

APPROVED
by the order of “Dzengi” Closed Joint Stock
Company as of January 13, 2023
No. 06-ОД

**GENERAL CONDITIONS FOR
DIGITAL TOKENS (TOKENS) ALIENATION**

1. Key terms and their definitions

Along with the expressions (terms) used in the Decree of the President of the Republic of Belarus of December 21, 2017 No. 8 “On the development of the digital economy” and other acts of legislation of the Republic of Belarus, as well as acts of the Supervisory Council of the High Technologies Park (Belarus), the following key the expressions (terms) and their definitions are used in the **Conditions of Alienation**:

Funds	money, electronic money of the Acquirer , <i>inter alia</i> those held by the Company and accounted for the Acquirer in his Account .
Agreement	a hybrid contract (containing the elements of a sale and purchase agreement, or an exchange agreement and (or) other civil law agreements) on the basis of which the Company alienates digital tokens (tokens) (hereinafter referred to as “tokens”) or property rights in respect of them concluded between the Company and the Acquirer .
Order	an offer sent by the Acquirer of the Company by means of the Information System (via the Account or otherwise) to conclude the Agreement (the Company shall be also entitled to admit to consideration this offer sent in paper form or through other means). If the Acquirer in the course of trading in tokens (tokens trading) sends the Order , it simultaneously serves as the acceptance of the counter (offsetting) order of another token trader (including the Company Order). The Order form is determined by the Company (the word “Order” in this form may not be used).
Company Order	an order for purchase and (or) sale of tokens for money or electronic money, or exchange tokens of one type for tokens of another type, performing the functions of both the offer and the acceptance, placed by the Company in the trading system of the Company .
Information System	a set of data banks, information technologies and a complex (complexes) of software and hardware tools used by the Company to carry out its activities, including the cryptoplatform (trading platform) “Dzengi.com”, the mobile application “Dzengi.com Exchange”, the mobile application “Dzengi.com – Buy Bitcoin!”.
Company	“Dzengi” Closed Joint Stock Company (Republic of Belarus, Payer’s Identification Number 193665666).
Acquirer	an individual or a legal entity who is a client of the Company and who acquires (intends to acquire, has acquired) tokens or property rights in respect of them from the Company . The information allowing to identify this person has been communicated by him by indicating them on the Company’s website on the Internet (or in any other way offered by the Company) during creation of the Account and has been placed on record by the Company .
Parties	parties to the Agreement (the Acquirer and the Company).
Tokenised bond	a token the price of which in the Information System corresponds to the market (current) value of a certain bond (government bond) and which certifies the rights of the owner of this token, provided for in the White Paper Declaration, in accordance with which this token is created and placed.
Conditions of Alienation	of These General Conditions for Digital Tokens (Tokens) Alienation, which are an integral part of the Agreement .
Account	the account created by the Acquirer in the Information System and used by the Acquirer to perform various activities in the Information System and to account for the Acquirer’s Funds and tokens held by the Company .

2. General Provisions of the Conditions of Alienation

- 2.1. **The Conditions of Alienation** are the agreement between the **Company** and the **Acquirer** concluded in accordance with clause 21 of the Regulations on the High Technologies Park approved by the Decree of the President of the Republic of Belarus dated September 22, 2005, No. 12, and other legislation of the Republic of Belarus.
- 2.2. The **Conditions of Alienation** shall stipulate the terms under which the **Company** alienates tokens **to the Acquirers**, and the latter acquire them from the **Company**.
- 2.3. The **Conditions of Alienation** shall be concluded for an indefinite period of time and shall be deemed to be valid until the **Parties** have fully fulfilled their obligations under the **Conditions of Alienation**.
- 2.4. For the purposes of interpretation and application of the **Conditions of Alienation** and other constituent parts of the **Agreement** their texts in the Russian language shall prevail over their texts in other languages.
- 2.5. The special aspects of alienation of certain types of tokens by the **Company** shall be set forth according to Annex 1 to the **Conditions of Alienation**, which shall be an integral part of the **Conditions of Alienation**.
- 2.6. The conditions of alienation of tokens by the **Company** with the use of the platform “OTC desk” shall be determined by a separate agreement of the **Parties**. In this case, the conditions of the **Agreement** shall not be applied to the relations of the **Parties** arisen from such a separate agreement, unless otherwise provided by the agreement of the **Parties**.
- 2.7. In the cases specified in the **Conditions of Alienation** the provisions of the **Conditions of Alienation** on alienation of tokens shall be applied to alienation of property rights in respect of tokens.
- 2.8. The **Acquirer** shall not be entitled to use operational incidents on the side of the **Company** (including the errors of its employees) to obtain any benefit for himself or other persons or to cause any damage (harm) to other persons, or otherwise use the **Information System** in bad faith (the fact of such use in bad faith shall be found (established) by the **Company** at its sole and absolute discretion). If within the process of conclusion and (or) performance of the **Agreement** an operational incident on the side of the **Company** occurs, the **Company** shall be entitled to return the **Parties** (the situation) in the position that has been before this operational incident has occurred, including to withhold (unilaterally deduct) the relevant quantity of tokens from the quantity of tokens accounted for the **Acquirer** on his **Account**, and (or) carry out other actions provided for by the **Agreement**. The term “operational incident” shall be construed in accordance with the local legal acts (internal policies) of the **Company**.
- 2.9. The **Conditions of Alienation** shall not apply to tokens alienation without using the cryptoplatfrom (trading platform) “Dzengi.com”, the mobile application “Dzengi.com Exchange”, the mobile application “Dzengi.com – Buy Bitcoin!” (in particular, to transactions made using the software of third parties specially integrated with the information system of the **Company**), as well as to relations within the framework of contracts of agency, commission or other similar contracts concluded by the **Company** (unless otherwise provided in these contracts).

3. Disclosure of risk information

By accepting (concluding) and (or) performing the **Conditions of Alienation**, the **Acquirer** acknowledges that he (it) has read the following risk information disclosed by the **Company** and that he (it) accepts these risks:

- 3.1. tokens are not legal tender and are not required to be accepted as a means of payment;
- 3.2. the Republic of Belarus, its administrative and territorial units, the Supervisory Council of the High Technologies Park (Belarus) and state institution “The administration of the High Technologies Park” (Belarus) are not liable to token owners for their technical and legal properties, both as declared during their creation and placement and necessary for token owners to achieve the goals they set when acquiring tokens;
- 3.3. tokens are not provided by the state;
- 3.4. acquisition of tokens may lead to complete loss of **Funds** and other objects of civil rights (investments) transferred in exchange for tokens (including as a result of token cost volatility; technical failures (errors); illegal actions, including theft);

- 3.5. the technology of the register of transaction blocks (blockchain), other distributed information system and similar technologies are innovative and constantly updated, which implies the need for periodic updates (periodic improvement) of the **Information System** and the risk of technical failures (errors) in its operation;
- 3.6. certain tokens alienated by the **Company** may be of value only when using the **Information System** and (or) the **Company's** services;
- 3.7. as the attitude of different states (their regulators) to token transactions (operations) and approaches to their legal regulation differ from jurisdiction to jurisdiction, there is a risk that the **Agreement** or its particular conditions may be invalid and (or) unenforceable in certain states.

