Appendix №3/1

to the Agreement on the provision of bank guarantees / counter-guarantees

№4084-15 / SBG from "\_\_\_" in October 2015

**The request No. \_\_\_\_\_\_ on the bank guarantee provision**

**from "\_\_\_" \_\_\_\_\_\_\_\_\_\_ 20 \_\_\_**

I request PJSC Bank «FK Otkrytiye» to provide the following guarantee:

|  |  |
| --- | --- |
| **Assignee:** LLC «Eksimet» | **Guarantor**: PJSC Bank «FC Otkrytiye» |
| **the Agreement** on the provision of bank guarantees / counter-guarantees  №4084-15/ SBG from "\_\_\_" in October 2015 | **The beneficiary** - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  the full and abbreviated name, OGRN, INN, the location address, and also SWIFT - a bank code of the Beneficiary in case of need issues of the Guarantee through bank of the Beneficiary according to SWIFT; |
| **Guarantee amount**:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) rubles of the Russian Federation, **OPTION**: US dollars; **OPTION**: euro  **Size of the commission on the Guarantee**: \_\_\_ (\_\_\_\_\_\_) annual interest rate from the Guarantee Amount | **Guarantee comes into force**:  🞎in date of issue of the Guarantee;  🞎from "\_\_\_" \_\_\_\_\_ 20 \_\_;  🞎to specify other term determined by time period  **The guarantee works on** "\_\_\_" \_\_\_\_\_\_\_\_\_\_ 20 \_\_ year inclusive. |
| **The guarantee provides the execution of all liabilities by the Principal / Assignee:**  🞎under the contract/agreement signed between the Principal / Assignee and the Beneficiary. The Guarantee form according to the Appendix 4.1 to the Agreement;  🞎under the contract/agreement in warranty period. The Guarantee form according to the Appendix 4.1 to the Agreement;  🞎on return of an advance payment. A form of the Guarantee the Appendix 4.2 to the Agreement agrees;  🞎under the contract/agreement signed between the Principal / Assignee and the Beneficiary. The Guarantee form according to the Appendix 4.3 to the Agreement;  🞎on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Guarantee form according to the annex to the Request. The form is approved with the Beneficiary.  🞎The text of a guarantee can’t be changed. • The text of a guarantee can be changed.  **Details of Primary obligation**: (to specify details of Primary obligation which execution the Guarantee will provide, number, date of the conclusion and the name Agreement/contract / Tender of the documentation etc.) | |
| **Payment due date upon the demand of the Beneficiary**:  During \_\_\_\_ (\_) the working days from the date of receipt by Bank of the requirement of the Beneficiary. | **Method of registration and transfer of the Guarantee**:  🞎The original to Assignee's representative under the Delivery-acceptance certificate;  🞎by means of the direction SWIFT message through bank of the Beneficiary;  🞎The original is transferred by Bank to the authorized representative of Assignee on paper under a list in obtaining on copies of the Guarantee. |
| **Appendix:**  🞎copy of Primary obligation;  🞎the Guarantee proforma approved with the Beneficiary;  🞎to specify other documents | **Other special conditions** (in the presence of those) |

General Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name, Middle name, Surname

M.P.

Time of receipt of the Request to bank ¹ «\_\_\_»hour «\_\_\_» min. «\_\_\_» \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_year

¹only for the Request in paper form

**Responsible officer of the bank**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Bank** | **Applicant** |
| **Department Director**  **Project and Structured Finance** | **General Director** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ D.A. Teterin** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ L.V. Ryzhonkov** |

Appendix №3/2

to the Agreement on the provision of bank guarantees / counter-guarantees

№4084-15 / SBG from "\_\_\_" in October 2015

**The request No. \_\_\_\_\_\_ on the bank counter-guarantee provision**

**from "\_\_\_" \_\_\_\_\_\_\_\_\_\_ 20 \_\_\_**

I request PJSC Bank «FK Otkrytiye» to provide the following guarantee:

