Public Joint-Stock Company OTP Bank, being a legal entity under Ukrainian legislation with legal address: 43, Zhylianska St.,
Kyiv, 01033, Ukraine, (hereinafter referred to as the “Bank”), on the one part, and

Individual who has acceded to (accepted) this Agreement (offer) and agreed to terms and conditions thereof (the Bank’s public offer to the general public) by signing the Application Form for OTP Bank JSC Banking Services (Annex № 1 thereto)
(hereinafter referred to as the “Client”), on the other part, hereinafter jointly referred to as the “Parties” and individually –as the “Party”, having been preliminary acquainted with requirements of current legislation of Ukraine concerning the invalidity of legal deeds, and in accordance with Art. 634 of the Civil Code of Ukraine being fully aware of legal effect, willingly and voluntarily, have concluded this Agreement as follows:

1. SUBJECT OF AGREEMENT

1.1. The Bank shall provide and the Client shall accept, for the temporary use, and for a consideration and term as specified in the Application Form for OTP Bank JSC Banking Services (hereinafter - the “Application Form”), the safe deposit box numbered and sized as specified in the Application Form and a set of private keys (a key to the bank safe with the duplicate and/or a key to the deposit box with the duplicate (depending on the safe / deposit box type) numbered as specified in the Application Form, intended for safekeeping by the Client of documents, money and valuables (hereinafter referred to as the “Property”). The cost of the services provided hereunder shall be established in accordance with the Tariffs for Safe Deposit Boxes (hereinafter referred to as the “Tariffs”).

2. OBLIGATIONS OF THE PARTIES

2.1. The Bank shall:

2.1.1. Provide the Client with the safe deposit box in a proper condition for normal performance.

2.1.2. Comply with to the terms and conditions of this Agreement.

2.1.3. Ensure, pursuant to the current legislation of Ukraine, confidentiality of information about the Client and his/her Property kept in the safe deposit box.

2.1.4. Notify the Client of change of the operation mode of the Bank, Bank depository, reorganization or liquidation of the Bank 15 (fifteen) days prior to the event for a timely withdrawal of the Property by the Client.

2.2. The Client shall:

2.2.1. Pay for using the safe deposit box on the date of conclusion of this Agreement.

2.2.2. By concluding this Agreement, the Client warrants and acknowledges that he/she is acquainted with the Terms of Safe Deposit Box Use (hereinafter referred to as the “Terms”) and the Tariffs.

2.2.3. Ensure proper exploitation of the safe deposit box and comply with the terms and conditions hereof.

2.2.4. For delegation of the Client’s authority to use the safe deposit box to any third person, the Client shall warrant a power of attorney in the name of such person in accordance with the procedure established by law. In this case the Client shall be fully and solely responsible for acts and omissions of the authorized person.

2.2.5. Acquaint all authorized persons with the terms of this Agreement, Terms and Tariffs.

2.2.6. Reliably keep the set of private keys to the safe deposit box, not pass it to any third persons except for persons duly authorized by the power of attorney, and not make copies of the keys.

2.2.7. Immediately, by all available means, inform the Bank on the loss of the set of keys or one key from the set, other circumstances that can affect the Bank’s or the Client’s performance hereunder.

2.2.8. Not disclose the information on the operation mode with the safe deposit box.

2.2.9. Not keep weapon, ammunitions, explosive and hazardous materials, chemical, narcotic or radio-active substances, inflammable and perishable substances, and other things that are excluded from turnover pursuant to the current legislation and/or can inflict harm to the Bank, the Bank’s employees, customers, environment or to damage the safe deposit box.

2.2.10. Upon expiry or early termination of this Agreement, return the set of private keys to the safe deposit box and hand over the safe deposit box in a proper condition not later than the closing date of the safe deposit box use term.

2.2.11. Within 5 (five) days upon receipt of the Bank’s notice, the Client shall arrive to the Bank for clarifying all issues concerning the use of the safe deposit box.

