

BANK ACCOUNT AGREEMENT No _____

the city of Moscow

“ _____ ” _____ 20__

Expobank Limited Liability Company, hereinafter referred to as the ‘**Bank**’, represented by _____, acting on the basis of _____, on the one part, and _____, hereinafter referred to as the ‘**Client**’, represented by _____, acting on the basis of _____, on the other part, hereinafter jointly referred to as the ‘**Parties**’, have entered into this Bank Account Agreement, hereinafter referred to as the ‘**Agreement**’, as follows:

1. Subject Matter of the Agreement, General Provisions

1.1. The Client shall instruct the Bank and the Bank shall undertake to open bank Accounts (hereinafter referred to as the ‘Account’) in Russian rubles or in foreign currency in compliance with the effective legislation of the Russian Federation (hereinafter referred to as ‘Russian law’), terms and conditions of this Agreement, Tariffs and rules set by the Bank (hereinafter referred to as the ‘bank rules’).

1.2. The Bank shall open and close the Account pursuant to the Client’s Application drawn up as per the Bank form upon receipt of all documents listed by the Bank unless otherwise stipulated by the effective Russian law, this Agreement and the bank rules.

1.3. The Bank shall accept funds and credit them to the Account, execute the Client’s instructions on transfer and disbursement of relevant funds from the Account and implementation of other transactions on the Account pursuant to the effective Russian law, this Agreement and the Bank rules.

1.4. The Bank shall execute transactions on the Client’s Account within the Account balance. The Bank shall not credit the Account unless otherwise agreed by the Parties. With no sufficient funds available on the Account the Bank shall not accept the Client’s instructions for execution and shall return (cancel) the instructions except for the cases stipulated by the effective Russian law, bank rules and agreement of the Parties.

1.5. Funds shall be debited from the Client’s Account:

- pursuant to the Client’s instructions;
- if requested by third parties in cases stipulated by the effective Russian law, this Agreement (amendment agreements hereof);
- pursuant to other reasons stipulated by the effective Russian law, this Agreement and the Bank rules.

1.6. Disposal of funds on the Account shall be implemented by persons authorized by the Client and whose signatures are entered into a duly executed signature card containing authorized signature samples and impression of the Client’s seal (hereinafter referred to as the ‘Card’). The Bank shall treat the signatures of the above persons as the only valid signatures till it receives from the Client a written notice on termination and (or) amendment of their powers, or till a new Card is submitted to the Bank together with all relevant documents stipulated by Russian law or the bank rules. The Bank shall bear no responsibility for the execution of the Client’s instructions signed by the persons specified in the Card in case their powers have been terminated or amended due to any reason while the Bank has not been timely informed of it.

Bank _____

Client _____

1.7. Costs of and payment procedure for the bank services on opening and servicing the Account and other services of the Bank shall be regulated by the Tariffs of the Bank that can be amended by the Bank unilaterally and extra judicially. The Client shall be notified about the amendments to the Tariffs not later than ten (10) business days before the amendments are put into effect via notices placed on the Bank website, at the Bank branches and/or in the Bank-Client System and/or via a written notice about the Tariffs being amended sent to the Client. As may be agreed by the Parties the Bank has the right to set individual tariffs for the Client.

The Bank shall not pay to the Client interest for the use of funds on the Account unless otherwise is agreed by the Parties.

At the time of the Agreement execution the Client shall acknowledge the Bank Tariffs and accept them.

1.8. The Bank shall provide the Client with the information on the transactions run through the Account (hereinafter referred to as the 'statements') within the business day that follows the transaction(s) implementation day, in hard copy or electronically (via agreed communication channels as set forth in the relevant agreement concluded between the Client and the bank).

In case the Client fails to inform the Bank about the transactions made erroneously within 3 business days after the Account statement receipt, these transactions on the Account shall be deemed confirmed by the Client. Risk of loss that may occur due to the untimely notification of the Bank of the erroneous transaction shall lie with the Client.

1.9. The procedure for the Parties to exchange electronic documents including statements, settlement and other documents shall be regulated by a separate agreement.

2. Rights and Responsibility of the Parties

2.1. THE BANK SHALL:

2.1.1. Perform transactions stipulated for the Account of such type by Russian law, bank rules and business practice applied in banking except for settlements by cheques and opening of unsecured (guaranteed) letters of credit settlement procedure for which is regulated by agreement of the Parties.

2.1.2. Credit funds transferred to the Account or debit Client's funds from the Account within the business day that follows the day when the Bank has received a relevant payment document.

2.1.3. Accept from the Client cash funds and disburse them to it following the procedure provided by the effective Russian law, this Agreement and bank rules.

2.2. THE BANK HAS THE RIGHT:

2.2.1. To execute control functions vested with the Bank by Russian law and the Bank of Russia, within its competence.

2.2.2. To refuse the Client to run transactions on the Account in case the Client breaches the effective Russian law, terms and conditions of this Agreement, bank rules and in other cases stipulated by the effective Russian law.

2.2.3. To request the Client to submit the documents confirming its legal status and status of its authorized persons, documents that underlie the implementation of transactions on the Account and other documents stipulated by the effective Russian law and bank rules.

2.2.4. To request the Client to submit documents required by the Bank to execute currency control agent functions and for the purposes of Federal Law No 115-FZ dated 07.08.2001 'On Counteracting Legalization (Laundering) of the Proceeds from Crime, and Terrorism Financing'.

