

RULES

on remittances without opening bank accounts

in Bank “Venets”

1. Basic terms and definitions used in the Rules:

Application for remittance – a written order of Payer allowing the Bank to identify Recipient and transfer funds in his favor.

Bank - Bank “Venets”.

Bank’s business unit (BBU) – a customer service department in the Head office of the Bank, branches of the Bank opened in accordance with the regulations of the Bank of Russia.

Beneficial owner – a natural person who is ultimately directly or indirectly (through third parties, including through a legal entity, several legal entities or a group of related legal entities) owns (possesses dominant participation higher than 25% of the capital assets) a customer-legal entity or directly or indirectly controls actions of the customer-a legal entity or a natural person including having the ability of taking relevant Client`s decisions-

Beneficiary - a person who is not a direct participant in the transaction, for the benefit of which Client acts, including on the basis of an agency agreement, an engagement agreement and a trust agreement, when conducting money and other property transactions.

Cross-border remittance - remittance, when Payer or Recipient is located outside the Russian Federation and (or) Remittance when Payer or Recipient is a customer of a foreign central (national) bank or foreign bank.

Customer – a natural person, Payer or Beneficiary in the Bank.

Domestic remittance –remittance when Payer and Recipient located on the territory of the Russian Federation.

Foreign Public Official (FPO) – any appointed or an elected person holding any position in the legislative, executive, administrative or judicial body of a foreign state, or a person performing any public function for a foreign state, including for a public department or state enterprise, or a person who previously held a public position, and less than 1 year has passed since resignation.

Identification - a set of measures to establish certain information about Customers, their representatives, Beneficiaries, Beneficial owners under the legislation of the Russian Federation to confirm the accuracy of this information using original documents and (or) duly certified copies.

International organizations - organizations created by official political agreements between their member countries that have the status of international treaties; their existence is recognized by the laws of their member countries; and they are not considered resident organizational units of the countries where they are located.

Non-resident – a natural person who is not a Resident.

Official of a public international organization (OPIO) – international civil servant or any person who is authorized by the International organization to act on its behalf.

Operator – an organization (other than the Bank), which, in accordance with the legislation of the Russian Federation and (or) the Payment System regulations, is entitled to pay out Remittance.

Payer – a natural person who initiates Remittance.

Payment system - a set of organizations interacting according to the Payment system regulations in order to make Remittance.

Public officials - public officials, including OPIO, FPO and RPO.

Recipient – a person in whose favor Remittance is made. Only a natural person can be Recipient of Remittance in the Bank.

Residents -

a) natural persons who are citizens of the Russian Federation, with the exception of citizens of the Russian Federation, living in a foreign country for at least one year, including those with a residence permit issued by an authorized state body of the relevant foreign state or temporarily staying in a foreign state for at least one year on the basis of a work visa or a study visa with a minimum validity of at least one year, or on the basis of a combination of such visas with a total validity period of at least one year;

b) foreign citizens and stateless persons permanently residing in the Russian Federation on the basis of a residence permit under the laws of the Russian Federation.

Remittance code – a unique number of Remittance assigned by the Payment system service with all the necessary Remittance information associated, and identifying Remittance in the Payment system.

Remittance payment - the Bank's operations to provide Recipients – natural persons cash funds received by the Bank through non-cash payments, without opening a bank account.

Remittance payout application - a written order of Recipient, allowing the Bank to identify Recipient and pay out the remittance transfer received in his favor.

Remittance without opening a bank account (Remittance) - the Bank's operations through non-cash payments to provide Recipients with funds of Payers carried out by accepting cash from Payers in order to deposit it to bank accounts or to increase electronic funds balance of Recipients, or cash withdrawal by Recipients – natural persons.

Rules - these Rules and (or) the Payment systems regulations that establish the procedure and conditions for remittances for natural persons without opening bank accounts in Bank “Venets”.

Russian public official (RPO) – a natural person who substitutes (holds) government positions of the Russian Federation, positions of members of the Board of Directors of the Bank of Russia, positions of the federal civil service, appointed and exempted by the President of the Russian Federation or the Government of the Russian Federation, positions in the Bank of Russia, state corporations and other organizations established by the Russian Federation on the basis of federal laws included in the lists of positions determined by the President of the Russian Federation.