|  |  |
| --- | --- |
| Guarantor: LLC «Eksimet» | Assignee: PJSC Bank «FC Otkrytiye» |
| the Agreement on the provision of bank guarantees / counter-guarantees  №4084-15 / SBG from "\_\_\_" in October 2015 | The Bank-guarantor - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  the full and abbreviated name, OGRN, INN (in the presence), the location address, and SWIFT-code (in the predence)/other data on Bank guarantor excluding a possibility of a mistake in case of implementation of its identification; |
| Counter-guarantee amount:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) **OPTION**: US dollars; **OPTION**: euro  Size of the commission on the Conter-guarantee: \_\_\_ (\_\_\_\_\_\_) annual interest rate from the Counter-guarantee Amount | **Counter-guarantee comes into force:**  🞎in date of issue of the Guarantee;  🞎from "\_\_\_" \_\_\_\_\_ 20 \_\_;  🞎to specify other term determined by time period  The guarantee works on "\_\_\_" \_\_\_\_\_\_\_\_\_\_ 20 \_\_ year inclusive. |
| **The counter-guarantee is requested for ensuring issue by Bank-guarantor of the guarantee providing execution of all liabilities by Assignee:**  🞎\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.The Counter-guarantee form according to the Appendix 4.4 to the Agreement;  **Details of Primary obligation**: (to specify details of Primary obligation which execution the guarantee of Bank guarantor will provide, number, date of the conclusion and the name of Agreement/contract / Tender of the documentation etc.) | |
| **Payment due date upon the demand of the Bank-guarantor**:  During \_\_\_\_ (\_) the working days from the date of receipt by Bank of the requirement of the Bank-guarantor. | **Method of registration and transfer of the Counter-guarantee:**  🞎The original to the representative of Bank- guarantor under the Delivery-acceptance certificate;  🞎by means of the direction SWIFT message to Bank-guarantor |
| **Appendix:**  🞎copy of Primary obligation;  🞎the Counter-guarantee proforma approved with Bank-guarantor;  🞎to specify other documents | **Other special conditions (**in the presence of those) |

General Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name, Middle name, Surname

M.P.

Time of receipt of the Request to bank ¹ «\_\_\_»hour «\_\_\_» min. «\_\_\_» \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_year

¹only for the Request in paper form

**Responsible officer of the bank**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Bank** | **Applicant** |
| **Department Director**  **Project and Structured Finance** | **General Director** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ D.A. Teterin** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ L.V. Ryzhonkov** |

Appendix №4/1

to the Agreement on the provision of bank guarantees / counter-guarantees

№4084-15 / SBG from "\_\_\_" in October 2015

**Form of the bank guarantee**

**THE BANK GUARANTEE**

**The city of \_\_\_\_\_\_\_\_\_\_\_\_** date of issue of the Guarantee: **«\_\_\_\_\_» \_\_\_\_\_\_\_\_\_\_ 20\_\_\_**

I. This guarantee Public joint stock company «Financial Corporation Otkrytiye» (INN\_\_\_\_, OGRN\_\_\_\_, the address\_\_\_\_, the general license №\_\_\_\_\_\_\_\_\_\_, from «\_\_\_»\_\_20\_\_), which is hereinafter referred to as the Guarantor, on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at a request \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (INN\_\_\_\_\_, OGRN\_\_\_\_\_\_, the address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), hereinafter referred to as the Principal, gives in advantage \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ (INN\_\_\_\_\_\_\_\_, OGRN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), the hereinafter referred to as Beneficiary, the liability to pay according to the first written requirement of the Beneficiary an amount of money in limits \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_) \_\_\_\_ in case of non-execution and/or improper execution by the Principal

**OPTION 1**: liabilities on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the short description of all liabilities of the Principal for which accomplishment the Guarantee is issued), established by the Agreement (Contract) on \_\_\_\_\_\_\_\_ (*for example, on delivery \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or on rendering services on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)* No. \_\_\_\_\_ from «\_\_» 20\_\_\_, signed between the Principal and the Beneficiary.

**OPTION 2:** all liabilities on the Agreement (Contract) on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*for example, on delivery \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or on rendering services on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)* No. \_\_\_\_\_ from «\_\_» 20\_\_\_, signed between the Principal and the Beneficiary.

**OPTION 3:** the liabilities arising in warranty period, established by the Agreement (Contract) on *(for example, on delivery \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or on rendering services on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)* No. \_\_\_\_\_ from «\_\_» 20\_\_\_, signed between the Principal and the Beneficiary.

