



**Bank ICBC (Joint-Stock Company)  
(Bank ICBC (JSC))**

APPROVED  
by the Management Board of  
Bank ICBC (JSC) (Minutes  
No.07 dated 21 March 2017)

## **TERMS AND CONDITIONS**

**of Depository Activities  
of Bank ICBC (JSC)**

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## Chapter 1. **General Provisions**

1.1. These Terms and Conditions of Depository Activities of Bank ICBC (JSC) (hereinafter - the Terms and Conditions) are developed in accordance with the requirements of the Civil Code of the Russian Federation, Federal Law dated April 22, 1996 No. 39-Φ3 On Securities Market, Regulation of the Bank of Russia dated November 13, 2015 No. 503-II On the Procedure for Opening and Maintaining by Depositories of Securities Accounts and Other Accounts by Depositories, Regulation of the Bank of Russia dated March 13, 2016 No. 542-II On the Requirements for the Implementation of Depository Activities in the Formation of Records, on the Basis of the Documents Related to Depository Accounting, as well as Documents Related to Accounting and Transfer of the Rights to Securities When Storing the Above Documents, and other regulatory acts of the Russian Federation.

1.2. The English title of these Terms and Conditions is Terms and Conditions of Depository Activities of Bank ICBC (JSC).

1.3. Bank ICBC (JSC) concludes with customers one or more of the following depository agreements:

- owner securities account agreement;
- nominee securities account agreement;
- foreign nominee securities account agreement;
- depository program securities account agreement;
- agreement for treasury securities account of the issuer (party liable on securities).

These Terms and Conditions shall make an integral part of a depository agreement. In the text of these Terms and Conditions and Depository Agreements, Bank ICBC (JSC) shall also be referred to as the depository.

1.4. Bank ICBC (JSC) performs its depository operations under professional securities market participant license for depository operations No 045-13992-000100 issued by the Bank of Russia on August 18, 2016.

1.5. Bank ICBC (JSC) combines its depository operations with:

- 1) broker operations under professional securities market participant license for broker operations No. 045-13990-100000 issued by the Bank of Russia on August 18, 2016;
- 2) dealer operations under professional securities market participant license for dealer operations No. 045-13991-010000 issued by the Bank of Russia on August 18, 2016.

1.6. The following terms shall be used in these Terms and Conditions:

depositor shall mean a customer of Bank ICBC (JSC) that has concluded a depository agreement with Bank ICBC (JSC);

correspondent depository shall mean a professional participant of the securities market performing depository activities, as well as a foreign organization that has the right, in accordance with its personal law, to account for and transfer rights to securities with which Bank ICBC (JSC) has entered into a contract regulating relations in the process depository activities;

securities account (subaccount) operator shall mean a legal entity that is not a depositor of this securities account but authorized by the depositor on the basis of the depository order for appointment of a securities account (subaccount) operator and the power of attorney submitted to Bank ICBC (JSC) on its behalf to initiate the depository transactions with the securities account (subaccount) of the depositor within the limits of the established powers;

securities account (subaccount) agent shall mean a individual that is not a depositor of this securities account but authorized by the depositor on the basis of the depository order for appointment of a securities account (subaccount) operator and the power of attorney submitted to

Bank ICBC (JSC) by the depositor on its behalf to initiate the depository transactions with the securities account (subaccount) of the depositor within the limits of the established powers;

qualified investor is a person specified in cl. 2 of Article 51.2. of Federal Law dated April 22, 1996 No 39-Φ3 On Securities Market (hereafter the qualified investor by operation of law) as well as a person recognized as qualified investor under cl. 4 or 5 of Article 51.2. of Federal Law dated April 22, 1996 No 39-Φ3 On Securities Market. A person may be recognized a qualified investor of one or more types of securities and other financial instruments, one or more types of services intended for qualified investors;

personal data shall mean any information related to the depositor being an individual (its authorized representatives) determined in the legislation of the Russian Federation as such;

personal data processing shall mean collection, systematization, accumulation, storage, clarification (renewal, modification), use and distribution of personal data of the depositor being an individual, including transfer of the said personal data to organizations operating in financial markets as well as provision of the said data upon request of governmental bodies and other organizations entitled to receive such information under the legislation of the Russian Federation;

business day shall mean a day that is not recognized in accordance with the laws of the Russian Federation as a weekend and (or) a day-off;

security intended for qualified investors shall mean such a security, transactions with which, in accordance with the laws and regulations of the Russian Federation, may take place exclusively by qualified investors or at the expense of qualified investors.

The remaining terms used in these Terms and Conditions have the meanings defined by the laws or other regulatory acts of the Russian Federation, Russian Federation standards.

1.7. These Terms and Conditions are open and accessible to all interested parties and act in so far as they do not contradict the applicable laws of the Russian Federation.

1.8. Free access to the Terms and Conditions regardless of the purposes of the receipt of such information shall be granted by Bank ICBC (JSC) by placement of the text of the Terms and Conditions at the official website of Bank ICBC (JSC) on the Internet at [www.icbcmoscow.ru](http://www.icbcmoscow.ru).

1.9. Bank ICBC (JSC) may unilaterally make amendments to the Terms and Conditions. Bank ICBC (JSC) shall inform the depositors on all amendments and/or modification at least five days before they take effect by placement of the said amendments and the new version of the Terms and Conditions at the official website of Bank ICBC (JSC) on the Internet at [www.icbcmoscow.ru](http://www.icbcmoscow.ru). The date of placement of the information at Bank ICBC (JSC) website shall be deemed the notice date. The depositor shall receive information from Bank ICBC (JSC) website. The responsibility for the timely receipt of the above information rests with the depositor.

1.10. The depositors shall be notified by Bank ICBC (JSC) of shareholders' meetings and other corporate actions and events, including those connected with sending voluntary or mandatory offers to the securities owners, transfer of other information and materials provided for under federal laws and regulations of the Bank of Russia adopted under those laws no later than on the business day following the date of receipt of such information or materials from the issuer, the registrar of securities owners (hereafter the registrar), another depository by placement of this information at the official website of Bank ICBC (JSC) on the Internet at [www.icbcmoscow.ru](http://www.icbcmoscow.ru). The date of placement of the notification of the depositors and of information transfer shall be deemed the date of such notification of the depositors and of information transfer.