4. Procedure for token alienation

- 4.1. Tokens may be alienated by the **Company** in the following ways:
 - 4.1.1. in trading in tokens (tokens trading) in the **Company's** trading system (hereinafter referred to as "trading in tokens") based on the competition of orders for acquisition and alienation of tokens submitted by various token traders and the **Company** to the **Company's** trading system;
 - 4.1.2. out of trading in tokens (direct alienation by the **Company** to the **Acquirer**).
- 4.2. The **Company** may alienate both tokens owned by the **Company** and tokens owned by other persons. The **Company** may alienate tokens in the manner of placing them (in this case, the **Acquirer** becomes the first owner of the relevant tokens). If the **Company** alienates tokens of other persons in the manner of tokens placing (except for tokens issued by a legal entity carrying out the activities of a cryptoplatform operator and transferred to the **Company** under a contract and/or title to which has been transferred to the **Company**, and in respect of which the **Company** has obligations corresponding to the rights (claims) of holders of such tokens conditioned upon their creation and placement (rights to civil rights objects which are certified by such tokens) provided for in the "White Paper" declaration relating to such tokens) or tokens belonging to other persons by power of attorney (i.e. by order and on behalf of another person), the **Conditions of Alienation** shall not apply and the relations arising in this case shall be governed by a separate agreement (for example, by the Agreement on Alienation of Digital Tokens (Tokens) of Legal Entities Other Than Dzengi CJSC in the Manner of Placing, etc.).
- 4.3. The subject matter of the **Agreement** shall be determined by the **Orders** (and in the event of token alienation in trading in tokens – also by the **Company Orders** opposite to the **Orders**) and may provide, among other things, for the **Acquirer's** receipt of the title of property to the tokens (property rights in respect of tokens) alienated by the **Company** for **Funds** in exchange for tokens of other type, etc. (the subject matter of the **Agreement** may be provided in the confirmation specified in sub-clause 6.2.1.3 of clause 6 of the **Conditions of Alienation**, or in the electronic message specified in sub-clause 6.3.2 of clause 6 of the **Conditions of Alienation**, or in the agreement provided for in sub-clause 4.4.2 of this clause). The subject matter of the **Agreement** may provide for the alienation of tokens in the order of their placement (in which case the **Acquirer** acts as the first owner of the respective tokens).
- 4.4. Unless otherwise provided by the **Conditions of Alienation**, the terms of the **Agreement** are set out in the following constituent parts:
 - 4.4.1. when alienating tokens in trading in tokens – in the Terms and Conditions of Use of the Cryptoplatform (Trading Platform), Other Software and the Website (hereinafter referred to as "the Terms and Conditions"), the agreement for participation in trading in tokens, the **Conditions of Alienation**, as well as in the **Order** satisfied by the trading system of the **Company** (or, as an alternative to the **Order**, in the confirmation specified in sub-clause 6.2.1.3 of clause 6 of the **Conditions of Alienation**);
 - 4.4.2. when alienating tokens out of trading in tokens – in the Terms and Conditions, the **Conditions of Alienation**, as well as the **Order** sent by the **Acquirer** and accepted by the **Company** (or, as an alternative to the **Order**, in the electronic message specified in sub-clause 6.3.2 of clause 6 of the **Conditions of Alienation**). Instead of the **Order** the subject matter of the **Agreement** as well as other conditions of tokens alienation may be determined in a separate agreement, *inter alia* signed by the **Parties** in paper form;

- 4.4.3. when alienating the **Company's** own tokens created by the Company or on its behalf by another person (including in the order of their placement) – along with the constituent parts provided for in sub-clauses 4.4.1 and 4.4.2 of this paragraph – also in the relevant White Paper Declaration approved by the head of the **Company**;
- 4.4.4. when tokens are alienated on individual conditions – also in the relevant agreements that establish the individual conditions.
- 4.5. In case of contradictions between the constituent parts of the **Agreement**, in its interpretation these contradictions shall be resolved in favor of:
- 4.5.1. agreements that establish the individual conditions – in relation to other constituent parts of the **Agreement** (except for the case stipulated in sub-clause 4.5.3 of this clause);
- 4.5.2. the **Order** satisfied by the trading system of the **Company** or confirmation, specified in sub-clause 6.2.1.3 of clause 6 of the **Conditions of Alienation** (when alienating tokens in trading in tokens) or the **Order** sent by the **Acquirer** and accepted by the **Company**, or the electronic message specified in sub-clause 6.3.2 of clause 6 **Conditions of Alienation**, or the agreement provided for in sub-clause 4.4.2 of this clause (when alienating tokens out of trading in tokens) – in relation to other constituent parts of the **Agreement** (except for the case stipulated in sub-clause 4.5.3 of this clause);
- 4.5.3. the **Conditions of Alienation** – with respect to other constituent parts of the **Agreement**, except for the constituent parts of the **Agreement** specified in sub-clause 4.5.1 of this clause (except for the case provided for in sub-clause 4.5.3 of this clause);
- 4.5.4. the relevant White Paper Declaration approved by the **Company's** head (when alienating the **Company's** own tokens created by the Company or on its behalf by another person (including in the order of their placement)) – in relation to other constituent parts of the respective **Agreement**.
- 4.6. Although the Terms and Conditions, the agreement for participation in trading in tokens, the **Conditions of Alienation** and in appropriate cases – White Paper Declarations approved by the **Company's** head, are considered to be constituent parts of the **Agreement**, they are also present separate (independent) agreements binding upon their parties, regardless of whether or not the **Agreement** is in general considered to be concluded and (or) valid. In case the **Acquirer** has used of the possibility of postponed identification in accordance with sub-clause 4.14 of clause 4 of the Terms and Conditions, the said agreements and (or) the **Agreement** in general shall be deemed to be concluded from the moment specified in sub-clause 4.15.3 of clause 4 of the Terms and Conditions.
- 4.7. The conditions of the **Agreement** on the types and (or) amounts of the remuneration stipulated in sub-clause 8.7 of clause 8 of the **Conditions of Alienation** may be set forth by the **Company** in the cryptoplatfrom (trading platform) “Dzengi.com” and (or) on the Company's Internet site (www.dzengi.com).
- 4.8. The **Company** may alienate tokens of certain types on specific conditions (for example, only in the manner of exchanging them for the tokens of another type).
- 4.9. The transfer by the **Acquirer** to the **Company** of **Funds** and tokens for the acquisition of tokens of one type may be associated with the acquisition by the Acquirer of other types of tokens required for the acquisition of the first type of tokens (in this case, prior to the transfer of the said **Funds** and tokens, the **Acquirer** shall be provided with the form of the corresponding **Order** for the acquisition of tokens of another type). In this case, the **Account of the Acquirer** will reflect and take into account the mentioned tokens of another type.
- 4.10. The **Agreement** is not a standard form contract or a contract of adhesion. The **Company** is entitled to decide at its sole and absolute discretion whether it will conclude the **Agreement** (including with respect to its certain parts) with a particular person or not.
- 4.11. The **Company** is entitled in the cases determined by it at its sole and absolute discretion to carry out transfer of the title of property to tokens (including the ones being placed) to the **Acquirer** on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis (including within advertising actions and other promotional events). The **Company** shall inform the **Acquirer** about such a transfer. The title of property to such tokens shall be considered to emerge on the side of the **Acquirer** from the moment of adding (augmenting) the quantity of these tokens to the quantity of tokens accounted for the **Acquirer** on his **Account** before by the **Company**. The Acquirer

