

RULES

on using current accounts opened to individuals in subdivisions of Victoriabank JSC

1. GENERAL PROVISIONS

1.1. These Rules establish the procedure of opening current accounts for individuals and stipulate Parties' rights, obligations and liabilities arising in this case.

1.2. These Rules represent a sample document of the Bank and are an integral part of the individual's application requesting the opening of an account. The clauses of these Rules shall be accepted at the same time when the application on account opening is signed, which will mention "I have familiarized myself with the Rules on using current accounts opened to individuals in subdivisions of Victoriabank JSC".

1.3. In order to familiarize the Clients with the clauses of these Rules, the Bank shall distribute them by publishing the information through one or several channels listed below:

- place the information on the Bank's corporate site www.victoriabank.md
- inform the Clients by means of remote access systems of the Bank;
- place announcements on billboards in branch offices, auxiliary offices and other structural subdivisions of the Bank that provide services to Clients;
- send informational messages by electronic mail;
- use other methods that would allow the Client receive the information and understand that it was sent by the Bank.

It shall be deemed that the Client familiarized himself/herself with published information when the information became accessible to Clients.

1.4. The clauses of these Rules shall be integrally accepted by the Client.

1.5. If these Rules are accepted, the Clients shall assume the obligations provided by the Rules in respect of the Clients and the Bank shall respectively assume all the obligations stipulated by these Rules in respect of the Bank.

2. OPERATION OF ACCOUNT

2.1. Bank operations on Client's current accounts shall be made in the manner and based on documents provided by legislation in force, normative acts of the NBM and this contract. If the Bank and the Client agree on using the electronic payment system ("Personal.Bank"), the relations between parties shall be additionally regulated.

2.2. Payments shall be made from Client's account based on payment orders signed by the Client, except for the cases of incontestably blocking the money on Client's accounts as provided by normative acts in force.

2.3. The payment documents regarding the credit transfer from Client's account shall be accepted by the Bank for execution according to the bank's work schedule and shall be made with the date of issuance within the limits of the Client's account balance.

2.4. The registration of money on account shall be made without limiting the amount and on the date the relevant payment documents were received.

2.5. Money may be deposited on and withdrawn from Clients' account by the Client or his/her representatives based on relevant documents as required by normative acts of the NBM.

3. OBLIGATIONS OF PARTIES

3.1. The bank shall be obligated to:

3.1.1. open current accounts in MDL and/or foreign currency after the submission of all documents required by the Bank based on normative acts in force.

3.1.2. keep the confidentiality of all facts revealed due to its relations with the Client, except for cases provided by legislation in force.

3.2. The Client is obligated to:

3.2.1. comply with the work schedule established by the Bank and prepare correctly all documents necessary for making financial operations on his/her account.

3.2.2. Pay all commission charges in compliance with Bank's tariffs for services provided by the Bank based on provisions of these Rules.

4. INTERESTS AND COMMISSIONS

4.1. The Client shall pay the Bank for services provided as set in the list of tariffs and commission charges for services provided by the Bank, approved by the Bank's Management Committee. The tariffs and commission charges are floating, the Bank having the right to change them depending on its policy and being obligated to notify the Client in advance, at least 5 days prior to their application, by posting the new tariffs and/or commission charges on informational billboards placed inside the Bank.

4.2. The banking commission charges shall be charged in Moldovan Lei or in foreign currency, depending on the nature of operation made. In case of lack of money for paying the commission charge in the currency of the operation made, the amount of the commission may be charged by the Bank from other accounts of the Client and converted into the currency of the operation at the exchange rate of the Bank on the date the operation was made.

4.3. The Client shall authorize the Bank to charge bank commissions by his/her own approval (by internal payment documents) from his/her accounts in Lei or foreign currency.

4.4. The Bank shall not pay any interest on amounts recorded on Client's accounts.

5. RESPONSIBILITIES OF PARTIES

5.1. In case of failure or improper fulfilment of obligations, the responsible party shall compensate for all damages caused in compliance with legislation in force.

5.2. In case of Bank's failure to meet the deadlines indicated on Client's payment documents provided by Art. 2.3., the Bank shall pay the Client a penalty equal to the basic rate of the National Bank of Moldova on the date of receiving Client's payment orders, calculated for each day of delay, from the amounts indicated in payment orders.

5.3. The Bank shall not be held liable for failure to execute Client's orders in the following cases:

- the requested operation is prohibited by the legislation of the Republic of Moldova,
- the payment requisites are incorrectly or incompletely indicated;
- the amount of the operation (including the banking charges) exceeds Client's account balance;
- other cases not falling under Bank's responsibility.

5.4. The Bank shall not be responsible for delaying the payments to/from Client's account, if this is due to client's fault or third parties' fault (including beneficiary's/payer's bank or a third party's bank), and for consequences related to their financial condition.

5.5. The parties shall be exempted from responsibility for partial execution of or failure to fully meet the obligations assumed according to this Contract, if such failure is caused by circumstances that can not be foreseen and prevented, such as: flood, fire, natural calamities, military actions, actions of law enforcements bodies or state administration, which are mandatory for execution, etc. The Party that is unable to fulfil its obligations due to circumstances of force majeure shall notify the other party about the occurrence of these circumstances and their impact on the execution of the contractual obligations and shall undertake all measures to minimize the effects of force majeure circumstances on the execution of this Contract.

6. AMENDMENT OF RULES

6.1. The Bank shall be entitled to unilaterally make amendments to these Rules, including the approval of a new version of Rules.

6.2. To enter into force the amendments made to the Rules by the Bank, The Bank is obligated to publish the information on amendments as provided by paragraph 1.3. of these Rules.

6.3. If the Client disagrees with the amendments made to the Rules or the conditions of the new Rules, the Banks is entitled to close the account.

6.4. The Bank shall not be held responsible if the information about the amendments to the Rules, published as provided by these Rules, was not received and/or studied and/or understood correctly by the Client.

6.5. Any amendments to the Rules, after being entered into force, shall be equally valid for all persons who joined these Rules, including for persons who joined the Rules before the amendments were entered into force.