

## Owner securities account agreement No \_\_\_\_\_

Moscow

\_\_\_\_\_, 20\_\_

Bank ICBC (joint-stock company), organized and existing under the laws of the Russian Federation, having a professional security market participant license for depository activities No 045-13992-000100 of August 18, 2016 issued by the Central Bank of the Russian Federation hereafter referred to as the Depository represented by \_\_\_\_\_, acting under \_\_\_\_\_, on the one part; and \_\_\_\_\_, hereafter referred to as the Depositor represented by \_\_\_\_\_, acting under \_\_\_\_\_, on the other part hereafter jointly referred to as the Parties, have entered into this owner securities account agreement (hereafter the Agreement) to the following effect:

### **1. Subject of the Agreement**

1.1. Under the Agreement the Depository assumes the obligation to provide to the Depositor securities certificates safe deposit services and/or services for registration and verification of rights to securities belonging to the Depositor on the basis of the right of ownership or any other proprietary right, by opening and maintaining by the Depository of an owner securities account separate from other owner accounts, performing transactions on this securities account stating the date and basis for each transaction as well as services facilitating the exercise by the Depositor of the rights attached to its securities in accordance with the procedure established in the Terms of Depository Activities by Bank ICBC (JSC) (hereafter the Terms) being an integral part of this Agreement.

The list of securities for which the Depository provides its services to the Depositor is determined under the Terms.

The manner of registration for each type of the Depositor's securities shall be determined under the Terms.

1.2. The Depository shall open subaccounts for the Depositor within the Depositor's securities accounts in the event of performance by the Depositor of respective securities account transactions in accordance with the Terms and the legislation of the Russian Federation.

1.3. The Depository shall maintain securities accounts and other accounts by making and keeping records on such accounts as regards securities reconciliation of the said records and the information in documents it receives.

### **2. The Depository shall:**

2.1. Within 3 (three) business days upon provision by the Depositor of the documents required under the Terms, open and maintain a separate securities account(s) of the Depositor

to record the securities transactions of the Depositor with indication of the date and basis for each transaction on the account.

2.2. Perform all depository transactions with the securities of which the certificates are kept and/or the rights in which are recorded in the Depositor's securities accounts in the manner and within the timeframe established under the Terms which are an integral part of this Agreement. Performance of such transactions should not result in violation of provisions of the Terms requirements of the legislation of the Russian Federation or of regulation of the Bank of Russia.

2.3. Refrain from performance of any transaction with the securities kept in the form of certificates and/or registered at the securities accounts without an order of the Depositor or its designated persons. In cases provided for under the Terms, depository transactions shall be performed upon an initiative of the Depository's officials or the issuer or the registrar. In cases provided for under laws and regulations of the Russian Federation, depository transactions shall be performed upon the initiative of governmental bodies.

2.4. Make records on the Depositor's securities accounts only subject to documents which constitute grounds for such Transactions under the Terms.

2.5. Register any encumbrance of the Depositor's securities in the manner provided for under the Terms.

2.6. Modify the Depositor's securities accounts in relation to conversion, distribution of additional securities among the owners, cancellation (redemption), split, consolidation of securities, consolidation of additional issues of issue-grade securities, cancellation of individual numbers (codes) of additional issues of issue-grade securities, other global transactions.

2.7. Provide to the Depositor reports on transactions performed with the Depositor's securities which are kept and/or the rights in which are registered by the Depository. The procedure and the forms of such reports by the Depository to the Depositor are provided in the Terms. The balance and the securities account transactions performed shall be deemed confirmed if the Depositor makes no claims to the Depository within 5 (five) days after the transaction in the Depositor's securities account.

2.8. Act as nominee holder of the Depositor's securities in the Depositor's securities registry system or in a different Depository unless otherwise provided under legislative and other regulatory acts.

2.9. Ensure transfer of information and documents necessary to exercise rights in securities from issuers or securities owners registry holders to the Depositor and from the Depositor to issuers or securities owners registry holders.