consents to accept the title of property to any said tokens. From the said moment between the **Company** and the **Acquirer** there shall be deemed to be concluded a contract under which the **Company** transfers to the **Acquirer** the title of property to the relevant tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis in respect of the actually added (augmented) quantity of these tokens. The type and quantity of these tokens shall be determined by the **Company** at its sole and absolute discretion, unless otherwise provided by the agreement of the **Parties**. The place of conclusion and performance of the said contract is the city of Minsk (Republic of Belarus). Clauses 1 and 11 of the **Conditions of Alienation** as well as this sub-clause shall be applied to the relations of the **Parties** under the said contract; other provisions of the **Conditions of Alienation** shall not be applied to them. Special aspects of conclusion, performance, amending and termination of the said contract may be stipulated by the Terms and Conditions, in which case with respect to interpretation and application of the said contract the provisions of the Terms and Conditions shall prevail over the provisions of this sub-clause.

- 4.12. In the **Conditions of Alienation** as well as in the interface of the **Information System**:
- 4.12.1. under acquisition and alienation of tokens (the title of property to the tokens) which are cryptocurrencies (hereinafter for the purposes of this sub-clause referred to as “cryptocurrency”) the **Parties** shall understand acquisition and alienation of the property right to obtain from the **Company** the title of property (to demand from the **Company** to transfer the title of property) to the relevant quantity of cryptocurrency within the time limit of not later than three business days from the date of acquisition of this property right by the **Acquirer** (hereinafter for the purposes of this sub-clause referred to as “the property right”), unless otherwise provided for by sub-clause 4.12.2 of this clause. In the **Information System** with the property right one may carry out all the transactions which can be carried out in the **Information System** with cryptocurrency. The property right shall be deemed to be acquired or alienated at the moment of conclusion of the agreement under which it is acquired or alienated. The fact of acquisition by the **Acquirer** of the property right under the relevant agreement shall create (give rise to) the **Company’s** obligation to acquire the relevant quantity of cryptocurrency from a third party (or to separate out this quantity from the **Company’s** own cryptocurrency) and to transfer the title of property to it to the **Acquirer** within the aforesaid time limit, unless otherwise provided for by sub-clause 4.12.2 of this clause (the said fact shall be accounted on the **Acquirer’s Account** in the form of a record about the same quantity of cryptocurrency as in respect of which the **Acquirer** has acquired the property right as though the **Acquirer** has not acquired the property right but has acquired directly the title of property to the relevant quantity of cryptocurrency). The title of property to the relevant quantity of cryptocurrency shall be deemed to be transferred to the **Acquirer** (to emerge on his side) at the moment of its acquisition by the **Company** from a third party and in the case of separation out from the **Company’s** own cryptocurrency – at the moment of the aforesaid accounting on the **Acquirer’s Account** (at that, the title of property to the cryptocurrency is deemed to be transferred to the **Acquirer** for consideration – i.e. for the price which has been paid by the **Acquirer** for the property right.). The fact of alienation of the property right by the **Acquirer** to the **Company** shall entail termination of the aforesaid **Company’s** obligation, arisen out of acquisition of the property rights by the **Acquirer**, by means of confusion of debts;
- 4.12.2. the provisions of sub-clause 4.12.1 of this clause shall be applied in respect of Leverage-operations (the expression “Leverage-operation” shall be understood in accordance with the Terms and Conditions), under which making investments in change in prices for cryptocurrencies is carried out, – with regard to such cryptocurrencies and with account taken of the following specific features. The relevant property right shall present the right to obtaining from the **Company** the title of property (the right to demand from the **Company** transferring the title of property) to the relevant quantity of cryptocurrency within the time limit prescribed by the agreement between the **Acquirer** and the **Company**, concluded for closing (termination) of the Leverage-operation in a different manner than that provided for by the **Information System**. The fact of acquiring by the **Acquirer** this property right together with the fact of conclusion of the said agreement shall create (give rise to) the **Company’s** obligation to acquire the relevant quantity of cryptocurrency from a third party (or to separate out this quantity from the **Company’s** own cryptocurrency) and to transfer the title of property to it to the **Acquirer** within the time limit prescribed by the said agreement;

- 4.12.3. the provisions of sub-clause 4.12.1 of this clause shall be applied in respect of the cryptocurrency obtained by the **Acquirer** as a result of closing (termination) of Leverage-operations – in the cases in which the **Acquirer** carrying out Leverage-operations has invested cryptocurrency.

5. Procedure for determining the price of tokens alienated by the Company and the terms of disclosure of information about them

- 5.1. The procedure for determining the price of tokens depends on the type of tokens to be alienated (the nature of the rights to the objects of civil rights, the existence of which is certified by tokens, if they certify it) and the method of tokens alienation (in trading in tokens or out of trading in tokens). The token purchase price (the price of buying) differs from the token sale price (the price of sale). If tokens are alienated in accordance with sub-clause 8.5 of clause 8 of the **Conditions of Alienation**, the prices for them may differ from the prices for tokens of the same types alienated in the absence of circumstances stipulated in this sub-clause.
- 5.2. The procedure for determining the price of the **Company's** own tokens created by the Company or on its behalf by another person and placed by the **Company** shall be determined by the corresponding White Paper Declaration approved by the head of the **Company**. However, the price determined in accordance with this declaration may change depending on the actual demand and supply for these tokens in the **Information System**.
- 5.3. The price of tokens created by other persons (not on the instructions of the **Company**) shall be determined by the respective White Paper Declarations, agreements between these persons and the **Company**, as well as the actual supply and demand for these tokens.
- 5.4. The price of tokens, which are cryptocurrency, shall be generally determined by the Company on the basis of information obtained from the operators of trading platforms (cryptoplatforms) (liquidity providers, price feed providers) and taking into account the actual supply and demand for such tokens in the **Information System**.
- 5.5. Specific prices of tokens alienated by the **Company** shall be posted on the **Company's** website on the Internet. Having concluded the **Agreement**, the **Acquirer** acknowledges that he has made himself aware of these prices and agrees with them. In case of sending **Orders** which provide for prices of tokens that are different from those which are posted on the **Company's** website on the Internet, such **Orders** may be performed at these prices (depending on the actual demand and supply for the relevant tokens in the **Information System**).
- 5.6. **Orders**, depending on their amount (volume), taking into account sub-clause 6.2.1.3 of clause 6 of the **Conditions of Alienation** may be executed in parts, and the price at which they will be executed in parts may differ from the price for the tokens that the **Acquirer** sees in the **Information System** when submitting the **Orders**.
- 5.7. Information on the **Company's** own tokens, created by the Company or on its behalf by another person and placed by the **Company**, is disclosed by the **Company** by means of acquaintance of the **Acquirer** with the content of the corresponding White Paper Declaration, approved by the head of the **Company**, which is a constituent part of the **Agreement**.
- 5.8. The **Company** may disclose information on tokens created by other persons (not on behalf of the **Company**) by familiarizing the **Acquirer** with the content of the relevant White Paper Declarations.
- 5.9. Information on tokens that are exclusively cryptocurrency (do not certify that their owners have rights to the objects of civil rights) shall be clarified (obtained) by the **Acquirers** themselves.