**OPTION 4:** liabilities on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the short description of all liabilities of the Principal for which accomplishment the Guarantee is issued), established by the Agreement (Contract) on \_\_\_\_\_\_\_\_ *(for example, on delivery \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or on rendering services on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)* No. \_\_\_\_\_, to the subject conclusion between the Beneficiary and the Principal following the results of a tender/auction based on the Protocol \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**OPTION 5:** all liabilities on the Agreement (Contract) on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*for example, on delivery \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or on rendering services on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*) No. \_\_\_\_\_,to the subject conclusion between the Beneficiary and the Principal following the results of a tender/auction based on the Protocol \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

II. The guarantor undertakes to pay according to the written requirement of Beneficiary (further - the Requirement) an amount of money and (or) its part in accordance with the terms to this Guarantee. Beneficiary's requirement shall be signed by the head of Beneficiary (or other representative Beneficiary the person) and is certified by Beneficiary's seal.

The requirement for this Guarantee shall contain the reference to number and date of this Guarantee. In the Requirement the Beneficiary shall specify circumstances which approach attracts payment for this Guarantee, and also account details of the Beneficiary on which the Guarantor shall transfer the amount requested by the Beneficiary.

For receipt of payment on the Guarantee the Beneficiary along with the Requirement provides to the Guarantor the following documents:

1) The documents confirming the power of the person which has signed the requirement namely:

a) If the requirement is signed by the head of Beneficiary, then for the Guarantor it’s provided:

- the copy of the document assured by a seal of Beneficiary or notarially, on which basis the head Beneficiary performs the powers (The order on appointment, the Protocol on election, or other document according to the legislation and constituent documents of Beneficiary).

b) If the requirement is signed by the head of Beneficiary by proxy, then for the Guarantor it’s provided:

- the notarized copy of the power of attorney issued by the head of Beneficiary on the person which signed the requirement (further – "Power of attorney");

- the copy of the document certified by a seal of Beneficiary or notarially based on which the head of Beneficiary who issued the Power of attorney performed the powers, on date of issue of the Power of attorney (The order on appointment, the Protocol on election, or other document according to the legislation and constituent documents of Beneficiary)

III. The liability of the Guarantor to the Beneficiary is limited to payment of the amount on which the Guarantee is issued, and decreases by the amounts of the obligations fulfilled by the Guarantor on the Guarantee.

Responsibility of the Guarantor to the Beneficiary for failure to carry out or inadequate accomplishment by the Guarantor of the liability on the Guarantee is limited to the amount on which the Guarantee is issued.

IV. The guarantor makes payment on the Guarantee or refuses payment within 5 (Five) working days from the date of receipt of the requirement of Beneficiary. The motivated refusal goes by the Guarantor to Beneficiary and to the Principal.

The guarantor on external signs estimates compliance of the Requirement and the provided documents to conditions and requirements stated in the Guarantee.

The documents which aren't specified in the Guarantee aren't checked by the Guarantor and not estimated.

The documents attached to the Requirement of the Beneficiary the Guarantor don't return including if the Guarantor refuses payment on the Guarantee.

V. The requirement of the Beneficiary and documents specified in this Guarantee shall be obtained by the Guarantor before the expiration of the term of its action specified in the item VII Guarantees to the address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

VI. The liabilities of the Guarantor provided by this Guarantee are considered to be performed from the moment of cash write-off from correspondent account of the Guarantor for benefit of the Beneficiary according to the details specified in the Requirement.

The guarantor has the right to increase the amount and/or validity period of the Guarantee without consent of the Beneficiary. All other warranty conditions can be changed by the Guarantor from a written consent of the Beneficiary assured by his seal.

VII. The guarantee is irrevocable, comes into force "\_\_" \_\_\_\_\_\_ 20 \_\_ (OPTION: after the date of transmission of the Guarantee) also works on "\_\_\_\_" \_\_\_\_\_\_ 20 \_\_ inclusive.

VIII. The guarantee stops on the bases provided by the current legislation of the Russian Federation.

Besides, the Guarantee stops in date of return of the original of this Guarantee by the Principal or Beneficiary Garantu. In this case the written refusal of the Beneficiary of the rights on a guarantee isn't required. In case of the termination of the Guarantee on the bases provided by subitem 3 and subitem 4 of item 1 of Art. 378 of the Civil Code of the Russian Federation, return of the original of the Guarantee to Garant isn't obligatory.