Bank ICBC (JSC) shall be liable for timely placement of the above information and materials. The depositor shall independently look through the respective communications and sections at Bank ICBC (JSC) website and, if necessary, transfer the received notices, materials and information to its customer depositors. The responsibility for the receipt of the above notices, materials and information rests with the depositor. If it is impossible for the depositor to view and receive the information placed at Bank ICBC (JSC) website, the depositor shall apply to Bank ICBC (JSC) in any available way, register its application and ensure the receipt of all necessary information in a different way: by mail, e-mail, personally (via an authorized representative), through SWIFT channels.

Information about corporate actions and events, other information that is not intended for all depositors shall not be placed at Bank ICBC (JSC) website and shall be directed by Bank ICBC (JSC) to the depositors for whom it is intended, via the emails specified in the profiles provided to the depository.

1.11. In case of receipt by Bank ICBC (JSC) from a foreign company or foreign depository of information about a corporate action or corporate event in a foreign language, Bank ICBC (JSC) shall be entitled to send this information to depositors in this foreign language.

1.12. Bank ICBC (JSC) shall not be liable for failure and (or) untimely notification of the depositor of the upcoming corporate action of the issuer, if the issuer (its authorized representative, registrar or correspondent depository where Bank ICBC (JSC) has an opened custody account of the nominal holder) has failed to provide or has untimely provided such information. Bank ICBC (JSC) does not provide services for completing the documents on participation of the depositor in the corporate action. The liability for the accuracy and correctness of the content of the documents provided by the depositor to participate in the corporate action, shall be borne by the depositor or its authorized representative.

1.13. The correspondence may be sent and received by Bank ICBC (JSC) and the depositor in any of the following ways: personally (through an authorized representative), by courier services, by Russian Post, through a personal account (if any), via SWIFT communication channels.

1.14. Documents from registrars and correspondent depositories may be received by Bank ICBC (JSC) in electronic form (in form of electronic documents) on the basis of electronic document exchange contracts concluded between them.

1.15. Conclusion of depository agreements referred to in Clause 1.3. hereof does not result in transfer to Bank ICBC (JSC) of the title to the depositor's securities. Bank ICBC (JSC) may not dispose of the depositor's securities, administer them or perform any operations with them on behalf of the depositor except under written instructions of the depositor or its authorized representative.

1.16. Bank ICBC (JSC) may not make conclusion of a depository agreement with the depositor conditional to the waiver of any right secured by any security surrendered to the depository. Bank ICBC (JSC) shall be liable for the safety of the deposited securities certificates.

1.17. No recovery proceedings can be executed against the depositor's securities in Bank ICBC (JSC) under the liabilities of Bank ICBC (JSC).

1.18. Bank ICBC (JSC) shall not be liable in the event of any losses suffered by the depositor in the event of untimely provision of information by the depositor or its authorized representative or unreliability of such information.

1.19. Bank ICBC (JSC) maintains securities accounts by making and safekeeping the records on such accounts in relation to securities. Registration of rights to the following securities may be performed on securities accounts:

- 1) registered stock placed by Russian issuers (issued by Russian legal entities and Russian individuals), the rights to which may be registered by depositories on securities accounts under the federal laws;
- 2) bearer securities subject to mandatory deposit;
- 3) foreign financial instruments qualified as securities under the legislation of the Russian Federation the rights to which may be registered on accounts performing registration of rights to securities under the personal law of persons liable on such financial instruments.

1.20. Bank ICBC (JSC) registers rights to securities for qualified investors in accordance with the legislation of the Russian Federation as well as to securities which are traded subject to requirements and restrictions set by the legislation of the Russian Federation for trading in securities intended for qualified investors.

1.21. Operating day of the depository of Bank ICBC (JSC) is an operating and accounting cycle for the respective calendar day during which all securities account transactions for the said calendar date are performed. Upon the expiry of the operating day, the depository shall not perform any transactions on the respective calendar date that could change the number of securities on the securities accounts except for the transactions that can be performed on the calendar date of the expired calendar day under the legislation of the Russian Federation.

## **Chapter 2.        Depository Services**

2.1. For the purposes of proper exercise by the securities holders' of their rights with regard to the securities held by them, Bank ICBC (JSC) in accordance with the procedure stipulated by the depository agreement with the depositor, provides the following depository services:

- 1) opening and separate maintenance of the depositor's securities account, any other account with indication of the date and basis for each transaction on the account;
- 2) registration of encumbrances of the depositor's securities under obligations;
- 3) delivery to the depositor of all information on the securities, other financial instruments received by Bank ICBC (JSC) from the issuer, registrar, another correspondent depository;
- 4) assistance to depositors in exercising their right to the securities including the right to participate in the management of joint-stock companies, to receive dividends, profit and other payments on the securities.

2.2. Bank ICBC (JSC) has the following associated services related to the depository activities:

- 1) on behalf of the owner of the securities, representation of its interests at the general meetings of shareholders;
- 2) provision to depositors of information on securities declared invalid and/or stolen, traced or otherwise included in stopping-lists by their issuers, law-enforcement authorities or regulatory agencies of the securities market;
- 3) monitoring of corporate activities of the issuer, informing the depositor on such activities and possible adverse effects;
- 4) provision to depositors of information on the issuers the depository possesses, including the information on their financial standing;

5) provision to depositors of information about the securities and about the state of the securities market;

6) valuation of the securities of the depositor stored in the depository;

7) provision of other services connected to maintenance of the depositors' securities accounts and assistance in exercising rights to securities which are not forbidden under federal laws and other regulations of the Russian Federation.

### **Chapter 3. Methods and principles of securities accounting**

3.1. The depository shall account for the depositors' securities in various ways:

using an open method;

using a marked method;

using a closed method.

With the open method of accounting of rights in securities the depositor may issue instructions to the depository only in respect of a specific number of securities in the securities account without reference to their individual characteristics (such as their number, series, class) and without reference to the individual characteristics of their certificates.

