

TERMS

for retail money transfers on behalf of individual customers without account opening, including cross-border money transfers

1. General terms for retail money transfers

1.1. Funds can be transferred on behalf of individual clients without account opening both within the Russian Federation and abroad (cross-border transfers).

1.2. The Client can make transfers in Russian and foreign currency in accordance with the requirements of Russian currency legislation, Federal Law No. 173-FZ "On Currency Regulation and Currency Control" of 10.12.2003, and the Bank's internal rules and procedures.

1.3. Bank performs retail non-cash transfers in Russian Federation in accordance with the Federal Law No. 161-FZ of 27.06.2011 "On the National Payment System" and the Central Bank Regulation dated June 29, 2021 No. 762-P "On the Rules for Money Transfer".

1.4. In order to comply with the requirements established by the Federal Law of 07.08.2001 No. 115-FZ "On anti-money laundering and counter-terrorism financing, Bank of Russia Regulation No. 15.10.2015, dated 499-P, "On Clients' Identification, Client's Representatives, Beneficiaries and Beneficial Owners by Credit Institutions for the Purpose of Anti-money laundering and counter-terrorism financing", other current legislative and regulatory acts, "Internal control rules in order to anti-money laundering, counter-terrorism financing, combating proliferation financing" of the Commercial Bank "Novy Vek" (LLC), Bank must identify clients, representatives of the Client, beneficiaries and beneficial owners.

1.5. Customer can perform money transfer in the foreign currencies specified in the Bank's internal regulations (Order) regarding transactions with foreign currency cash at the Bank's cash desk.

1.6. Transfer is to be done without transfer sum limitation for the incoming and the outgoing transfers excepting those limitations that are named in the current legislation, Central Bank regulations, for Transfers via Payment Systems - also restrictions established by Payment System operators.

1.7. Transfers are executed if they are not related to the Client's business activities.

2. Transfer Procedure

2.1. Customer submits to the Bank the following documents for the Transfer:

– passport or any other document certifying his identity in accordance with the legislation of the Russian Federation or recognized in accordance with an international agreement of the Russian Federation as an identity document, other documents necessary to identify the Client, recognized by legislative and regulatory acts of the Russian Federation;

– Filled Client's application for the money transfer in the form provided by the Bank

– if the transfer is being made by a foreign citizen or stateless person: a migration card and documents confirming the right of stay (residence) in the Russian Federation and listed in Appendix 1 of Central Regulation No. 499-P;

– A Client Questionnaire, completed in accordance with the form approved by the Bank (provided in cases established by the current legislation and the Internal control rules in order to anti-money laundering, counter-terrorism financing, combating proliferation financing of the Commercial Bank "Novy Vek" (LLC)

– Other documents at the Bank's request, as required by current legislation and Central Bank regulations.

2.2. The Client may not present identification documents if the Transfer amount does not exceed 100,000 rubles or an amount in a foreign currency equivalent to 100,000 rubles, except the cases when Bank employees engaged in anti-money laundering transaction monitoring suspect that the operation is being carried out for the purpose of money laundering or financing terrorism.

2.3. The Client provides the Bank with the supporting documents in accordance with the requirements of currency legislation and the Central Bank regulations for the Transfers subject to currency control:

- agreements, contracts;
- invoices and other documents confirming the transfer of goods (performance of work, services provided), information, and intellectual property, including exclusive rights thereto;
- other documents.

2.4. The Client provides the Bank with a power of attorney if he was granted the right to manage money of another individual.

2.5. Transfers are processed within the timeframe established by current legislation, namely, no later than the first business day following the date of acceptance of the Transfer Request.

2.6. The Bank is not responsible for any errors or omissions made by the Client when completing the Transfer Request, including the case of incorrect information about the transfer recipient presented by the Client.

2.7. Withdrawal, cancellation of the application for transfer or making any changes to it at the request of the Client after receiving the application for Transfer by the Bank for execution is to be carried out until the Transfer becomes irrevocable and final in accordance with the law.

2.8. Receipt of transferred funds may be accomplished by crediting the funds to the recipient's bank account or issuing cash to the recipient.

3. Bank's fee payment

3.1. The Client undertakes to promptly and fully pay the required commission fee and Bank service fees in accordance with the Bank's Tariffs valid at the time of the Transfer.

4. Transfer Return Procedure

4.1. When the Transfer is returned to the Bank due to the closure of the recipient's account or the details incorrectly specified by the sender (Client), the Bank notifies the Client on the issue in any possible way, by phone or in writing. The Transfer Amount is issued to the Client at the Bank's cash desk upon presentation by the Client of an identity document in accordance with the legislation of the Russian Federation. The commission fee paid (paid) by the Client for Bank services is not be returned.

5. Claims submission procedure. Bank's claims resolution procedure

5.1. The Client who believes that the Bank has failed to fulfill or has improperly fulfilled its obligations has the right to submit a written, reasoned demand/claim to the Bank for elimination of violations and compensation for losses either in writing or orally, by telephone, at the number listed on information boards at service locations or on the Bank's official website.

5.2. Bank considers Clients' claims on transfers within the timeframe established by the law.

6. Final statements

6.1. Bank is not responsible for non-fulfillment or improper fulfillment of its obligations if fulfillment of such obligations becomes impossible, difficult, or delayed due to emergency events (natural disasters: fires, floods, earthquakes, etc.) that the Parties could neither foresee nor prevent by reasonable measures, as well as the issuance of acts by state authorities preventing the Bank from fulfilling its obligations (hereinafter referred to as Force Majeure Circumstances). Unless otherwise agreed in writing, in the event of Force Majeure, Bank has the right to suspend the performance of its obligations which are subject to Force Majeure until such Force Majeure ceases.

6.2. Bank has the right to amend or supplement these Terms and Conditions and Tariffs.

6.3. Information on the current Terms and Conditions and Tariffs is to posted by the Bank in a form accessible to the Clients at points of service on the Bank's information desk/ official website on the Internet.