6. Conclusion of the Agreement

- 6.1. The **Agreement** shall be deemed concluded if the **Parties** have reached an agreement on all the conditions provided for in all the constituent parts of the **Agreement**.

- 6.2. The agreement on all the conditions provided for in all the constituent parts of the **Agreement** shall be deemed to have been reached if all the following circumstances occur in aggregate:
- 6.2.1. when alienating tokens in trading in tokens:
 - 6.2.1.1. the **Acquirer** has assented (agreed) to the Terms and Conditions, as well as the **Conditions of Alienation** in electronic form when the **Acquirer** creates an **Account** by means of making the symbol “√” on accepting the agreement in the relevant window and proceeding with the registration for creating an **Account** (with the receipt by the **Company** in electronic form confirmation of the fact of expression of this consent with the recording of the time of its receipt). This assent may be also expressed by means of signing the relevant documents in paper form or through other means;
 - 6.2.1.2. the **Acquirer** has assented (agreed) to the agreement for participation in trading in tokens in electronic form if the **Acquirer** is granted the status of a token trader (admission to the trading in tokens), which may take place when the **Acquirer** creates an **Account**, by means of making the symbol “√” on accepting the agreement in the relevant window and proceeding with the registration for creating an **Account** (with the **Company** receiving an electronic confirmation of the fact of expression of this consent with the recording of the time of its receipt). This assent may be also expressed by means of signing the relevant document in paper form or through other means;
 - 6.2.1.3. the **Company’s** trading system in whole or in part (the possibility of partial satisfaction (execution) takes place as a general rule unless otherwise provided for in the respective **Order** and the **Company Order**) has satisfied (executed) the counter (offsetting) **Order** and the **Company Order** with the overlapping (crossing) price conditions (with the receipt by the **Acquirer** in electronic form of confirmation of the fact of satisfaction (execution) stating the conditions on which the satisfaction (execution) has been made, and also with recording the time of satisfaction (execution)). Satisfaction (execution) of the corresponding **Order** and the **Company Order** shall be considered acceptance of the offer (the one placed in the **Company’s** trading system earlier shall be considered to be an offer, and the one placed later shall be considered to be an acceptance);
 - 6.2.2. when alienating tokens out of trading in tokens:
 - 6.2.2.1. the **Acquirer** has assented (agreed) to the Terms and Conditions, as well as the **Conditions of Alienation** in electronic form when the **Acquirer** creates the **Account** by means of making the symbol “√” on accepting the agreement in the relevant window and proceeding with the registration for creating an **Account** (with the receipt by the **Company** in electronic form confirmation of the fact of expression of this consent with the recording of the time of its receipt). This assent may be also expressed by means of signing the relevant documents in paper form or through other means;
 - 6.2.2.2. the **Company** has accepted the corresponding **Order** (with receipt by the **Acquirer** in electronic form of confirmation of the fact that the **Company** has made this acceptance);
 - 6.2.3. when alienating tokens created by the **Company** (including in the order of their placement) – in addition to the circumstances provided in sub-clauses 6.2.1 and 6.2.2 of this clause – the **Acquirer** has assented (agreed) in electronic form to (with) the corresponding White Paper Declaration, approved by the head of the **Company**, by means of making the symbol “√” on accepting the agreement in the relevant window and proceeding with the registration for creating an **Account** (with receipt by the **Company** in electronic form of confirmation of the fact of expression of this consent with recording of the time of its receipt). This assent may be also expressed by means of signing the relevant documents in paper form or through other means.
- 6.3. Unless otherwise is stipulated in sub-clause 4.6 of clause 4 of the **Conditions of Alienation**, provided that all the circumstances stipulated in sub-clause 6.2 of this clause are present, the **Agreement** shall be deemed to be concluded at the moment of (which is considered to be the moment of receiving the acceptance of the offer by the offeror):
- 6.3.1. satisfaction (execution) of the counter (offsetting) **Order** and the **Company Order** with the overlapping (crossing) price conditions by the **Company’s** trading system (when alienating tokens in trading in tokens);
 - 6.3.2. receipt by the **Acquirer** of confirmation of the fact that the **Company** has made acceptance provided for in sub-clause 6.2.2.2 of this clause (when alienating tokens out of trading in tokens). This confirmation shall

be sent to the **Acquirer** immediately after the acceptance has been made in the form of an electronic message containing all the conditions of the relevant transaction, formulated on the basis of the **Order** text (in this case the texts of other constituent parts of the **Agreement** are not duplicated in this message), and the fact of its receipt (with indicating the time) shall be established by the **Company**. This confirmation may also represent a corresponding record in the section “Reports” of the **Acquirer’s Account** in the **Information System**, and at the time of its appearance there it is considered that the **Acquirer** has received the confirmation of the fact that the **Company** has made the aforesaid acceptance.

- 6.4. The **Parties** recognize the City of Minsk (Republic of Belarus) as the place of conclusion and performance of the **Agreement** and its constituent parts.
- 6.5. The title of property to tokens being the object of the **Agreement** shall pass to the **Acquirer** (emerge on his side) from the moment of conclusion of the **Agreement**, unless otherwise provided for in sub-clause 4.12 of clause 4 of the **Conditions of Alienation**, in clause 6.6 of this clause or in the agreement provided for in sub-clause 4.4.2 of clause 4 of the **Conditions of Alienation**.
- 6.6. The title of property to tokens which is transferred to the **Acquirer** in fulfilment of the **Company’s** obligations in respect of the tokens created by the **Company** or under her task by another person shall move to the **Acquirer** (emerge on his side) at the moment of accounting (recording) these tokens on the **Acquirer’s Account**, unless otherwise provided for by the relevant White Paper Declaration.

7. Submission and consideration of the Order

- 7.1. The **Order** shall be sent (submitted) via the **Information System** in the form provided for (displayed) in the **Information System**. In addition to the information required for the **Parties** to reach an agreement on the subject matter of the **Agreement**, other information (conditions) may be provided for in this form. The **Company** shall be entitled but not obliged to admit to consideration the **Order** sent in paper form or through other means.
- 7.2. The **Order** shall be considered to be submitted (received by the **Company**) at the moment of its registration in the **Information System**. This registration shall be carried out during the time when the tokens trading in respect of the relevant tokens is conducted in the **Company’s** trading system (sub-clause 7.8 of this clause). The registration of the **Order** may not be carried out and the **Order** may not be admitted to participation in trading in tokens for the purpose of implementation of the pre-emption right provided for in the Agreement on Alienation of Digital Tokens (Tokens) of Legal Entities Other Than Dzengi CJSC in the Manner of Placing.
- 7.3. When alienating tokens out of trading in tokens, the **Company** shall ensure that the time of sending (submitting) the **Order** is recorded within the accuracy to seconds and that the electronic message providing for this time is immediately sent to the **Acquirer** after receiving the respective **Order** from the **Acquirer**.
- 7.4. By submitting the **Order**, the **Acquirer** confirms (represents to the **Company**) that, in accordance with the legislation of the Republic of Belarus and of the country whose citizenship he (it) holds (the country where it is established, registered or has its residence or domicile):
- 7.4.1. he (it) has the right to make and execute a transaction (operation) with tokens, which it initiates by sending the **Order**;
- 7.4.2. the **Company** has the right to make and execute a transaction (operation) with tokens, which he (it) initiates by sending the **Order**;
- 7.4.3. the conclusion and performance of the **Agreement** is lawful.
- 7.5. By submitting the **Order**, the **Acquirer** confirms (represents to the **Company**) that he (it):
- 7.5.1. has a sufficient level of knowledge and skills to be a party to a token transaction (operation), which it initiates by submitting the **Order**;
- 7.5.2. is fully aware of the legal consequences of the above mentioned transaction (operation) settlement;