With the marked method of accounting of rights in securities, the depositor refers to both the number of securities and the characteristics of the group which includes these securities and their certificates. The groups the securities of a certain issue are divided into may be determined by the terms of the issue or peculiarities of safekeeping (accounting) of particular groups of securities and/or their certificates.

In the event of the closed method of accounting of rights in securities the depository agrees to accept and execute the depositor's orders in relation to any particular security registered in its securities account or securities registered in its securities account and confirmed by a particular certificate.

3.2. The securities are registered in pieces. For the purpose of depository accounting one security (one piece) is the minimum par value of outstanding securities of a particular issue unless otherwise provided for under the terms of issue and trading of the securities. Accounting of foreign financial instruments qualified as securities under the legislation of the Russian Federation may be performed in the units in which they are accounted in the account of a party acting on behalf of other parties opened for the depository.

3.3. In the event fractional parts of securities occur in accordance with the legislation of the Russian Federation, the depository shall account fractional parts of securities. In deposit of securities to the securities account the fractional parts are combined. Withdrawal of a fractional part of a security without a whole number of securities may be performed only if there is no whole number of securities except for withdrawal of a fractional part of a foreign financial instrument qualified as a security under the laws of the Russian Federation as well as for cases provided for under federal laws including redemption of securities against their owner's will.

Accounting of fractional parts of investment units of investment funds and mortgage certificates is performed in decimal fractions with the number of symbols after the point specified in the rules of trust management of investment funds (rules of trust management of a mortgage pool), but no less than five symbols after the point.

3.4. The place of storage for non-certificated securities is the respective register of securities owners or the correspondent depository. The place of storage for certificated securities is the vault of Bank ICBC (JSC) equipped in accordance with the requirements of the Bank of Russia.



Bank ICBC (JSC) may use leased vaults or custody services provided by other organizations, where the securities certificates certifying the securities, the rights to which are recorded in the depository are located. Other organizations (depositories, registrars), to which securities are transferred on the basis of the custody agreement or other agreement, part of which is the custody agreement, are external places of storage.

## **Chapter 4. Procedure for Conclusion and Termination of Contractual Relations**

4.1. The reason for the occurrence of the rights and responsibilities of the depositor and Bank ICBC (JSC) for the provision of depository services is the depository agreement. The depository agreement shall be concluded in simple written form.

Bank ICBC (JSC) concludes with the customer an owner securities account agreement to register property rights and other proprietary rights to securities owned by the customer.

Bank ICBC (JSC) concludes a nominee securities account agreement with the customer which is a legal entity under the legislation of the Russian Federation with a license of a professional securities market participant to perform depository activities.

Bank ICBC (JSC) concludes a foreign nominee securities account agreement with a foreign entity incorporated in a member country of the Organization for Economic Co-operation and Development (OECD), a member or an observer of the Financial Action Task Force on Money Laundering (FATF), and/or member of the Committee of Experts on the Evaluation of Anti-Money Laundering Measures and the Financing of Terrorism (MONEYVAL), or a government with appropriate bodies (appropriate organizations) of which an agreement providing for a procedure for their interaction is concluded by the Bank of Russia, acting on behalf of other parties and performing registration and transfer of rights in securities under its personal law. Such organization may perform actions related to the exercise of rights in securities without a power of attorney in accordance with instructions (orders) from its customers owning the securities.

Bank ICBC (JSC) concludes a depository program securities account agreement with a party that places (has placed) foreign securities representing ordinary registered shares of a Russian issuer under a foreign legislation.

Bank ICBC (JSC) concludes an agreement for treasury securities account of the issuer (party liable on securities) with the customer, which is the issuer of the securities (party liable on securities) to account for these securities.

4.2. An employee of the depository, prior to the conclusion of the depository agreement, shall identify the customer, its representative and (or) the beneficiary in accordance with the laws of the Russian Federation. Depository employee, except in cases established by the laws of the Russian Federation, shall take reasonable measures available in the circumstances to identify the beneficial owner of the customer.

4.3. Bank ICBC (JSC) shall have the right to refuse the customer to conclude depository agreements in case the customer does not provide the documents specified in Chapter 7 hereof.

4.4. If thirty calendar days prior to the expiration of the depository agreement neither party that has signed the agreement, has sent the other party an application to terminate the said agreement, it shall be deemed extended for the same period.

4.5. Each of the parties that have concluded the depository agreement can terminate it unilaterally extrajudicially without explanation.

4.5.1. If the agreement is terminated at the instance of Bank ICBC (JSC), the depositor shall be sent a written termination notice at least three business days prior to termination.

4.5.2. If the agreement is terminated at the instance of the depositor, the latter shall notify Bank ICBC (JSC) in the manner prescribed by the agreement.

4.5.3. The relationship between the parties that have concluded the depository agreement shall be deemed terminated in the event of closure of the securities account after the arrangement of all the settlements between the parties that have concluded the agreement.

4.5.4. Bank ICBC (JSC) shall deliver the securities to the depositor under the procedure provided for by the agreement concluded.

4.5.5. In the event of termination of the agreement, suspension or revocation of the license for depository operations, Bank ICBC (JSC) shall, based on the depositor's application for the return of securities, transfer the securities in accordance with the details specified in the application to the depositor subject to a counterorder on deposit of the securities as submitted by the depositor to another professional securities market participant which opens a personal or securities account for it. After six months from the day of revocation of Bank ICBC (JSC)'s license for depository operations, if the depositor's application for the return of securities was not received, its securities shall be deposited to the personal account of such depositor in the depository performing mandatory deposit of securities.

4.5.6. In the event of liquidation of a legal entity depositor, Bank ICBC (JSC) shall perform operations aimed at depositing the securities registered at its owner securities account to an unidentified party account opened by the registrar or the depository performing mandatory deposit of securities.

## **Chapter 5. Procedure for Receipt of Depositors' Orders and Execution of Depository Transactions**

5.1. Any transaction of the depository shall be performed based on an order and is completed by issue of a report on order execution.