Simplified identification - a set of measures to establish Customer's surname, name, patronymic (unless otherwise required by the law or national custom), series and numbers of the identity document, and confirmation of the authenticity of this information.

Tariffs - a set of transactions related to Remittance and amount of commission fees charged by the Bank for their execution.

Website - the Bank's official website with the Internet address www.venets-bank.ru.

2. General provisions

2.1. The Rules define the basic conditions and procedure for carrying out Remittances without opening bank accounts in the Bank, including payment policy, and regulate resulting relations between natural persons and the Bank.

2.2. The Bank carries out operations for sending/withdrawing both Domestic and Cross-border remittances.

2.3. For the purposes of Remittance, the Bank uses the services of the Payment systems of the Bank of Russia, SWIFT, Koronapay, CONTACT, Western Union.

Depending on the choice of service, for the purposes of these Rules, Remittances are subdivided to Remittances by systems (when using the services Koronapay, CONTACT, Western Union) and Remittances by bank details (when using the services of the Bank of Russia, SWIFT).

2.4. Remittance is carried out through the Payment systems in which the Bank participates, and according to the Rules established by these systems.

2.5. Everything that is not established by these Rules is subject to the Payment systems regulations and the legislation of the Russian Federation.

2.6. The Rules and Tariffs are communicated by the Bank to Customers by posting them on the Website, and also in visible places in BBUs and are considered accepted by Customers upon signing settlement documents.

2.7. The Bank accepts for execution Remittances not involving conducting business activities.

2.8. Remittance transactions are carried out in the currency of the Russian Federation, US dollars and EURO. Remittance amount may be limited by the currency laws of the Russian Federation (or the country of Remittance payment) or the Payment systems regulations.

2.9. Unless otherwise provided by the Payment systems regulations, when Cross-border remittances made by systems, it is allowed to convert the Remittance amount, i.e. introduction (payment) of funds in a currency other than the remittance currency.

2.9.1. Conversion of funds is carried out at the rate and according to the Payment systems regulations.

2.9.2. Conversion is possible within the currencies provided by the Payment system.

2.9.3. Customer singlehandedly determines currency of conversion and if conversion of currency is necessary.

2.10. For transactions related to Remittance, Customer pays commission fee to the Bank in accordance with the Tariffs.

2.10.1. Commission fees for Remittance by bank details are charged in the currency of the Russian Federation, regardless of the currency of Remittance.

2.10.2. Commission fees are charged in the currency and in the manner established by the Payment Systems regulation and tariffs.

2.10.3. Commission fees are charged in excess of Remittance amount.

2.10.4. When making Cross-border remittances, commission fees may be charged by the correspondent banks participating in Remittance, with Customer's consent that the commission amount included in Remittance, and hereby gives an order to write off commissions from the amount of Remittance.

2.11. Customer singlehandedly chooses the currency of operations for Remittance with due regard for the requirements of the currency laws of the Russian Federation.

2.11.1. Remittance of foreign currency across the territory of the Russian Federation between Residents is not carried out, except cases established by the currency laws of the Russian Federation.

2.11.2. Remittance of foreign currency across the territory of the Russian Federation between Non-residents is carried out without restrictions.

2.12. Payer's pay-in (payout to Recipient) for the purpose of making (paying out) Remittance is made in cash to the Bank's cash department (BBU cash department).

2.12.1. When making transactions in a currency other than the currency of the Russian Federation, the Bank does not work with coins of foreign countries.

2.12.2. Receiving (issuance) of foreign currency during remittance operations produced in the form of banknotes of a foreign state, while the amount is less than the nominal value of the minimum banknote in the form of a banknote is paid in the currency of the Russian Federation at the rate established by the Bank at the time of the transaction.

2.13. Remittance operations are carried out by Customers with fully capacity to act, on the basis of the presentation of an identity document recognized as such in accordance with the legislation of the Russian Federation.

Foreign citizens, stateless persons additionally submit documents, confirming their right to enter and (or) stay on the territory of the Russian Federation.

2.14. Remittance operations can be carried out by Customer's representative acting on the basis of a notarized power of attorney. The power of attorney must contain information which allows the Bank to identify the type of operation and details of Remittance.

2.15. As provided by the legislation of the Russian Federation, the Bank has the right to request from Customer some other information and documents, including those confirming the origin of funds.