2.10. Ensure confidentiality of information on the Depositor's securities accounts, transactions on the Depositor's securities accounts and other information on the Depositor that the Depository may come to know in the course of depository activities.

2.11. Refrain from provision to any third parties except in cases and to the extent determined under the Terms and laws and regulations of the Russian Federation of any information on the Depositor, its securities registered at the securities accounts and on transactions within such accounts.

2.12. Provide adequate conditions for the integrity of records of rights in the Depositor's securities.

2.13. Refrain from using information on the Depositor and its securities accounts for actions that harm or may harm the lawful rights and interests of the Depositor.

2.14. Receive from the issuer, the registrar or the correspondent depository information and documents related to the Depositor's securities and transfer them to the Depositor in the manner and within the time limits established by the issuer, the registrar, the correspondent depository.

2.15. in the event that the issuer draws up any securities owners lists, transfer to the issuer, the registrar or the correspondent depository all information on the Depositor and its securities necessary for the exercise of owners' rights: receipt of securities yield, participation in shareholders' general meetings and other rights.

2.16. Receive the yield due to the Depositor from the securities registered in the Depositor's securities accounts.

2.17. Upon the Depositor's request as well as in the event of termination of this Agreement, including due to termination of the Depository, deliver to the Depositor or its designated persons the securities registered in the securities accounts by:

1) reregistration of the securities in the name of the Depositor in the securities owners register or in any other depository specified by the Depositor;

2) return of securities certificates to the Depositor or their transfer to any other depository specified by the Depositor.

The transfer of the Depositor's securities to the depository specified by the Depositor shall not be performed if that depository specified by the Depositor cannot not service that particular securities issue under the legislation of the Russian Federation.

2.18. Compensate the Depositor any losses caused through non-performance or improper performance by the Depository of its obligations on safekeeping of securities certificates and/or registration of securities rights as well as in the event of improper performance of other obligations under the Terms, unless the Depository proves that the losses were due to force majeure circumstances, willful intent or negligence of the Depositor or through unclear, incomplete or inaccurate orders of the Depositor, its designated persons or account trustee.

2.19. In the event of receipt of official documents on the arrest of the Depositor's securities, inform the Depository of the arrest in writing within 2 (two) business days from the receipt of the respective documents at any address specified in the Depositor's information card.

### **3. The Depositor shall:**

3.1. For the execution of the Agreement, provide to the Depository a package of documents in accordance with the requirements specified in the Terms.

3.2. Comply with the requirements of the Terms making an integral part of this Agreement, the legislation of the Russian Federation and regulations of the Bank of Russia.

3.3. Use the securities accounts only for safekeeping of securities certificates and/or registration and verification of rights to the securities belonging to it on the basis of the right of ownership or any other proprietary right.

3.4. Confirm as of January 01 of every year the balance of securities in the Depositor's securities accounts based on the account statement from the Depository.

3.5. Within 5 (five) business days from the date of modification of its constitutional documents and/or details (address, phone number, etc.), provide to the Depository the information on the change of its designated persons, including persons authorized under power of attorney to dispose of the Depositor's securities account or some of the securities in

such account as well as other information material for the performance by the Depository of its obligations to the Depositor under the Agreement.

3.6. Upon the Depository's request motivated by the issuer's, registrar's, correspondent depository's respective request provide powers of attorney, documents and other information executed in accordance with the issuer's, registrar's, correspondent depository's requirements as may be necessary under the requirements of the legislation of the Russian Federation.

3.7. If it becomes necessary to conduct any events aimed at the implementation of the issuer's corporate activities in relation to the issued securities belonging to the Depositor, comply strictly with the issuer's directions transmitted by the Depository.

3.8. Pay for the Depository's services in full and within timeframe established by the Terms in accordance with the tariffs of Bank ICBC (JSC) for the depository activities.

#### **4. The Rights of the Depository**

*The Depository may:*

4.1. Perform transactions in the Depositor's securities accounts based on the Depositor's written orders under the legislation of the Russian Federation.

4.2. Refrain from filing the Depositor's orders or refuse to perform the accepted orders in cases of violation of the Terms or the legislation of the Russian Federation.