5.2. Stages of any depository transaction:

verification of the originator's powers;

receipt of the order from the originator;

check of the order correctness;

order execution;

preparation of the report on order execution;

delivery of the report on order execution to the originator if the depositor is not the originator and/or any person indicated by it.

5.3. Transactions in the depositor's securities account shall be performed by the depository:

based on orders in an established form received from the depositors or their authorized representatives and prepared in accordance with the Annexes to the Terms and Conditions;

based on documents determined under separate agreements with the depositor;

based on supplementary agreements providing for the procedure of securities account transactions without execution of separate orders;

based on resolutions of authorized governmental bodies.

5.4. Acceptance of depositor's orders and other documents (in paper form) shall be carried out every business day from 10:00 (MSK) to 16:00 (MSK).

5.5. Orders in hard copy shall be delivered to the depository in two copies.

5.6. The Depository shall have the right to refuse to accept for execution or execute an order in the following cases:

the documents provided are executed in breach of the requirements of the legislation of the Russian Federation and these Terms and Conditions;

the order is delivered to the depository in the manner not provided for under these Terms and Conditions;

the order is signed by a person without required authority;

in the event that the depository has doubts about the correspondence of signatures/seal imprint to the signatures and seal imprint (in the banking specimen signature and seal imprint card) of the depositor, operator or agent (in the Power of Attorney);

the number of securities in the order exceeds the number of securities registered in the securities account;

the order is issued in regard of securities, the individual features of which differ from the individual features of the securities in the securities account of the depositor;

the securities in regard of which the order is given are encumbered with obligations registered by the depository and the performance of the order will result in breach of those obligations;

the order contains corrections.

in accordance with Clause 11 Article 7 of Federal Law No. 115-Φ3 dated August 07, 2001 On Combating Legalization (Laundering) of Proceeds from Crime and Financing of Terrorism;

in other cases established under the Russian law.

5.7. The orders of depositors which are individuals shall be signed by the depositors or their authorized representatives. The orders of depositors which are legal entities shall be signed by the persons whose signatures are in depositor's specimen signature card or by their authorized representatives and sealed.

5.8. The receipt of orders and other documents and the issue of reporting documents shall be performed only from and to the persons authorized by the depositors. In the event of early withdrawal of power of attorney, an official letter in free form shall be sent to the depository with a reference to the date of termination of the powers of such person.

5.9. The timing for the execution of depository transactions are set out in Chapters 7—11.

5.10. If due to certain reasons the depository cannot perform a transaction, it shall notify the depositor in writing of the impossibility to perform the securities transaction with a reference to the reasons.

5.11. If the depositor's order includes the timeframe and/or terms of its performance, the depository shall take into account such timeframe and/or terms;

5.12. The depositor may cancel the previously submitted order by sending an order to the depository prepared in free form with reference to all details of the order canceled. The cancellation of a previously submitted order shall be allowed until the time during the business day corresponding to the beginning of its processing, and (or) if the securities can be returned into their original state, if the depositor has not yet sent the order to the registrar or the correspondent depository necessary for the execution of the depositor's order.

5.13. A depository transaction is completed by delivery of a report on transaction performance to whom it should be delivered to under the legislation of the Russian Federation.

5.14. The depository shall provide to the depositor the report of transaction(s) performed in the securities account opened for the depositor on the business day following the day of performance of the transaction in the respective account.

5.15. The report on the transaction performance confirming the right of the depositor to the securities as of specific calendar dates contains information on the number of securities on the depositor's securities account at the end of the trading day for the relevant calendar date.

If the report indicates that it has been issued to propose to include items in the agenda, propose to nominate candidates to the management bodies and other bodies of the company or to demand an extraordinary general meeting of shareholders, it may include information on the number of securities at the beginning of the current operating day as specified in the report.

The report may contain information as of any moment. This report does not confirm the right of the depositor to the securities.

5.16. Reports can be sent in any of the following ways: by mail, personally, by e-mail, via SWIFT communication channels, by fax. Reports are sent by e-mail and fax for information purposes, followed by the originals. The depository's employee shall provide to the depositor or its authorized representative as well as to the originator in the event that the depositor is not the originator and/or any person it should indicate against signature in log of documents issued to the depositors, an appropriate report on the transaction performed or a copy of the depositor's order with the depository's note of impossibility of its performance. If sent by post, the report shall be sent by registered post. The fact of dispatching the report by registered mail is registered in the outgoing documentation registration log. When sending documents by post, the report (as well as any other document sent by the depository) shall be considered received on the third business day from the date of dispatch. Sending by mail shall mean sending correspondence by Russian Post. The reports and other documents to the depositors are issued every business day from 10:00 (MSK) to 17:00 (MSK).

## **Chapter 6.       Depository Transaction Types Executed by the Depository**

6.1. The depository uses the following classification of the depository activities:

- administrative transactions;
- inventory transactions;
- information transactions;
- package transactions;
- global transactions.

6.2. Inventory transactions include depository transactions resulting in changes in the balances of securities in the personal securities accounts or other accounts.

- deposit of securities;
- withdrawal of securities;
- transfer of securities;
- relocation of securities.

6.3. Administrative transactions include transactions resulting in changes in the securities account details forms and other accounting registers of the depository except for balances of securities in the depositors' personal securities accounts or other accounts.

- opening securities accounts or other accounts (subaccounts of securities accounts or other accounts, personal securities accounts or other accounts);

- closing securities accounts or other accounts (subaccounts of securities accounts or other accounts, personal securities accounts or other accounts);

- modification of account details;

- acceptance of issues of securities for servicing;

termination of servicing of issues of securities;  
 appointment of a securities account (subaccount) operator;  
 release of a securities account (subaccount) operator;  
 appointment of a securities account (subaccount) agent;  
 release of a securities account (subaccount) agent;  
 cancellation of securities account orders.

6.4. Information transactions include depository transactions including preparation of reports and statements on the status of securities accounts or other accounts and other accounting registers of the depository or on depository transaction performance.

preparation of statement on the status of securities accounts or other accounts and other accounting registers of the depository;

preparation of report on transactions in the depositor's securities account or other account;  
 preparation of information on securities owners, depositors;  
 other transactions.