2.16. Remittance of Public Officials, as well as Remittance Payment to Public officials is carried out with the written permission of the head of the Bank.

2.17. Documents in foreign language must have certified translation into Russian.

2.18. All applications related to Remittance operations are submitted by Customer (his representative) personally upon presentation of an identity document.

Prior to acceptance of the relevant Application for execution, the Bank performs Identification (Simplified identification) of Customer in accordance with the requirements of the legislation of the Russian Federation on countering the legalization (laundering) of proceeds from crime and financing of terrorism.

3. Remittance Procedure

3.1. The type, currency and amount of Remittance are determined by Payer singlehandedly in accordance with the requirements of the legislation of the Russian Federation and (or) the Payment systems regulations.

3.2. Remittance is carried out on the basis of the Application for remittance.

3.2.1. The form of Application for remittance to bank details is established by the Bank, the form of the Application for remittance by systems is established by the Payment system.

3.2.2. Application for remittance is drawn up by Payer as a separate paper document. As part of the payment services, the Bank may provide services for drawing up an Application for remittance, including charging fees for the provision of this service in accordance with the Tariffs.

3.2.3. Application for remittance using bank details shall contain information about Payer, including his contact details, amount and currency of transfer, information identifying Operator, Recipient, as well as other information identifying the payment and allowing the Bank to make Remittance, Remittance information.

3.2.4. Application for remittance by systems shall contain information about Payer, including his contact details, amount and currency of the Remittance, Payment system, direction (country, city) of Remittance, information identifying Recipient of funds, Remittance information, contact phone number of Recipient – natural person.

3.2.5. Application for remittance is signed by Payer. Payer's signature confirms the accuracy of the information (details) in Application for remittance.

3.3. Bank adopts Application for remittance after the deposit of funds equal to an amount sufficient to make Remittance and pay the commission fees for Remittance execution transactions in accordance with the Tariffs (if any) at the Bank's cash department (BBU) and the Bank's control procedures.

3.4. Cash receipt with the cashier's notes about the receipt of funds is a confirmation of funds deposit.

3.5. The Bank does not accept the Application for remittance for execution if it does not contain handwritten signature of Payer, if there are changes (corrections) made, if there is a non-compliance of the form of Application for remittance with the established form, in case of the absence of details, sufficient to carry out the Remittance, if any inconsistency and admissibility of details, in case of the absence (insufficiency) of cash deposited in for the purpose of making Remittance.

3.6. The Bank confirms that Application for remittance accepted and its execution began by providing Payer with a copy of the Application for remittance on paper with indication of the date of acceptance, affixing marks of acceptance, including a signature and a stamp of an authorized person of the Bank.

3.7. When making Remittances across systems, each Remittance gets a Remittance code, which is brought to Payer.

3.8. The Bank transfers funds on time, no later than a working day, following the day of acceptance of the Application for remittance for execution.

3.9. Partial execution of Application for remittance is not allowed.

3.10. Remittance is final and the Bank's obligations for Remittance are considered completed in full:

3.10.1. If Recipient is a Bank's customer - at the time of crediting funds to Recipient's account or cash withdrawal to Recipient.

3.10.2. If Remittance is made using bank details - at the time of crediting to Operator's bank account.

3.10.3. If Remittance is being made through systems, and Recipient is a natural person - at the time of issuing cash to the Recipient.

4. Remittance refund. Verification of the banking details for Remittance.

4.1. If there are grounds and upon the occurrence of finality, Remittance may be returned to the Payer.

4.2. Unless otherwise provided by the legislation of the Russian Federation and the Payment systems regulations, the grounds for Remittance refund are:

4.2.1. Written application of Payer for the refund (cancellation) of Remittance, with indication of information allowing the Bank to identify Remittance.

4.2.2. The inability of Operator to provide funds to Recipient in accordance with the details of Remittance.

4.2.3. Recipient's refusal of Remittance.

4.2.4. Lack of demand for Remittance by Recipient, including after the expiration date, established by the Payment System.

4.3. If it is impossible to provide Recipient with the funds received by Remittance, due to inconsistency of details, Operator can send a request to the Bank for verification of details.

4.3.1. Details are verified within a period of not more than five working days, not counting the date when Operator received Bank's order on Remittance.

4.3.2. Bank informs Payer of details verification request no later than working day following the day of receipt of request from Operator.