2.2.12. In case of any indebtedness hereunder, effect payment thereof in accordance with the Tariffs in effect.

2.2.13. Monitor the changes in the Tariffs, which may be introduced under p. 3.1.5 hereof.

2.2.14. In case any amendments were made to the documents submitted by the Client to the Bank for conclusion of this Agreement, the Client shall provide the amended documents to the Bank within one week after such amendments were made.

3. RIGHTS OF THE PARTIES

3.1. The Bank shall be entitled:

3.1.1. To early terminate this Agreement in case of non-fulfillment by the Client of his/her obligations hereunder.

3.1.2. To refuse the Client and/or his/her authorized persons to use the safe deposit box in case of non-fulfillment by the Client or the authorized persons of the terms hereof, as well as in case of failure of the Client’s identification in accordance with the current legislation of Ukraine, including the Client’s failure to provide the documents or data for ascertaining the nature (content) of his/her activity, financial condition, and in case suspicion arisen during the identification procedure that the Client provided false information or deliberately provided misleading information to the Bank.

3.1.3. For resolution of the disputable issues, to create establish commissions and prosecute official investigations.

3.1.4. Independently, in the absence of the Client, to break the safe deposit box in case of the Client’s failure to arrive to the Bank.
within 60 (sixty) days after termination of the Agreement, the Client’s death and when unforeseen circumstances can inflict loss of the Client’s valuables (acts of God, fires etc.), and also in case set forth in p. 7.2.  
3.1.5. Independently, on its sole discretion, to change the Bank’s Tariffs by posting information of such changes in publicly-accessible places in the Bank’s branches and on the Bank’s Website fourteen (14) calendar days prior to the effective date of such changes with indication of the effective date of new Tariffs therein.  
3.1.6. To dispose of the Property as a legal successor of the Client, in case of failure of the Client or his / her legal heirs to claim their rights to the deposited Property after 8 (eight) years upon termination of this Agreement in accordance with the current legislation of Ukraine, taking into account the charges for the safe deposit box opening, new lock installation, keys production and safekeeping of the Property.  
3.2. The Client shall be entitled:  
3.2.1. To demand the Bank’s performance hereunder, to submit proposals for the improvement of service, to prolong the validity period of this Agreement or terminate this Agreement in accordance with procedure established by law.  
3.2.2. The Client shall have the right to use the leased safe deposit box during the term of this Agreement on banking days in open hours of the Bank (from 9:00 to 17:00).  
3.2.3. To apply to the Bank with request for clarification of the terms and conditions of this Agreement, to demand creation of commission for resolution of disputable issues.  
3.2.4. To transfer his / her right to use the safe deposit box the third persons, in accordance with the current legislation of Ukraine.  

4. SAFE DEPOSIT USE PAYMENT  
4.1. The Client shall make advance payment for the safe deposit box use to the Bank’s account No. 29091099900000 in an amount set forth in accordance with the Tariffs in effect.  
4.2. In case of early termination of the Agreement by the Client and/or breach by the Client of terms and conditions of the Agreement or Annexes thereto, the Bank shall not repay the amount of money paid by the Client under p. 4.1 hereof.  
4.3. Should the term of use of the safe deposit box be prolonged, the Client shall pay for the prolonged use of the safe deposit box not later than the last day of the previous validity period of the Agreement in accordance with the Tariffs in effect.  
4.4. For use of the safe deposit box over the time specified herein, the Client shall be charged a penalty (fine) in the amount established by the applicable Tariffs for the actual number of days of safekeeping. In case of default of payment for the services rendered, the Bank shall not return the Property to the Client.  
4.5. Security.  
4.5.1. On the date of conclusion of this Agreement, the Client shall pay to the Bank a security payment (hereinafter - the “Security”) in the amount established by the applicable Tariffs.  
4.5.2. In the event of circumstances specified set forth herein and in the breach by the Client of the obligation specified in p.5.4. below, the Bank shall be entitled to credit the Security to its account. The Client is aware of the terms of this paragraph and fully agrees with the manner the Security shall be used.  
4.5.3. In the event of termination of this Agreement and subject to return by the Client of the set of keys, and provided that there is no financial liabilities of the Client to the Bank, the Security shall be repaid to the Client.  
4.5.4. In the event of termination of this Agreement for the Client and in case of the Client’s default on return of the set of keys, and in case of existing financial liabilities of the Client to the Bank, the Security shall be credited to the Bank’s account for repayment of financial liabilities the Client to the Bank. The Client is aware of the terms of this paragraph and fully agrees with the manner the Security shall be used.  