- 7.5.3. is not a person with whom the **Company** is not entitled to establish relations in accordance with the acts of the Supervisory Council of the High Technologies Park (Belarus);
 - 7.5.4. has the status of a qualified investor in the meaning defined by the acts of the Supervisory Council of the High Technologies Park (Belarus) (if the **Acquirer** is a citizen of the Republic of Belarus and acquires the placed tokens for the **Funds**);
 - 7.5.5. agrees to be bound by the acts of the Supervisory Council of the High Technologies Park (Belarus) regulating the issues of alienation and acquisition of tokens and that he (it) has read these acts;
 - 7.5.6. does not have the place of residence or the place of registration (is not founded or registered) in the countries (territories) included by the **Company** in the list of prohibited jurisdictions (this list is placed on the **Company's** website on the Internet), is not a citizen (national) of such countries and, in case the **Acquirer** is a legal entity, that it does not have in these countries (territories) representative offices, branch offices and other separate divisions;
 - 7.5.7. will not use the **Information System** to conduct illegal and (or) unfair (bad faith) activity;
 - 7.5.8. will not spread any document unsupported information on the **Company** and (or) its activity as well as information which is not compliant with the legislation (including the legislation on advertising) and (or) the acts of the Supervisory Council of the High Technologies Park (Belarus).
- 7.6. Immediately after the **Order** is received the **Company** shall review the **Order** to ensure that it meets the content requirements set forth in the **Order** Form and that the **Company** is able to execute it, taking into account the amount of the **Acquirer's Funds** and tokens held by the **Company**.
- 7.7. The **Order**, received by the **Company**, is accepted by the **Company's** trading system (when alienating tokens in trading in tokens) or accepted by the **Company** (when alienating tokens out of trading in tokens) only if the following circumstances are present in the aggregate:
- 7.7.1. the **Order** complies with the requirements to its content stipulated in the **Order** form (including the nature and size (amount) of money and (or) other objects of civil rights, which constitute the **Acquirer's** consideration under the **Agreement** (e.g., the objects the which (the title of property to which) will be (have been) transferred to the **Company** by the **Acquirer** for the performance of the obligations of the latter under the **Agreement**);
 - 7.7.2. the **Company** has the ability to execute it. This ability is not available (may not be available), including if the **Company** has requested from the **Acquirer** certain documents (their copies, images) and (or) information (materials) in order to execute the **Order** in accordance with the requirements in the field of prevention of money laundering, financing of terrorist activities and proliferation of weapons of mass destruction, and the **Acquirer** has not provided them, or if the **Order** is otherwise hindered from execution by these requirements, as a result of lack of liquidity (illiquidity) (including as a result of non-provision of liquidity by the **Company's** counterparty), outside the time when the tokens trading in respect of the relevant tokens is conducted, as well as by technical and other reasons;
 - 7.7.3. the amount of the **Acquirer's Funds** and tokens held by the **Company** is sufficient for the execution of the **Order** (unless otherwise provided in the **Order** form or otherwise determined by the **Company**).
- 7.8. The **Order** submitted by the **Acquirer** (including out of trading in tokens) and come to the **Company** shall deemed to be received only during the time when the tokens trading in respect of the relevant tokens is conducted in the **Company's** trading system (this time shall be determined and changed by the **Company** at its sole and absolute discretion and posted on its website on the Internet), unless otherwise expressly permitted by the **Company**.

8. Performance of the Agreement

- 8.1. The nature and size (amount) of money and (or) other objects of civil rights, which (the title of property to which) will be (has been) transferred (including by means of automatic performance of the **Agreement** by the trading system of the **Company**) to the **Company** by the **Acquirer** to perform the duties of the latter under the **Agreement**, are clearly defined in the **Order**.

- 8.2. Performance of the **Agreement** when alienating tokens in the course of trading in tokens (in the part of actions of the **Parties** constituting the subject matter of the **Agreement**) is carried out by the trading system of the **Company** automatically in accordance with the acts of the Supervisory Council of the High Technologies Park (Belarus). As a rule, this performance is carried out immediately after conclusion of the **Agreement**. In case of impossibility to carry out this performance (due to technical and other reasons), the **Acquirer** shall be returned to the performed by it under the **Agreement**.
- 8.3. The **Company** shall perform the **Agreement** when tokens are alienating out of trading in tokens (with regard to the actions of the **Parties** constituting the subject matter of the **Agreement** which is determined in the **Order**, i.e. performance of the **Order**) immediately after acceptance of the **Order** and at the price that was notified to the **Acquirer** at the moment of submitting by it the respective **Order** (except for cases, which do not relate to the situation provided for in sub-clause 4.12.1 of clause 4 of the **Conditions of Alienation**, when, in agreement with the **Acquirer**, in order to perform the **Agreement** the **Company** has to acquire the **Order** object (in full or in part) from another person – in this situation the term of performance of the **Agreement** shall be determined in the form of the **Order** or by other means determined by the **Company**). In this case, the said performance of the **Agreement** by the **Company** shall be carried out, as a rule, after receiving by it the consideration of the **Acquirer** due to the **Company** under the **Agreement** (this receiving may be carried out by the **Company** by means of taking out (charging-off) by the **Company** of the relevant consideration from the **Acquirer's Account**, i.e. by means of withholding (unilateral deduction) of its sum by the **Company** from the sum (quantity) of the **Acquirer's Funds** and (or) tokens that are held by the **Company**). In case of impossibility to carry out this performance (due to technical and other reasons), the **Acquirer** shall be returned the consideration received from his side under the **Agreement**.
- 8.4. The **Acquirer** actually receives tokens acquired from the **Company**:
- 8.4.1. when alienating tokens in trading in tokens – as a result of the **Company's** transfer of the tokens accounted for by the **Company** for the **Acquirer** to the address (identifier) of the **Acquirer's** virtual wallet at its request within three business days from the date of receipt of the relevant request by the **Company**;
 - 8.4.2. when alienating tokens out of trading in tokens – depending on the conditions of the **Order** (or the agreement provided for in sub-clause 4.4.2 of clause 4 of the **Conditions of Alienation**) – either as a result of direct transfer of the acquired tokens to the address (identifier) of the **Acquirer's** virtual wallet when executing the corresponding **Order**, or (if these tokens remained with the **Company** and were accounted for by the **Acquirer**) as a result of transfer by the **Company** of the tokens accounted for by it for the **Acquirer** to the address (identifier) of the **Acquirer's** virtual wallet at its request within three business days from the date of receipt of the corresponding request by the **Company**.
- 8.5. In the event that the **Funds**, tokens of the **Acquirer**, which are in the possession of the **Company**, are not sufficient for the full payment of tokens of the **Company**, which are the object of the **Agreement**, if the **Acquirer** so wishes, the **Company** shall have the right (at its own and absolute discretion) to conclude the **Agreement** with the **Acquirer**, accepting from the **Acquirer** advance payment for these tokens of the **Company** out of the **Acquirer's Funds**, tokens actually held by the **Company** (until the full payment of tokens being the object of the **Agreement**, the **Acquirer** shall not have the right to make a demand specified in sub-clause 8.4 of this clause, or to dispose of them in any way other than to alienate them to the **Company** under the agreement of the same type as the **Agreement**, unless otherwise expressly permitted by the **Company**). In this situation, the **Order** form and (or) the Terms and Conditions stipulate the **Acquirer's** provision to the **Company** with the right to conclude an agreement with the **Acquirer** by means of an irrevocable offer (this agreement shall be of the same type as the **Agreement** concluded between them) for the acquisition of the abovementioned tokens by the **Company** with offsetting counter claims of the same kind arising out of this agreement and the **Agreement** (the circumstances in which the **Company** shall be entitled to use this right shall be provided in the form of the **Order** and (or) the Terms and Conditions). The advance payment provided for in this sub-clause may be made by means of reserving (blocking) the relevant amount of **Funds** or tokens of the **Acquirer** by the **Company** within the **Acquirer's Account**.
- 8.6. Tokens may be alienated by the **Company** under a transaction on borrowing and alienation of tokens which shall be made and executed according to the procedure set forth in the Terms and Conditions. Unless otherwise provided for in the Terms and Conditions, under this transaction the **Company** undertakes the obligation to transfer to the