6.5. Package transactions include depository transactions including different transaction types as components, i.e. inventory, administrative, information ones.

encumbrance of securities with obligations;  
 limitation of the securities disposal;  
 termination of encumbrance of securities with obligations;  
 termination of limitation of the securities disposal;  
 suspension of securities account transactions;  
 resumption of securities account transactions;  
 other transactions.

6.6. Global transaction shall include depository transaction resulting in the change of all or most of accounting registers of the depository related to that particular issue of securities.

conversion of securities;  
 distribution of additional securities among the owners;  
 cancellation (redemption) of securities;  
 split and reverse split of securities;  
 consolidation of additional issues of issue-grade securities;  
 cancellation of the individual number (code) of additional issue-grade securities issues  
 payment of yield on securities  
 other transactions.

## **Chapter 7. Administrative transactions**

7.1. Bank ICBC (JSC) shall open a securities account to the customer on the basis of a depository agreement provided that the depository submits documents containing information that allows identifying the customer and its representatives

7.1.1. Transaction description: receipt of documents from the customer required to conclude a depository agreement, entering of complete information on the depositor in the depository's accounting registers, enabling transactions under these Terms and Conditions.

Bank ICBC (JSC) shall open securities accounts for registration of rights to securities of the following types:

owner securities account shall be opened for depositors to register securities belonging them on the basis of the right of ownership or any other proprietary right under an owner securities

account agreement.

nominee securities account shall be opened to register rights to securities of which the nominee holder is not the owner and arranges their accounting for the benefit of its depositors, on the basis of the nominee securities account agreement.

foreign nominee securities account is opened for a foreign entity acting on behalf of other parties under a foreign nominee securities account agreement subject to provision to the depository of documents confirming that such entity was incorporated in a member country of the Organization for Economic Co-operation and Development (OECD), a member or an observer of the Financial Action Task Force on Money Laundering (FATF), and/or member of the Committee of Experts on the Evaluation of Anti-Money Laundering Measures and the Financing of Terrorism (MONEYVAL), or a government with appropriate bodies (appropriate organizations) of which the Bank of Russia concluded an agreement providing for a procedure for their interaction, as well as documents confirming that such entity may perform registration and transfer of rights in securities under its personal law.

depository program securities account is opened for a foreign depository, i.e. a party placing (having placed) under a foreign law securities confirming rights in regard of issue-grade securities of Russian issuers under a depository program securities account agreement. Such securities are subject to depositing to a nominee holder account of Bank ICBC (JSC) in the central depository where rights are recorded to issue-grade securities of Russian issuers of which placement and/or trading outside the Russian Federation is performed by placement under a foreign law of foreign issuers' securities confirming the rights as regards the issue-grade securities of Russian issuers. To open such account with Bank ICBC (JSC), a copy shall be provided of a permission of the Bank of Russia for placement and/or dealing in issue-grade securities of Russian issuers outside the Russian Federation by placement under a foreign law of foreign issuers' securities confirming the rights as regards the issue-grade securities of Russian issuers, issued under Article 16 of the Federal Law On Securities Market if such permission is required under this Article;

treasury securities account of the issuer (party liable on securities) is opened for the issuer (party liable on securities) for registration of rights to securities issued by it on the basis of the agreement for treasury securities account of the issuer (party liable on securities).

Trading securities account is a separate securities account complying with the following requirements:

- in such account, securities are registered which may be used for the performance and/or securing the performance of obligations allowed for clearing as well as obligations on remuneration payment to a clearing organization and organizations specified in Federal Law No 7-Φ3 dated February 07, 2011 On Clearing, Clearing Activities and Central Counterparty;

- transactions in this account shall be performed either based on the orders of the clearing organization without the order of the party for which such account was opened, or based on the order of the party for which such account was opened upon consent of the clearing organization.

A trading securities account shall be opened for depositors subject to concluded owner securities account agreement, or nominee securities account agreement, or foreign nominee securities account agreement, or agreement for treasury securities account of the issuer (party liable on securities). No conclusion of a separate agreement and preparation of a separate depositor information form is necessary. A trading account is opened with a reference to the clearing organization that may give directions on that account. A trading securities account is opened upon application of the depositor (Annex 1 to the Terms and Conditions) which should

specify the name of the clearing organization upon whose order (consent) transactions will be performed in the trading securities account. The application for opening a trading securities account is also a basis for opening a trading subaccount in the trading securities account.

An owner securities account may be opened for one depositor only except the cases of opening securities accounts to owners of joint interest in securities who are not partners under a limited partnership agreement.

The number of securities accounts that may be opened for one depositor under one depository agreement, including the number of securities accounts of the same type is not limited. In the event of opening of a securities account(s) under the depository agreement concluded earlier, the depositor shall complete an application for opening a securities account(s) under the depository agreement concluded earlier in the form of Annex 2 to the Terms and Conditions.

Except for the above securities accounts in accordance with the legislation of the Russian Federation, the depository may open other securities accounts or accounts not intended for registration of rights to securities if the legislation of the Russian Federation provides for opening such securities accounts or such accounts not intended for registration of rights to securities - unidentified party account. The account is opened based on a duty assignment of the depository. The account is used for depositing securities in the event of receipt of a document confirming securities depositing to the personal account of Bank ICBC (JSC) acting as a nominee holder in the register of securities owners or securities account of a correspondent depository provided that there is no basis for depositing the securities to the securities account of Bank ICBC (JSC).

Securities accounts and other accounts may be opened without simultaneous depositing of securities to them.

7.1.2. Bank ICBC (JSC) shall approve the list of documents that are to be provided by the customer for the conclusion of the depository agreement.