4.3.3. No response to a details verification request is a reason for Operator to return Remittance.

4.4. Verification of details is possible at the initiative of Payer.

4.5. Verification of Remittance details is carried out by the Bank on the basis of a Payer's written application.

4.6. Bank informs Payer on the receipt of funds upon Remittance refund within the period not later than the working day following the day of crediting the funds to the Bank account (BBU).

4.7. Providing Payer with funds in the amount of Remittance refund is carried out in the manner prescribed by these Rules for the Remittance payout.

4.8. When Remittance refund occur, the commission paid by Payer to the Bank when sending Remittance, is not refunded, except the cases where the return of Remittance is carried out for reasons related to the Bank's actions.

4.9. When carrying out operations for Remittance refund (verification of details), the Bank informs Payer via SMS notification to the phone number specified by Payer in the Application for remittance. Payer is considered to be notified by the Bank from the moment the Bank receives a report on the delivery of an SMS notification.

4.10. If for the performance of operations related to Remittance refund (verification of details), Tariffs includes a commission fee, the Bank carries out data transactions, after payment of the corresponding commission.

5. Terms and conditions of Remittance payout.

5.1. Information about Remittance is communicated to Recipient by Payer. The bank is not obliged to inform Recipient about Remittance received, except for cases related to Remittance refund.

5.2. When contacting the Bank, Recipient must provide information that allows the Bank to identify Remittance, including Payment system, Remittance code (if any), amount of funds. In cases under the Payment systems regulations, Remittance may be assigned additional identification features.

5.3. Based on the information received from Recipient, bank checks the availability of Remittance, compliance of Remittance parameters with the information provided by Recipient and requirements of the legislation of the Russian Federation and (or) the Payment system regulations. If necessary, the Bank may ask Recipient for more information.

Surname Name Patronymic (if any) of Recipient must match the data specified in the identity document of Recipient.

5.4. In case of discrepancies in the information received from Recipient, information specified in the details of Remittance, the Bank refuses to pay out Remittance.

5.4.1. Remittance payout is allowed in case of discrepancies in the spelling of Surname Name Patronymic of Recipient, taking into account the generally accepted rules of transliteration in the following cases:

indication of information in the details of Remittance in Latin letters, and in the presented identity document - in Russian letters and vice versa;

the possibility of different, abbreviated spelling of letters and (or) letter combinations, or with misprints with a total number of errors of not more than 2 (two).

5.5. Remittance payout is carried out on the basis of the Remittance payout application.

5.5.1. The form of Remittance payout application is established by the Bank or the Payment system.

5.5.2. Remittance payout application is drawn up by the Bank in a separate paper document.

5.5.3. Remittance payout application shall contain information about Payer, bank details for Remittance, information about Recipient, including Recipient's contact details, amount and currency of Remittance, Remittance code (if available).

5.5.4. Remittance payout application must be signed by Recipient personally.

Recipient's signature confirms Recipient's consent to Remittance payout in accordance with specification in the Remittance payout application, and is the basis for the Bank to execute Remittance.

5.6. Remittance payout by installments, as well as refusal to receive funds after confirmation of Remittance payout by Recipient is not allowed.

5.7. Remittance payout is made in cash at the cash department of the Bank (BBU), in the currency and amount of funds specified in the Remittance payout application.

5.8. The confirmation of Remittance payout execution by the Bank is Remittance payout application, on paper signed by Recipient, indicating the date of execution, affixing the Bank's notes on execution, including signature and stamp of an authorized person of the Bank.

5.9. If the Tariffs provide for the condition of payment of commission for transactions related to Remittance payout, funds are issued to Recipient after payment of such commission.

6. Rights and responsibilities.

6.1. The Bank is obliged:

6.1.1. To accept and execute properly executed orders of Customers for Remittance.

6.1.2. To carry out Remittance in the manner and terms established by these Rules, the legislation of the Russian Federation and (or) the Payment systems regulations.

6.1.3. To keep information about Remittance confidential. To ensure the protection of information about the implementation of Remittance.

6.1.4. To timely inform Payer about Remittance refund.

6.1.5. In the manner and terms established by these Rules, to consider Customer's complaints and give explanations.

6.1.6. To provide application forms stipulated by implementation of Remittance upon the request of Customer.

6.1.7. To keep money for unclaimed and/or refunded Remittances during the period of limitation.

6.2. The Bank has the right:

6.2.1. To demand of Customers to provide documents justifying Remittance, including documents confirming the origin of funds.