5. LIABILITY OF THE PARTIES  
5.1. For non-fulfillment or improper fulfillment of the obligations hereunder the Parties shall bear liability in accordance with the provisions hereof and the current legislation of Ukraine.  
5.2. The Bank warrants that the safe deposit box shall be accessed and opened only by the Client or his/her authorized persons (except for cases mentioned in p. 3.1.4 hereof).  
5.3. The Bank shall not draw up any inventory of the deposited Property, but only ensure for external inviolability of the safe deposit box.  
5.4. Should the Client loose the set of keys or one key from the set, the Client shall reimburse for the Bank’s actual expenses for the safe deposit box opening, key production and new lock installation, increased by the amount of the value added tax.  
5.5. The Bank shall not be liable for spoilage of valuables and documents through no fault of the Bank (chemical reaction, corrosion of metal, act of God etc.).  
5.6 The Parties shall not be liable for the non-fulfillment or improper fulfillment of their obligations hereunder if such non-fulfillment or improper fulfillment was caused by the circumstances of insuperable force (force-majeure). The official confirmation of the force-majeure circumstances shall be the certificate issued by the competent authority (the Chamber of Commerce and Industry).  
5.7. Information communicated by the Parties during validity period of the Agreement and thereafter shall not be disclosed to the third parties except for the cases specified by the legislation and the Agreement. The Parties have agreed to keep in secrecy the information concerning provisions of this Agreement, including but not limited to any information received by the Parties in connection with performance hereunder (hereinafter – the “Confidential Information”). The Parties shall not disclose the Confidential Information in whole or in part to third parties without prior written consent of the other Party.  

6. RESOLUTION OF DISPUTES  
6.1. All disputes which may arise during the term of this Agreement shall be settled by the Parties by means of negotiations. In case of failure to reach agreement the dispute shall be referred to court in the order established by the legislation of Ukraine.
7. OTHER TERMS

7.1. By concluding this Agreement, the Client acknowledges that he/she is informed of the purpose of processing by the Bank of the Client’s personal data (any information relating to the Client, such as: surname, name, patronymic, passport data, taxpayer identification number, citizenship, date and place of birth, address of registration, place of residence, family, social, economic status, education, occupation, income, position, place of employment, etc. (hereinafter – the “Personal Data”)), with the purpose as follows:

(1) performance by the Bank of its financial and economic activities, offering a full range of services by the Bank and / or the third persons (any persons contractually related to the Bank and the members of OTP Group) (hereinafter - the "Third Persons"), including through direct contacts with the Personal Data Subject by means of communication;

(2) providing by the Third Persons of services to the Principal with the purpose of performing by the Bank of its functions and / or fulfilling the agreements (contracts) concluded with the Third Persons, including claim assignment / cession agreements;

(3) protecting by the Bank of its legal rights and interests, including data transfer to financial institutions (including, but not limited to insurance and factoring companies);

(4) fulfillment by the Bank of its rights and obligations under other relations between the Bank and the Client;

By concluding this Agreement, the Client unambiguously consents to the transfer (distribution), including cross-border, of Personal Data by the Bank to any Third Persons, change, destruction of Personal Data or restriction of access thereto and without the need of provision of any written notice of such actions to the Client.