1) Documents to be provided by legal entities established under the legislation of the Russian Federation:

- legal entity information form (Annex 3 to the Terms and Conditions);
- notarized copies of constituent documents complying with the requirements of the legislation of the Russian Federation regarding the organizational and legal forms, as amended, valid on the date of submission;
- notarized copy of certificate of state registration of the depositor or other documents required by the law;
- notarized copy of certificate of entry into the Unified State Register of Legal Entities about the legal entity registered before July 1, 2002 (for organizations registered before July 1, 2002);
- notarized copies of certificates on amendments to the Unified State Register of Legal Entities on state registration of amendments to the constituent documents or other documents required by law;
- notarized copy of the certificate of tax registration of a legal entity established in accordance with the legislation of the Russian Federation, at its location in the Russian Federation;
- notarized copies of licenses (permits) issued to the legal entity in the manner established by the legislation of the Russian Federation to engage in activities subject to licensing; professional securities market participants provide a notarized copy of the license for depository

activities;

- original and notarized copies of documents confirming the authority of the person acting on behalf of the depositor without a power of attorney;

- original or notarized copy of the power of attorney executed in accordance with the Russian legislation for persons having the right to provide and receive documents to/from Bank ICBC (JSC);

- originals or notarized copies of documents confirming the powers of the persons specified in the banking specimen signature and seal imprint card (orders of appointment and (or) protocols of the relevant authorities on the election (appointment) to the position);

- original of the notarized banking specimen signature and seal imprint card made in accordance with the regulations of the Bank of Russia;

- originals or notarized copies of documents (decisions, orders, instructions) for granting signature rights to the persons specified in the banking specimen signature and seal imprint card;

- notarized copies of documents proving the identity of the persons specified in the banking specimen signature and seal imprint card;

- notarized copies of the letters of the territorial office of the Bank of Russia on approval of candidates indicated in the banking specimen signature and seal imprint card (only for credit institutions);

- copy of the certificate of ownership of non-residential premises, certified by the legal entity or a copy of a lease or sublease agreement with a copy of the original lease agreement, certified by the legal entity (provided only by non-credit institutions);

- Information on beneficial owners, on beneficiaries, on representatives in the amount provided for by the laws of the Russian Federation;

- information (documents) on financial standing (provide any items listed below):

copies of annual accounting reporting (financial statements) (balance sheet, statement of financial results);

and/or copies of annual (or quarterly) tax declaration with or without the tax authority's acknowledgment of their receipt with a copy attached of the notice of delivery of registered mail with the list of enclosures (if sent by mail) or a copy of hard copy delivery confirmation (if sent electronically);

and/or a copy of the auditor's opinion on the annual report for the previous year in which the fairness of the financial (accounting) reporting is confirmed as well as compliance of the accounting standards with the legislation of the Russian Federation;

and/or a certificate of fulfilment by the taxpayer (levy payer, tax agent) of its obligation on payment of taxes, levies, penalties, fines issued by the tax authority;

and/or information on the absence of any legal entity insolvency (bankruptcy) proceedings, effective resolutions of law courts on its insolvency (bankruptcy), any liquidation procedures as of the date of delivery of the documents to the credit institution;

and/or notice of bank accounts held in other Russian and foreign banks issued by the tax authority and also, based on the said information, the information about lists No 1, 2 of unpaid documents and outstanding loans issued by Russian and foreign banks;

and/or information on the rating of the legal entity on the Internet at the websites of international rating agencies (Standard & Poor's, Fitch-Ratings, Moody's Investors Service, etc.) and national rating agencies.

The financial standing of legal entities, the period of activity of which does not exceed three months from the date of registration, shall be confirmed by:



information about the absence of a default by the entity of its financial obligations due to lack of funds on bank accounts;

and/or information on the absence of any legal entity insolvency (bankruptcy) proceedings, effective resolutions of law courts on its insolvency (bankruptcy), any liquidation procedures as of the date of delivery of the documents to Bank ICBC (JSC);

and (or) certificate from the credit institution in which the legal entity was previously or is currently in service, on accounts (deposits) opened with the credit institution, indicating the accounts balances (if any).

- information on the business reputation of the legal entity (in free form in writing, if available):

- notes of other customers of Bank ICBC (JSC) having business relations with the legal entity;

- and/or notes of other credit institutions the legal entity used to be serviced by with estimation by those credit institutions of the business reputation of the legal entity.

In the absence of the possibility of obtaining information about the business reputation of the legal entity in the form of the above documents, Bank ICBC (JSC) shall use the following documents in order to determine and verify the customer's business reputation:

- feedback or other information about the business reputation of the legal entity in any written form, obtained from third parties (suppliers, partners, etc.);

- and/or information on the business reputation of the legal entity in free form in writing, provided by the entity being identified itself;

- and/or information on the business reputation in free form in writing, received by Bank ICBC (JSC) from other legally available sources of information (Internet network, etc.).

- other documents at the discretion of Bank ICBC (JSC), particularly, a completed form of information about a legal entity accepted for service or being serviced by Bank ICBC (JSC), documents confirming the origin of funds and/or other property of the depositor; documents confirming the information on the place of performance/actual location of the legal entity, its permanent governing authority, other body or person entitled to act on behalf of the legal entity without a power of attorney;

- the depositor's authorized representative shall provide to Bank ICBC (JSC) the consent to personal data processing and use by Bank ICBC (JSC) (Annex 4 to the Terms and Conditions).

2) To open an account for a branch and (or) representative office of the legal entity, in addition to the documents specified in Subclause 1 Clause 7.1.2, the following documents shall be provided:

- notarized copy of the regulation;

- original power of attorney or a notarized copy of the power of attorney issued to the head, to open accounts and dispose of funds on those accounts;

- original banking specimen signature and seal imprint card made in accordance with the regulations of the Bank of Russia;

- originals or notarized copies of documents confirming the powers of the persons specified in the banking specimen signature and seal imprint card (copies of orders of appointment and (or) protocols of the relevant authorities on the election (appointment) to the position, powers of attorney);

- originals or notarized copies of documents (decisions, orders, instructions) for granting signature rights to the persons specified in the banking specimen signature and seal imprint card;

- notarized copies of the letters of the territorial office of the Bank of Russia in the location on approval of appointment of persons indicated in the banking specimen signature and seal

imprint card (only for credit institutions);

- notarized copy of the notification of tax registration of a legal entity established in accordance with the legislation of the Russian Federation, in the location of the business unit in the territory of the Russian Federation.

In some cases it is possible to provide the depositor's documents in the form of an extract from the documents.