4.3. Postpone any depository transaction until the Depositor provides all necessary documents in accordance with the Terms and the requirements of the legislation of the Russian Federation.

4.4. Refuse to perform depository transactions in the securities account in the event of the Depositor's arrearage in payment for the Depository's services.

4.5. Establish correspondent relationships with other depositories through opening with them of nominal holder securities accounts or open personal nominal holder accounts in the register of securities owners for aggregate registration of all securities of all Depositors.

4.6. Employ third parties services in performance of its activities. The Depository shall be liable to the Depositor for the actions of such parties as for its own actions except when the recourse to them was due to direct written order of the Depositor.

4.7. Transfer information on balances in the Depositor's securities accounts to correspondent depositories for further transfer of the said information to third parties in cases when transfer of such information is necessary to execute and/or perform the Depositor's transactions with the securities registered in the Depositor's securities account.

4.8. Transfer certificates of securities belonging to the Depositor for safekeeping to any third parties.

4.9. Receive yields on the Depositor's securities with further transfer to the Depositor's account specified in its information card in cases and under the procedure provided for under the applicable legislation.

4.10. Unilaterally make amendments to the Terms notifying the Depositor of the amendments at least 10 (ten) days before they take effect by placement of information of the amendments at the official website of Bank ICBC (JSC) in the Internet network at: [www.icbcmoscow.ru](http://www.icbcmoscow.ru).

4.11. Under the laws and regulations of the Russian Federation based on separate agreements or supplementary agreements hereto, provide to the Depositor services related to depository activities.

4.12. Acquire rights of pledge or lien in relation to the Depositor's securities which are kept and/or in which the rights are registered in the Depository, subject to the Depositor's written consent.

*The Depository may not:*

4.13. Determine and control the manner of use of the Depositor's securities.

4.14. Be liable for its obligations with the Depositor's securities or use them as a security of its obligations or obligations of any third parties.

## **5. The Depositor may:**

5.1. Demand from the Depository proper safekeeping of the Depositor's securities certificates and depository accounting documents necessary for the exercise by the Depositor of the rights attached to securities.

5.2. Receive reports and other information provided for under the Terms as may be necessary to perform the obligations verified by securities.

5.3. Perform depository transactions provided for under the Terms.

5.4. Conclude supplementary agreements with the Depository.

5.5. Delegate the powers on disposition of the securities and exercise of rights attached to the securities kept in the Depositor's securities accounts with the Depository to a different party, unless otherwise provided for under federal laws and regulations.

5.6. Upon written order oblige the Depository to become a depository of any other depository to act as a nominee holder in relation to the Depositor's securities.

5.7. Demand that the Depository should compensate any actual losses caused by non-performance or improper performance by the Depository of its obligation on safekeeping of the securities certificates and/or registration of rights attached to the securities.

## **6. Liability of the Parties**

6.1. The Depository shall be liable to the Depositor for any losses caused through non-performance or improper performance by the Depository of its obligations on safekeeping of securities and/or registration of the rights in the securities including loss of records in the securities account as well as in the event of improper performance of other obligations under the Agreement, unless the Depository proves that the losses were due to force majeure circumstances, willful intent or negligence of the Depositor.

6.2. The Depository shall compensate to the Depositor any loss caused through disclosure by the Depository of confidential information.

6.3. The Depository shall be liable for fairness of provided information and its timely transfer.

6.4. The Depositor shall be liable to the Depository for any losses caused to the latter through non-performance or improper performance by the Depositor of obligations provided for under laws and regulations of the Russian Federation and this Agreement.

6.5. The Depository shall not be liable to the Depositor in the event of non-performance by the issuer or the keeper of the register of the Depositor's registered securities of their obligations to securities owners.

## **7. Force Majeure**

7.1. The Parties shall be released from liability for full or partial non-performance of their obligations under this Agreement resulting from any force majeure circumstances arising after the execution of the Agreement as a result of any force majeure event the Parties could neither foresee nor prevent.