Acquirer the title of property to tokens (the object of borrowing) and the **Acquirer** undertakes the obligation to 1) transfer to the **Company** the title of property to the tokens of the same type in the same quantity in the future (to satisfy the borrowing debt) and 2) dispose of these tokens only by transferring the title of property to them to the **Company** in exchange for the title of property to the tokens of another type. In this situation, the **Order** form and (or) the Terms and Conditions stipulate the **Acquirer's** provision to the **Company** with the right to conclude by means of an irrevocable offer a tokens exchange agreement with the **Acquirer** on acquiring by the **Company** of the said "tokens of another type" in exchange for the tokens of the same type as the tokens acquired by the **Acquirer** under the borrowing procedure (the tokens of the type of tokens which constitute the object of borrowing) and subsequently alienated to the **Company** and in the quantity equal to the **Acquirer's** borrowing debt with offsetting the counter claims of the same kind for discharging the borrowing debt (the circumstances in which the **Company** shall be entitled to use this right shall be provided in the form of the **Order** and (or) the Terms and Conditions).

- 8.7. The **Acquirer** shall pay to the **Company** remuneration for the settlement and (or) execution of transactions (operations) with tokens in accordance with the Terms and Conditions (including by deduction (withholding) by the **Company** of the amount (size) of this remuneration from the amount (quantity) of **Funds**, tokens of the **Acquirer** held by the **Company**).
- 8.8. It may turn out that performance of the **Agreement** is impossible for the **Company** because of *inter alia* the necessity to take measures in the sphere of prevention of money laundering, financing of terrorist activities and proliferation of weapons of mass destruction. The consequences of taking the said measures shall be determined by the requirements in this sphere that are applied to the **Company**.
- 8.9. Assignment of the **Acquirer's** rights (claims) arising out of the **Agreement** shall be possible only upon the relevant written consent of the **Company**.
- 8.10. The **Acquirer** gives to the **Company** a consent on searching, obtaining, transferring, gathering, processing, accumulating, storing, distributing and (or) providing his personal data as well as on the use of it by any means that may be necessary for conclusion, performance, amending and termination of the **Agreement** and on providing any documents related to him and (or) copies of such documents, and (or) information related to him to other persons, including the cases stipulated by the legislation of the Republic of Belarus and the acts of the Supervisory Council of the High Technologies Park (Belarus).
- 8.11. In case of arising of the commercial loan relations under the **Agreement** the **Parties** shall not pay any interest in respect of it.
- 8.12. The **Company** shall not pay interest on the sum (quantity) of the **Funds** and tokens accounted for the **Acquirer** on his **Account**.

9. Information technology service conditions

- 9.1. To the extent not provided for in the **Conditions of Alienation**, the conditions of the **Company's** information technology service of the **Acquirer** are determined by the Terms and Conditions.
- 9.2. If within the process of conclusion and (or) performance of the **Agreement** a technical failure (error) occurs, the **Company** shall be entitled to return the **Parties** (the situation) in the position that has been before this technical failure (error) has occurred, including to withhold (unilaterally deduct) the relevant quantity of tokens from the quantity of tokens accounted for the **Acquirer** on his **Account**, and (or) carry out other actions provided for by the **Agreement**.
- 9.3. The **Company** takes measures to eliminate technical failures (errors) identified in the **Information System** as soon as possible. In connection with revealing of such technical failures (errors) the **Company** has the right to demand from the **Acquirer** obligatory fulfillment of certain actions with the notification of the **Acquirer** about them by e-mail or otherwise. The **Acquirer** shall be obliged to carry out the said actions within the time period established by the **Company**.
- 9.4. In case of revealing by the **Acquirer** of technical failures (errors) in the **Information system**, it is obliged to inform immediately the **Company** about them (by sending of the corresponding message to the e-mail address support@dzengi.com or in other way providing operative reception by the **Company** of the information on the specified technical failures (errors)).

- 9.5. The **Acquirer** shall not be entitled to use technical failures (errors) in the **Information System** to obtain any benefit for himself or other persons or to cause any damage (harm) to other persons.
- 9.6. The **Company** on its website on the Internet or otherwise in case of necessity notifies the **Acquirer** of existing (revealed) technical failures (errors) in the **Information System**, which affect the rights and legitimate interests of the **Acquirer** and (or) affect the conclusion and (or) performance of the **Agreement**, and the approximate period of their elimination.
- 9.7. The **Company** shall inform the **Acquirer** on its website on the Internet or otherwise of the fact and approximate time frame for the technical and preventive works in respect of the **Information System** and (or) the works on modernization (updating) of the **Information System**.