3) Documents to be provided by legal entities (stand-alone business units of legal entities) established under the legislation of a foreign country:

- legal entity information form (Annex 3 to the Terms and Conditions) certified by signatures of persons included in the depositor's banking card and the depositor's seal (album of samples of signatures, document with the signatures and stamp, issued in accordance with the laws of a foreign country);

- other documents confirming the legal status of the company in accordance with the legislation of the country in which the legal entity was established:

- constituent documents;

- documents confirming payment of state fee for the registration of a legal entity;

- extract from the commercial register (if available in accordance with the laws of the country of registration) issued not earlier than six months before the date of submission.

- documents confirming the powers of the sole executive body (the head) of the legal entity (the decision on appointment, order, etc.).

- Power(s) of Attorney granting the relevant rights to the authorized representatives of the company (the right to sign documents on behalf of the company, to give and to receive documents, to dispose of the funds on the bank account, to open or close bank accounts, enter into or terminate contracts of bank accounts, etc.);

- identity documents of representatives of the depositor;

- certificate of registration of a foreign company with the tax authority in the territory of the Russian Federation;

- licenses (permits) issued to the legal entity for the activities subject to licensing;

- banking specimen signature and seal imprint card (album of samples of signatures) or a document with the signatures and stamp, issued in accordance with the laws of a foreign country and the Terms and Conditions;

- documents confirming the powers of the persons specified in the banking specimen signature and seal imprint card, or album of sample signatures, or a document with sample signatures and a seal issued in accordance with the laws of a foreign state (orders of appointment of the persons specified in the banking specimen signature and seal imprint card, orders and (or) powers of attorney granting authority to sign);

- Information on beneficial owners, on beneficiaries, on representatives in the amount provided for by the laws of the Russian Federation;

- other documents at the discretion of Bank ICBC (JSC), in particular, the completed form of information on a legal entity accepted for service or serviced by Bank ICBC (JSC).

4) The branch (representative office) of a legal entity created under the laws of the country of registration of the legal entity located in the territory of the Russian Federation, in addition to the documents referred to in Subclause 3 Clause 7.1.2 shall provide the following documents:

- certificate of registration in the state register of accredited branches, representative offices of foreign legal entities;

- document certifying the actual location of the branch (representative office), located in the

territory of the Russian Federation (for non-residents other than credit institutions - copy of the document certified by such person confirming the right of ownership or lease or sub-lease to the premises occupied by the branch (representative office) of the legal entity, with the attachment of a copy of the original lease agreement);

- document confirming state accreditation of the branch (representative office) in the Russian Federation (if the representative office (branch) is located in the territory of the Russian Federation);

- documents confirming the appointment and the powers of the head of a branch (representative office).

5) Specific aspects of provision of documents by legal entities (stand-alone business units of legal entities) established under the legislation of a foreign country:

- documents issued abroad of the Russian Federation, should be properly legalized by the embassy (consulate) of the Russian Federation abroad or in the embassy (consulate) of a foreign state on the territory of the Russian Federation or apostilled;

- legalization of documents is not required if the documents have been issued in the territory:

- of member states of The Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents 1961 (in the presence of an apostille, submitted on the same document or a separate sheet by the competent authority of a foreign state in accordance with the requirements of the Convention);

- of member states of the Convention on Legal Assistance and Legal Relations in Civil, Family and Criminal Matters of 1993;

- of the countries with which the Russian Federation has concluded agreements on legal assistance and legal relations in civil, family and criminal cases.

- documents prepared in whole or in any part thereof in a foreign language (with the exception of personal identification documents of individuals, issued by the competent authorities of foreign States, written in several languages, including the Russian language) are submitted with duly certified translation into the Russian language. The documents issued by the competent authorities of foreign countries confirming the status of non-resident legal entities, foreign entities without establishing a legal entity shall be accepted by Bank ICBC (JSC) provided they are legalized (these documents can be submitted without legalization in cases stipulated by international treaties of the Russian Federation) . An exception is the identity documents of natural, issued by the competent authorities of foreign states, provided that the individual has a document certifying the right of their legal stay on the territory of the Russian Federation (for example, Visa, migration card);

- foreign nationals or stateless persons staying in the territory of the Russian Federation, in addition to an identity document shall provide a notarized copy of the document confirming the right to stay (reside) in the Russian Federation, as well as a copy of the migration card, certified by the person to whom it was issued or the legal entity;

- in the preparation of the banking specimen signature and seal imprint card it is allowed to specify the line-by-line translation of the card's fields into a foreign language, the signature of all persons authorized to sign shall be certified by a notary, the seal on the documents shall be provided, if any;

- non-resident legal entities other than the credit institutions, the Member States of the FATF, have the right not to provide information on the beneficiaries, provided that such a non-resident legal entity which is a credit institution has a record of rating assigned by the

international rating agency Moody's Investors Service, Standard & Poor's or Fitch Ratings, and (or) is included in the international bank reference book Bankers Almanac (publishing house Reed Business Information, UK, using any edition of the reference book, issued not earlier than the calendar year preceding the calendar year of the banking transaction or other transaction) or in the list (register of active credit institutions of the relevant foreign state).

– non-resident legal entities which are not Russian taxpayers (except for credit institutions) shall further provide the following information:

on the name and location of the foreign credit institutions with which the non-resident legal entity which is not a Russian taxpayer has had or has civil law relations arising from the bank account agreement, on the nature and duration of the relations;

on main contractors, volumes and nature of operations that are to be carried out using the securities account being opened;

on the obligation (or absence thereof) of the non-resident legal entity which is not a Russian taxpayer, to provide at the place of its registration or activities the financial reports to the competent (authorized) public institutions, indicating the names of such public institutions;

on the provision (in case of the relevant responsibilities) of a financial statement for the last reporting period (specify the government agency, to which the financial statement is provided, as well as information on publicly available sources of information (if available), containing the financial statement);

letters of recommendation, drawn up in any form, from Russian or foreign credit institutions with which these non-resident legal entities have civil relations; letters of recommendation may be requested in relation to the founders of a non-resident legal entity which is not a taxpayer;

other information that Bank ICBC (JSC) deems necessary to carry out the identification of the non-resident legal entity which is not a Russian taxpayer.