IX. This Guarantee is regulated and is subject to interpretation in accordance with the legislation of the Russian Federation.

X. All disputes, disagreements or requirements arising from this Guarantee or in connection with it are subject to consideration in Arbitration tribunal of Moscow.

XI. This Guarantee is constituted in one authentic copy which is issued to the Principal for further transfer to the Beneficiary and in case of loss isn't recovered.

**The Head \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_\_\_\_\_ /**

**M.P.**

**THE FORM IS COORDINATED**

|  |  |
| --- | --- |
| **Bank** | **Applicant** |
| **Department Director**  **Project and Structured Finance** | **General Director** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ D.A. Teterin** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ L.V. Ryzhonkov** |

Appendix №4/2

to the Agreement on the provision of bank guarantees / counter-guarantees

№4084-15 / SBG from "\_\_\_" in October 2015

**Form of the bank guarantee**

**THE BANK GUARANTEE**

**The city of \_\_\_\_\_\_\_\_\_\_\_\_** date of issue of the Guarantee: **«\_\_\_\_\_» \_\_\_\_\_\_\_\_\_\_ 20\_\_\_**

I.Public joint stock company «Financial Corporation Otkrytiye» performing activities as credit institution based on the General license No. 2209 granted by the Bank of Russia on November "24", 2014, a BIC 044525985, Corr. Account No. 30101810300000000985 in GU of the Bank of Russia across the CFD, OGRN 1027739019208, TIN/TRRC 7706092528/775001001, OKPO 17526887 which is located at: 115114, Moscow, Letnikovskaya St., 2, p. 4, hereinafter referred to as "Guarantor", on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, issues \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (to specify the name of the beneficiary) (the location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, IIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / the check point \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, PSRN \_\_\_\_\_\_\_\_\_\_, the settlement account No. \_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), hereinafter referred to as "Beneficiary", this bank guarantee (further – "Guarantee") in ensuring proper execution of liabilities \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (to specify the name) (the location \_\_\_\_\_\_\_\_\_\_\_\_\_, IIN \_\_\_\_\_\_\_\_\_\_, OGRN \_\_\_\_\_\_\_\_\_\_\_\_\_), hereinafter referred to as "Principal", on return of the amount paid by the Beneficiary to Principal in the form of an advance payment on \_\_\_\_\_\_\_\_\_\_\_ (the name of the agreement) to No. \_\_\_\_\_, "\_\_\_" \_\_\_\_\_\_\_\_\_ 20 \_\_\_ concluded between the Beneficiary and the Principal (further – "Contract").

II. The guarantor undertakes to pay according to the written requirement of the Beneficiary signed by representatives on that persons and under seal the Beneficiary, the amount which isn't exceeding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the amount in figures and in cursive script with indication of currency), in case of non-execution or improper execution by the Principal of the liabilities provided with this Guarantee. The requirement of the Beneficiary shall contain specifying on circumstances which approach attracts payment for this Guarantee, and also account details of the Beneficiary on which the Guarantor shall transfer the amount requested by the Beneficiary.

For receipt of payment on the Guarantee the Beneficiary along with the written requirement provides to the Guarantor the following documents:

1) The documents confirming the power of the person which signed the requirement namely:

a) if the requirement is signed by the head of Beneficiary, then to the Guarantor it’s provided:

- the copy of the document certified by a seal of Beneficiary or notarially, based on which the head performs the powers (The order on appointment, the Protocol on election, or other document according to the legislation and constituent documents of the Beneficiary);

b) if the requirement is signed by the representative of Beneficiary by proxy, then to the Guarantor it’s provided:

- the notarized copy of the power of attorney issued by the head of Beneficiary on the person which signed the requirement (further – "Power of attorney");

- the copy of the document certified by a seal of Beneficiary or notarially, based on which the head of Beneficiary who issued the Power of attorney performed the powers, on date of issue of the Power of attorney (The order on appointment, the Protocol on election, or other document according to the legislation and constituent documents of Beneficiary);

III. . Within 5 (Five) working days after the receipt of the written requirement and documents specified in the section II of the Guarantee, the Guarantor shall meet Beneficiary's requirement or direct written refusal. The motivated refusal goes from the Guarantor to Beneficiary and to the Principal.

(OPTION: The guarantor has the right to impose on the Beneficiary to offsetting requirement yielded to the Guarantor Printsipal.)