10. Liability of the Parties

- 10.1. The **Company** shall be liable to the **Acquirer** only for intentional non-fulfillment (improper fulfillment) of the **Agreement** or the **Conditions of Alienation**. In this case, the **Company** is obliged to reimburse the **Acquirer** for the losses incurred by it in full, unless otherwise provided by the legislation of the Republic of Belarus.
- 10.2. In the event of the **Acquirer's** non-fulfillment (improper fulfillment) of the **Agreement** or the **Conditions of Alienation**, the **Acquirer** shall be obliged to reimburse the **Company** for the losses incurred by the **Company** in full (including reimbursement of the amounts of liability measures applied to the **Company** in respect of the **Company** in a foreign country in connection with the conclusion and (or) performance of the **Agreement** or the **Conditions of Alienation** in connection with the **Acquirer's** provision of false assurances provided for in sub-clauses 7.4 and 7.5 of clause 7 of the **Conditions of Alienation**) as well as to pay forfeit (penalty) to the **Company** provided that this forfeit (penalty) is set forth by the legislation of the Republic of Belarus or the **Agreement** (unless otherwise is expressly specified by the legislation of the Republic of Belarus or by the **Agreement** this forfeit (penalty) shall have the punitive character and shall be collected in addition to the sum of the said losses). The **Company** shall have the right to withhold the amount (size) of the losses caused to it and (or) the said forfeit (penalty) from the amount (quantity) of the **Acquirer's Funds**, tokens held by the **Company** (or are due to the **Acquirer**) in full or in part. For the case of unilateral deduction by the **Company** of the forfeit (penalty) from the quantity of the **Acquirer's** tokens and (or) electronic money that are held by the **Company** (or are due to the **Acquirer**), the **Parties** agree for the purposes of the **Agreement** to understand "deduction of forfeit (penalty)" as a non-defined in the legislation means of securing an obligation which consists in conversion in case the **Acquirer** infringes the relevant provision of the **Agreement** or the **Conditions of Alienation** of the **Acquirer's** tokens and (or) electronic money (or tokens and (or) electronic money that are due to the **Acquirer**) into the **Company's** property in the quantity (sum) which correspond to the quantity of basic values specified by the **Agreement** as the amount of the forfeit (penalty).
- 10.3. The basis (ground) for relief of liability for non-fulfillment (improper fulfillment) of the **Agreement** or the **Conditions of Alienation** for the **Acquirer** is the presence of the circumstance of insuperable force (under which the **Parties** understand emergency and unavoidable under the relevant conditions circumstances, i.e. natural disasters), and for the **Company** – the absence of its intentional guilt.
- 10.4. In the event of the **Acquirer's** non-fulfillment (improper fulfillment) of the provisions of the **Agreement** or the **Conditions of Alienation** the **Company** shall be entitled to retain (keep) the **Acquirer's Funds** and (or) tokens that are held by the **Company** until the **Acquirer** fulfils the relevant provisions.

11. Applicable law and dispute settlement procedure

- 11.1. The legislation of the Republic of Belarus shall apply to the relations between the **Parties** arising out of the **Conditions of Alienation** or the **Agreement**. In this case, the material, and not conflicts-of-law, rules of law shall be applied.
- 11.2. If a dispute arises between the **Parties** from the **Conditions of Alienation** or the **Agreement** prior to its submission for consideration to the dispute settlement body provided for in the **Conditions of Alienation**, it shall be mandatory to follow the claim procedure for dispute settlement provided for in the **Conditions of Alienation**.
- 11.3. Claims shall be sent:

- 11.3.1. by the **Acquirer** – from the e-mail address of the **Acquirer** specified by it at the time of creation of the **Account** to the e-mail address support@dzengi.com or other e-mail address notified by the **Company** (specify “Claim. For the Legal Team” in the title of the letter) with the scanned image of the paper claim signed by the **Acquirer** or its representative attached to the letter (if the claim is signed by the representative, the attachment of a scanned image of the document confirming the representative’s authorities is mandatory);
- 11.3.2. by the **Company** – to the e-mail address of the **Acquirer**, specified by it at the time of creation of the **Account**.
- 11.4. The **Parties** also have the right to send their signed paper claims (by registered mail with delivery receipt or by the correspondence delivery services, such as EMS, DHL or UPS) to each other’s addresses of residence (location) (with certified copies of documents confirming the representative’s authorities, if the claim is signed by the representative).
- 11.5. Claims shall contain:
- 11.5.1. surname, given name (first name), patronymic (name) of the claimant and a person (persons), to whom the claim is submitted (the claimee), their place of residence (place of temporary residence) or location;
- 11.5.2. date of filing the claim;
- 11.5.3. circumstances on the basis of which the claim is filed;
- 11.5.4. specific well-reasoned demands of the **Party** with reference to the provisions of the **Conditions of Alienation** or the **Agreement**, as well as the norms of the legislation of the Republic of Belarus;
- 11.5.5. the amount of the claim and its calculation, if the claim is subject to monetary evaluation.
- 11.6. The claim cannot be subject to consideration if:
- 11.6.1. it is not sent in accordance with sub-clauses 11.3 or 11.4 of this clause;
- 11.6.2. its content does not correspond to sub-clause 11.5 of this clause.
- 11.7. The response to the claim shall be sent within 30 days from the date of its receipt in the manner specified in sub-clause 11.3 or sub-clause 11.4 of this clause.
- 11.8. If the dispute arisen has not been settled in the claim procedure, it shall be submitted for consideration:
- 11.8.1. if the **Acquirer** is a citizen or a legal entity of the Republic of Belarus, – to the court at the location of the **Company**, determined in accordance with the legislation of the Republic of Belarus;
- 11.8.2. if the **Acquirer** is a foreign citizen, stateless person, foreign or international legal entity or foreign organization, which is not a legal entity, – to the International Arbitration Court of the Belarusian Chamber of Commerce and Industry (BelCCI) (the Republic of Belarus, the city of Minsk). Arbitration clause:
- “All disputes, disagreements or claims that may arise from or in connection with the **Conditions of Alienation** or the **Agreement**, including those related to their conclusion, change, termination, performance, invalidity or interpretation, shall be considered in the International Arbitration Court of the Belarusian Chamber of Commerce and Industry (BelCCI) (the Republic of Belarus, the city of Minsk) in accordance with its regulations.”.
- 11.9. The **Parties** shall have the right to settle a dispute arising out of the **Agreement** by using mediation in accordance with the legislation of the Republic of Belarus.

12. Amendment and termination of the Agreement

- 12.1. Unless otherwise provided by the **Conditions of Alienation**, each **Party** shall be entitled to terminate the **Agreement** at any time at its sole and absolute discretion by means of a unilateral extrajudicial refusal to perform it, expressed by sending the other **Party** a notice of such refusal in the manner specified in sub-clause 11.3 or sub-clause 11.4 of clause 11 of the **Conditions of Alienation**. The **Agreement** shall be deemed to be terminated on the date of receipt by the recipient **Party** of the relevant notice (in the notice from the side of the **Company** another term may be specified). The **Company** shall have also the right to send the mentioned notice by way of putting its text on its website on the Internet with drawing the **Acquirer’s** attention to this notice (in this situation the **Agreement** is deemed

to be terminated at the moment of placing such a notice on such a website, in case if this text does not contain another term).