7.2. The party referring to the force majeure circumstances shall provide to the other Party written evidence or other documents by competent authorities confirming the occurrence and duration of the above circumstances.

7.3. The Party shall immediately inform the other Party of the occurrence of the force-majeure circumstances via any means of communication. Failure to do so shall deny the Party impacted by the force majeure circumstances the right to release from liability for non-performance of its obligations.

7.4. In the event of force majeure circumstances the timeframe of performance by the Parties of their circumstances under this Agreement shall be extended for the duration of the said circumstances and their consequences.

## **8. Term of the Agreement**

8.1. This Agreement shall take effect from the date of its signature by both Parties and shall remain effective for one year.

8.2. This Agreement shall be prolonged for another year unless either Party announces in writing of its termination at least 30 (thirty) days prior to its expiry.

8.3. This Agreement may be terminated unilaterally and without judicial procedures upon written notice of either Party provided such notice was sent to the other Party at least 30 (thirty) days before the planned termination date.

8.4. In the event of termination of this Agreement the Depository shall transfer all certificates of securities in custody to another depository and undertake any other actions related to change of depository.

8.5. In the event of violation by either Party of its obligations under this Agreement, the other Party may terminate it unilaterally and without judicial procedures by 30 (thirty) days notice and demand compensation for losses inflicted.

8.6. In the event of early termination of the Agreement the Parties agree to complete the performance of any obligations that arose before such termination.

## **9. Procedure for Dispute Resolution**

9.1. In the event of any disputes arising in the course of performance of their obligations under this Agreement the Parties shall try to resolve them through negotiations.

9.2. In the event of failure to reach an agreement, the dispute shall be referred to the Moscow City Arbitration Court.

## **10. Miscellaneous Provisions**

10.1. The Terms shall make an integral part of this Agreement. The terms of depository transactions, forms and frequency of the Depository's reporting to the Depositor, the

procedure for delivery by the Depositor of orders on disposal of securities as well as the procedure for delivery by the Parties of information shall be established under the Terms.

10.2. Prior to signature of this Agreement, the Depositor familiarized itself with the Terms as amended from time to time, the Depositor is aware of and understands the text of the Terms.

10.3. Hereby the Depositor agrees to

– transfer by the Depository of information on balances in the Depositor's securities accounts to correspondent depositories for further transfer of the said information to third parties in cases when transfer of such information is necessary to execute and/or perform the Depositor's transactions with the securities in which the rights are registered in the Depositor's securities accounts open with the Depository;

– the Depository's right to transfer the Depositor's certificates of securities to any third parties for safekeeping as well as the Depository's right to be a depositor of any other depository by opening an interdepository securities account with it for the aggregate accounting of the information on all securities of all customers of the Depository.

10.4. This Agreement has been executed in two copies, one copy for each Party. Both copies are of equal legal force.

10.5. Any modification or amendments to this Agreement shall be performed by signature by both Parties of a supplementary agreement becoming an integral part of this Agreement except for the cases specified in cl. 4.10 of this Agreement.

10.6. In cases not regulated under this Agreement, the Parties shall be guided by the laws of the Russian Federation.

## 11. Details of the Parties

### **Depository**

Address: 29, Serebryanicheskaya emb., Moscow, 109028, Russia

Payment details: c/a 30101810200000000551 with the Main Branch of the Bank of Russia for the Central Federal District

BIC 044525551,

TIN 7750004217

KPP 775001001

SWIFT ICBKRUMM

**Correspondent account in Chinese yuans** No 610302000000001948 with INDUSTRIAL AND COMMERCIAL BANK OF CHINA (RMB CLEARING BANK), SINGAPORE  
SWIFT: ICBKSGSGLR

### **Depositor:**

Address:

Payment details:

### **Depository**

*Managing Director*

### **Depositor**

*Managing Director*

Name

\_\_\_\_\_  
**(signature)**  
L.S.  
Chief Accountant

Name

\_\_\_\_\_  
**(signature)**

Name

\_\_\_\_\_  
**(signature)**  
L.S.  
Chief Accountant

Name

\_\_\_\_\_  
**(signature)**