2.2.5. Without further instructions from the Client, to debit funds from the Account:

- in order to pay costs and fees of the Bank for the services rendered, as per the Bank Tariffs;
- that the Bank has erroneously credited to the Client's Account;
- for repayment of the Client's debt to the Bank under all obligations arising from the agreements concluded between the Bank and the Client including those under the agreement on electronic document exchange via the Bank-Client System;
- for compensation of loss caused to the Bank due to the Client having breached the terms of this Agreement;
- in other cases stipulated by the agreements concluded between the Client and the Bank.

In such cases the Bank has the right to debit funds in the currency different from the Account currency at the internal exchange rate set by the Bank on the debit date or at the CBR rate.

2.3. THE CLIENT SHALL:

Bank _____

Client _____

- 2.3.1. Pay for the services rendered by the Bank under this Agreement, as per the Bank Tariffs.
 - 2.3.2. Ensure correct execution of the settlement (payment) documents and other instructions on implementation of transactions on the Account submitted to the Bank in compliance with the effective Russian law, this Agreement and bank rules.
 - 2.3.3. Submit, at the Bank's request, the documents whose necessity is stipulated by the effective Russian law, this Agreement and bank rules.
 - 2.3.4. Inform the bank in writing, with the supporting documents attached: of the taken decisions on reorganization or liquidation, of actual reorganization or liquidation of the Client, change of its form of incorporation, activity, name, location, amendments to its constituent documents, and of other facts that may impact fulfillment of the obligations under the Agreement, within five (5) business days after the relevant events occurred.
 - 2.3.5. Immediately inform the Bank of any events that may cause loss due to the disposal of the Client's funds or other property by unauthorized persons including notifications on the change of the sole executive body, persons authorized to dispose of the funds.
 - 2.3.6. Confirm in writing the information on the Account balance as of January 1st of each year. The Client agrees with the fact that in case it fails to confirm in writing the information received from the Bank or challenge it, the Account balance shall be deemed confirmed.
 - 2.3.7. Notify the Bank of the funds credited to the Client's Account erroneously within the business day that follows the day when the Account statement was received.
- 2.4. THE CLIENT HAS THE RIGHT TO:
- 2.4.1. Freely dispose of the funds available on the Account subject to restrictions set forth by the effective Russian law.
 - 2.4.2. Request the information on the Account transactions from the Bank.

3. Liability of the Parties

- 3.1. In case obligations under this Agreement are failed to be performed or are performed improperly, the Parties shall be liable pursuant to Russian law unless otherwise stipulated by this Agreement.
- 3.2. The Bank shall be liable for untimely or improper execution of transactions on the Account as provided by the effective Russian law.
- 3.4. The Bank shall not be held liable for failure to perform or improper performance of its obligations under this Agreement in case such non-performance has resulted from the Client's failure to perform its obligations under this Agreement, as well as from third parties' activity for which the Bank bears no responsibility.
The bank shall bear no responsibility for the consequences of execution of orders (instructions) issued by the Client's unauthorized persons in case it is not feasible to determine that such orders (instructions) have been issued by unauthorized persons. Risk of loss that may occur in such cases shall lie with the Client.
- 3.5. The Parties shall not be liable for complete or partial non-performance of their obligations caused by force-majeure i.e. extraordinary and insuperable events under the circumstances that encompass acts of God (floods, fires, earthquakes, hurricanes, electronic channel failures, etc.), resolutions taken by the government authorities or Bank of Russia that prevent the Parties from performing their obligations, strikes, riots, moratoriums, etc.
- 3.6. All disputes under this Agreement shall be settled in compliance with Russian law in the Arbitration Court at the location of the Bank and/or its branch with which the Account has been opened.

4. Miscellaneous

- 4.1. This Agreement shall not regulate the procedure for opening and maintenance of special card accounts stipulated by Russian law.
- 4.2. All amendments to this Agreement shall be valid subject to them being executed in writing and signed by the authorized persons of the Parties except for the Tariffs that are amended by the Bank unilaterally.
- 4.3. Upon the execution of this Agreement the terms and conditions of Agreement No _____ dated _____ with all its amendment agreements except for the Agreements on Granting Prior Accept and

Bank _____

Client _____

Agreements on the Terms and Conditions for Debiting Funds if Requested (Instructed) by the Client shall be deemed void.

4.4. This Agreement shall come into force as soon as the Parties have signed it and shall be valid till December 31st of the next year unless one of the Parties declares its termination in writing at least 10 calendar days before its expiration. If neither of the Parties declares its termination, the Agreement shall be deemed extended for the next calendar year. The specified Agreement extension procedure shall be applied every time before its termination date.

4.5. В случае закрытия всех Счетов, Договор прекращает свое действие.

4.6. Termination of this Agreement shall result in termination of the Parties' obligations hereunder except for the financial obligations incurred during the term of this Agreement.

4.7. This Agreement is executed in two original counterparts of equal legal force, one for each of the Parties.

5. Bank Details and Signatures of the Parties:

Bank	Client
Expobank LLC, OGRN (Principal State Registration Number) 1027739504760 Address: 29 Kalanchevskaya St., bldg 2 Moscow 107078 Tel.: (+7 495) 228-31-31 Fax: (+7 495) 228-31-31 Payment details: BIK 044525460 Corr.acct No 30101810345250000460 with Branch 3 Moscow INN (Taxpayer Identification Number) 7729065633 KPP (Tax Registration Reason Code) 775001001	_____ _____ Address: _____ _____ _____ _____ Payment details: OGRN _____ _____ INN _____ KPP _____ _____
CEO	CEO
_____ _____	_____ _____
_____ / _____	_____ / _____
L.S.	L.S.