- 12.2. The **Acquirer** shall not be entitled to unilaterally and extrajudicially refuse to fulfill certain obligations undertaken by him under the **Agreement**. The **Company** shall be entitled to unilaterally and extrajudicially refuse to fulfill certain obligations undertaken by it under the **Agreement** if this action is necessary to be carried out according to the requirements in the sphere of prevention of money laundering, financing of terrorist activities and proliferation of weapons of mass destruction.
- 12.3. The **Company** is not entitled to unilaterally and extrajudicially refuse to fulfill the obligations on own tokens of the **Company** created by it or on its behalf by another person and placed by the **Company**, as well as terminate unilaterally and extrajudicially the effect of the relevant White Paper Declaration approved by the head of the **Company**, in the presence of these tokens in circulation.
- 12.4. In the event of termination of the **Agreement**, the **Funds**, tokens of the **Acquirer** held by the **Company** shall be transferred by the **Company** to the **Acquirer** at its request after deduction of the amounts of remuneration due to the **Company**, the expenses incurred by the **Company** in connection with such transfer, the amounts of losses (damages) caused to the **Company** by the **Acquirer** and the forfeit (penalty) due to the **Company** provided that the said transfer is not hindered by the taking measures in the sphere of prevention of money laundering, financing of terrorist activities and proliferation of weapons of mass destruction.
- 12.5. The **Company** shall be entitled to unilaterally and extrajudicially at any time at its sole and absolute discretion amend the **Agreement** or its certain constituent parts, except for the White Paper Declaration approved by the head of the **Company**, which shall be amended in cases provided for in the acts of the Supervisory Council of the High Technologies Park (Belarus). In these cases, the **Company** will amend this declaration unilaterally and extrajudicially, unless otherwise is prescribed by such acts or by the legislation. Unless otherwise provided for by the **Agreement**, the **Agreement** (its certain constituent parts) shall be amended unilaterally and extrajudicially by posting the amended text of the **Agreement** on the **Company's** website on the Internet with placing the notice on amending the **Agreement** in the **Acquirer's Account** (and (or) with the use of other means of drawing the **Acquirer's** attention towards the fact of amending the **Agreement**, e.g. by sending the said notice to him by e-mail) and (or) by sending the said notice in the manner specified in sub-clause 11.3 or sub-clause 11.4 of clause 11 of the **Conditions of Alienation**. The **Agreement** shall be deemed to be amended three days after the date on which the amended text of the **Agreement** (its certain constituent parts) is posted on the **Company's** website on the Internet, unless the **Company** stipulates another term (*inter alia*, in the said notice on amending the **Agreement**). The date, on which the **Agreement** is deemed to be amended, in the said notice may be indicated with the use of the words "enter into force". Unless otherwise is provided for in the said notice on amending the **Agreement** or in the **Agreement**, amendments made by the **Company** to the **Agreement** shall be applied to the relations of the **Company** and the **Acquirer** which have arisen before the date on which the **Agreement** shall be deemed to be amended.

Amendments made by the **Company** to the **Agreement** and related to bringing into operation (changing) on the **Information system** its certain functions (opportunities) shall be applied to the relations of the **Company** and the **Acquirer** which have arisen (will arise) from the moment of actual bringing into operation (changing) the relevant functions (opportunities) of the **Information system**, unless otherwise is stipulated by the **Company** (in the notice on amending the **Agreement** or otherwise).

If upon the expiry of three days from the date of sending to the **Acquirer** (placing in the **Acquirer's Account**) the aforesaid notice on amending the **Agreement** the **Acquirer** by proceeding with the use of the **Information system**, pressing in the **Information system's** interface the virtual button on expressing consent with the amendments made to the **Agreement** by the **Company** (approving them) and (or) otherwise expresses consent with the said amendments (approves them), it shall be deemed that the **Agreement** has been amended by the agreement of the **Parties** (from the moment of expression of the said consent (approval), and if it takes place prior to the expiration of the said three-day period, then upon it will expire), and the relevant amendments shall be applied to the relations of the **Parties** which have arisen before the date of amending the **Agreement**. In the absence of the expression of the said consent (approval) from the **Acquirer's** side (*inter alia* within the time period which takes place prior to the expiration of the said three-day period) it shall be deemed that the **Company** has amended the **Agreement** unilaterally and extrajudicially according to the rules of this sub-clause.

The special aspects of alienation of certain types of tokens

I. The special aspects of alienation of **Tokenised bonds**

1. The fact of the alienation of a **Tokenised bond** gives rise to the rights of its owner¹, specified in the White Paper Declaration, in accordance with which this token is created and placed, and the **Company's** obligation to ensure the exercise of these rights (to satisfy the demands certified by the **Tokenised bond**). One of these rights is the right to demand that the **Company** transfers to the owner of the **Tokenised bond** the title of property to the bond (government bond), the market (current) value of which determines the price of the relevant **Tokenised bond**, under the conditions specified in the said White Paper Declaration. To the extent not regulated by these conditions satisfaction of this demand shall be carried out according to the procedure as follows.
2. The transfer of the relevant bond (government bond) shall be initiated by the owner of the **Tokenised bond** by sending the **Company** an application for the transfer of the bond (government bond) to the email address support@dzengi.com. The content of this application shall:
 - 2.1. include the surname, first name, patronymic (if any) of the owner of the **Tokenised bond** and a telephone number to contact him;
 - 2.2. explicitly provide for the demand to transfer the relevant bond (government bond);
 - 2.3. allow to identify the **Account** of the owner of the **Tokenised bond**;
 - 2.4. provide for the quantity of bonds (government) that the said owner wishes to receive, if he owns two or more **Tokenised bonds**.
3. In case of non-compliance with the requirements set forth in clause 2 of this Annex, the application for the transfer of a bond (government bond) shall not be accepted.
4. Documentation of the transfer of the relevant bond (government bond) shall be carried out at appearance of the owner of the **Tokenised bond** (his representative) in person in Minsk (the Republic of Belarus). The time and place of this documentation shall be agreed upon by the **Parties** in correspondence (using the email address support@dzengi.com).
5. Documentation of the transfer of the relevant bond (government bond) implies *inter alia* conclusion between the owner of the **Tokenised bond** and the **Company** at the same time two contracts on paper: the contract of sale of **Tokenised bonds** (the **Company** buys the **Tokenised bond** from its owner) and the contract of sale of the relevant bonds (government bonds) (the **Company** sells the relevant bond (government bond) to the owner of the **Tokenised bond**) in accordance with the legislation of the Republic of Belarus on securities (including availability of the necessary depository account with the owner of the **Tokenised bonds**) with offsetting the claims of the same kind arisen. The rights and obligations under each of these contracts shall arise only if both of these contracts are concluded.
6. All the expenses for documentation of the transfer of the relevant bond (government bond) shall be borne by the owner of the **Tokenised bond** (including the cost of registration of the contract of sale of the relevant bonds (government bonds), payments for other services of professional securities market participants, etc.).
7. When documenting the transfer of the relevant bond (government bond), the owner of the **Tokenised bond** must have with him the documents which make it possible for a professional securities market participant to carry out identification in accordance with the legislation in the sphere of prevention money laundering, financing of terrorist activities and proliferation of weapons of mass destruction (or must ensure the availability of such documents with his representative).

¹ In this Annex the owner of the **Tokenised bond** means the **Acquirer**.

8. With the permission of the **Company**, consolidation of parts of **Tokenised bonds** shall be possible, including for the purpose of formation of a whole **Tokenised bond**.

9. The **Company** shall be entitled to replace **Tokenised bonds** (their parts) with **Tokenised bonds** (their parts) of the same type and in the same quantity.