6.2.2. To perform Identification (Simplified identification) of Customer in accordance with the requirements of the legislation of the Russian Federation on countering the legalization (laundering) of proceeds from crime and financing of terrorism.

6.2.3. To refuse the Remittance / Remittance payout if:

Remittance / Remittance payout cannot be carried out in accordance with the legislation of the Russian Federation and (or) Payment systems regulations.

Remittance involves conducting business activities, or the Bank has reasons to believe that Remittance is carried out for the purpose of the legalization (laundering) of proceeds from crime and financing of terrorism.

The Payer did not provide details sufficient for making Remittance;

The Recipient did not provide information and (or) documents sufficient for Remittance payout or details of the Remittance do not correspond to the information and (or) documents, provided by Recipient;

Commission fee for transactions related to Remittance, established by the Tariffs were not paid;

Customers did not provide (provided unreliable) documents and (or) other information, requested by the Bank for the purpose of making Remittance, Identification (Simplified identification) of Customer, Beneficiary, Beneficial Owner or refused to fill in personal data.

6.2.4. To provide information about Remittance to state executive authorities at their request in accordance with the legislation of the Russian Federation.

6.2.5. To process personal data of Customers for the purposes of Remittance, including their collection, systematization, accumulation, storage, verification (updating, change), use, distribution, transfer to persons involved in Remittance, depersonalization, blocking, destruction and automation. To use this personal data for the purpose of informing Customer about other products and services of the Bank.

Customer's consent to the processing of personal data is provided from the moment of signing the relevant application and is valid until its withdrawal written by Customer.

6.3. Customer is obliged:

6.3.1. To provide the Bank with information and (or) documents related to the implementation of Remittance or requested by the Bank for the purpose of making Remittance, as well as for Identification (Simplified identification) of the Customer, Beneficiary, Beneficial owner and identification of Public Officials.

6.3.2. To pay a commission fee in accordance with the Tariffs for making transactions related to Remittance.

6.3.3. To deposit the amount of Remittance to cash department of the Bank in accordance with Application for remittance submitted to the Bank.

6.3.4. To receive funds after the Bank confirms Remittance payout.

6.4. Customer has the right:

6.4.1. To refuse Remittance, return (cancel) Remittance, specify the details of Remittance in cases provided by these Rules, Payment systems regulations and the legislation of the Russian Federation.

6.4.2. To submit applications (complaints) to the Bank related to the implementation of operations for Remittance, to demand their execution by the Bank.

6.4.3. To contact the Bank in order to search for the amounts of Remittance.

7. Complaint Procedure.

7.1. For all questions and disagreements resulting the work of the Bank on making Remittance, Customers shall comply with the pre-trial complaint procedure.

7.2. Complaints for questions and disagreements related to the implementation of Remittance are sent to the Bank in the form of an appropriate written application. Complaint may be filed with BBU which carries out Remittance operations.

7.3. The submitted complication applications are registered by the Bank.

7.4. The term of complaints consideration by the Bank for Domestic remittances is 30 (thirty) days, Cross-border remittances - 60 (sixty) days from the date of complaint registration by the Bank.

7.5. If questions and disagreements are not resolved within the prescribed period by negotiations, they may be taken to court.

7.6. Questions and disagreements that have arisen between Payer and Recipient are resolved by them independently without the participation of the Bank.

8. Responsibility.

8.1. Responsibility for performance (improper performance) of obligations is determined in accordance with the current legislation of the Russian Federation.

8.2. The Bank is not responsible for any consequences due to the fact that Customer did not get acquainted (untimely get acquainted) with these Rules (Payment systems regulations).

8.3. The Bank is not responsible for the actions of Payment System and (or) Operator, and also for the actions of correspondent banks involved in Remittance.

8.4. The Bank is released from liability for partial or complete failure to perform obligations under Remittance, provided for by these Rules, in the event of force majeure circumstances (force majeure).

8.5. Payer is personally responsible for the accuracy (authenticity) and reliability of information (details) provided to the Bank for the purpose of Remittance.

8.6. Payer/Recipient bears full responsibility for the disclosure of Remittance code (if any) and other information about Remittance to third parties, as well as the risk of any of the consequences of such disclosure.