By concluding this Agreement, the Client confirms that he/she has been properly informed about the Controller of Personal Data, composition and content of the Personal Data collected, acquainted with his/her rights provided by the Law of Ukraine On Protection of Personal Data dated 01.06.2010 (hereinafter - the “Law”), informed of the purpose of collecting of Personal Data the persons who may be transferred the Personal Data.

7.2. By concluding this Agreement, the Client authorizes the Bank to transfer of the information about the Client subject to bank secrecy to third persons (institutions, organizations) contractually related to the Bank, to ensure fulfillment of their functions or provision of services to the Bank under agreements concluded between such persons and the Bank.

7.3 The Bank shall be entitled to change and / or amend this Agreement by posting such changes and / or amendments or new version of the Agreement on the official webpage (official website) of the Bank www.otpbank.com.ua (hereinafter - the "Bank’s Website") and / or in publicly-accessible places in the Bank’s branches fourteen (14) calendar days prior to the effective date of such changes and / or amendments or new version of the Agreement. If no written objections to the proposed amendments to the Agreement submitted by the Client to the Bank before the effective date of such amendments, the Client shall be deemed to have accepted and agreed with the proposed amendments to the Agreement. In case of disagreement with the proposed amendments to the Agreement, the Client may terminate the Agreement by submitting a relevant application to the Bank. Herewith, the Client accepts the responsibility to independently monitor the Bank's proposals to amend the Agreement.

7.4. If after 60 (sixty) calendar days from the date of termination of the Agreement (as established in the Application Form), the Client failed to return to the Bank the complete set of keys to the safe deposit box and not prolonged the Agreement for a new term, the Bank shall have a right to open the safe deposit box and to pass the deposited Property to the Cash Depository of the Bank, under the inventory certificate drawn up by the authorized representatives of the Bank.

7.5. The Property shall be given out to the Client or his/her authorized person or his/her heir on condition of payment for services set forth in p. 4.4. hereof.

7.6. The Bank shall not carry out any search of the Client.

7.7. This Agreement shall come into effect from the date of its posting on the Bank's Website and for the Client – upon signing the Application Form, and shall remain valid for the Client until the date indicated in the Application Form, except for the cases of early termination of the Agreement. Expiry of the Agreement shall not release the Client from the obligation to return the set of keys to the Bank and fulfill all financial liabilities to the Bank, if any. This agreement (offer) is valid for an unlimited number of people willing to accede to (accept) the terms hereof.

7.7.1. If the Agreement expiry date (as established in the Application Form) falls on a holiday, it shall be automatically transferred to the first business day that follows this holiday.

7.8. Any amendments to this Agreement shall be valid if made in the manner set forth in p.7.2. hereof.

7.9. In the event of early termination of the Agreement by the Client, the Bank's commission paid by the Client for the use of safe deposit box shall not be refundable. The Security shall be refunded by the Bank to the Client. In case of any breach by the Client of the Agreement or annexes hereeto, the Bank's commission paid by the Client for the use of safe deposit box and the Security shall not be refundable.

7.10. All of Annexes to this Agreement are an integral part hereof.

7.11. This Agreement includes the following Annexes:

- Annex No. 1 - Application Form for OTP Bank JSC Banking Services
- Annex No. 2 - Terms of Safe Deposit Box Use.
- Annex No. 3 - Tariffs for Safe Deposit Boxes.

Note: By concluding the Agreement (signing the Application Form), the Client agrees with the Terms of Safe Deposit Box Use and the Tariffs for Safe Deposit Boxes, which do not require additional signing by the Parties as the text of the Terms of Safe Deposit Box Use and the Tariffs for Safe Deposit Boxes is an integral part of this Agreement.

7.12 The place of the Agreement shall be the location of the Bank.

Joint-Stock Company OTP Bank
Legal address of the Bank: 43, Zhylianska St., Kyiv, 01033, Ukraine
Location: 43, Zhylianska St., Kyiv, 01033, Ukraine
MFO: 300528
ID Code (OKPO): 21685166
SWIFT (BIC code): OTPVUAUK
Telex: 831049 RBUA UX
Reuters: RBUK