– non-resident legal entities of the Republic of Belarus which are not credit institutions, further provide Bank ICBC (JSC) with duly certified copy of the authorization of the National Bank of the Republic of Belarus to open accounts in banks and other credit institutions outside the Republic of Belarus.

– Bank ICBC (JSC) has the right to request any other information and documents necessary to perform the requirements of the Russian legislation and Bank of Russia regulations, including documents confirming the information given in the application of the legal entity, as well as information to identify the legal entity.

The financial position of non-resident legal entities shall be confirmed by:

a copy of the financial report for the last reporting period provided by a non-resident legal entity to the competent state institutions at the place of registration or activity (in the absence of a financial report for the last reporting period, a financial report for the previous reporting period shall be provided) indicating information on a publicly available source of information containing the financial report (if available);

and (or) a copy of the auditor's opinion on the annual report for the previous year in which the fairness of the financial (accounting) reporting is confirmed as well as compliance of the accounting standards with the legislation of the place of location (registration) of a legal entity;

and (or) certificate from the credit institution in which the non-resident legal entity was previously or is currently in service, on accounts (deposits) opened with the credit institution, indicating the accounts balances.

6) To open a foreign nominee securities account, the depositor which is a foreign entity shall also provide:

- documents confirming that the foreign legal entity was incorporated in a member country of the Organization for Economic Co-operation and Development (OECD), a member or an observer of the Financial Action Task Force on Money Laundering (FATF), and/or member of the Committee of Experts on the Evaluation of Anti-Money Laundering Measures and the Financing of Terrorism (MONEYVAL), or a government with appropriate bodies (appropriate organizations) of which the Bank of Russia concluded an agreement providing for a procedure for their interaction, and that such entity may perform registration and transfer of rights in securities under its personal law;

- or an application signed by an authorized representative of the Depositor confirming that the foreign entity may perform registration and transfer of rights in securities under its personal law. Such application may be executed as a separate document or may be part of another document.

7) To open depository program securities account, the depositor which is a foreign entity, shall additionally provide a copy of a permission for placement and/or dealing in issue-grade securities of Russian issuers outside the Russian Federation by placement under a foreign law of foreign issuers' securities confirming the rights as regards the issue-grade securities of Russian issuers, issued under Article 16 of the Federal Law dated April 22, 1996 No. 39-Φ3 On Securities Market.

8) An authorized representative of the depositor, acting under the power of attorney shall provide Bank ICBC (JSC) with the original or a notarized copy of the power of attorney to sign the securities order and other documents on behalf of the depositor, drawn up in accordance with the Russian law, a document proving the identity of the authorized representative of the depositor, and consent to the processing of his/her personal data and their use by Bank ICBC (JSC) (Annex 4 to the Terms and Conditions).

9) Documents to be submitted by individuals who are citizens of the Russian Federation:

- depositor's identity document;
- banking sample signatures card in accordance with the form of Bank ICBC (JSC);
- depositor information form (Annex 4 to the Terms and Conditions) certified by the depositor's signature;
- certificate of TIN assignment (if any);
- a completed form of information on an individual received for service or serviced by Bank ICBC (JSC), beneficial owners, beneficiaries, representatives in the amount provided for by the laws of the Russian Federation;
- consent to personal data processing and use by Bank ICBC (JSC) (Annex 4 to the Terms and Conditions).
- other documents at the depository's request.

10) An authorized representative of the depositor, acting under the power of attorney shall provide Bank ICBC (JSC) with the original or a notarized copy of the power of attorney to sign the securities order and other documents on behalf of the depositor, drawn up in accordance with the Russian law, a document proving the identity of the authorized representative of the depositor, and consent to the processing of his/her personal data and their use by Bank ICBC (JSC) (Annex 4 to the Terms and Conditions).

11) Documents to be submitted by individuals who are foreign nationals or stateless persons:

- depositor's identity document (to be provided with its notarized Russian translation). Identity documents of natural, issued by the competent authorities of foreign states, provided that

the individual has a document certifying the right of their legal stay on the territory of the Russian Federation (for example, Visa, migration card) shall be provided without translation into Russian; Translation of a document (or part thereof) into Russian may be executed by employee of Bank ICBC (JSC), or an employee of a specialized organization that provides translation services;

- migration card;
- document confirming the right of a foreign national or a stateless person to stay (residence) in the Russian Federation (one of the below):

Russian Federation residence permit;

temporary residence permit;

visa;

other document confirming the right of a foreign national or a stateless person to stay (residence) in the Russian Federation;

- consent to personal data processing and use by Bank ICBC (JSC) (Annex 4 to the Terms and Conditions).

- individual information form (Annex 5 to the Terms and Conditions) certified by the depositor's signature;

- certificate of TIN assignment (if any);

- if the individual is a refugee, he/she shall provide evidence of consideration of application for refugee status, issued by the diplomatic or consular office of the Russian Federation or the immigration control mail or a territorial body of the federal executive authority responsible for the migration service or a refugee certificate;

- a completed form of information on a individual received for service or serviced by Bank ICBC (JSC), beneficial owners, beneficiaries, representatives in the amount provided for by the laws of the Russian Federation.

An authorized representative of the depositor, acting under the power of attorney shall provide Bank ICBC (JSC) with the original or a notarized copy of the power of attorney to sign the securities order and other documents on behalf of the depositor, drawn up in accordance with the Russian law, a document proving the identity of the authorized representative of the depositor, and consent to the processing of his/her personal data and their use by Bank ICBC (JSC) (Annex 4 to the Terms and Conditions).

12) Documents to be provided by individuals who are individual entrepreneurs or by individuals engaged in private practice in the manner established under the legislation of the Russian Federation:

- depositor's identity document;

- certificate of state registration of individual entrepreneur (notarized copy). Individual entrepreneurs registered before January 01, 2004, shall provide a copy of the certificate of entry in the Unified State Register of Individual Entrepreneurs before January 01, 2004 issued by an authorized federal executive body, or other documents prescribed by the legislation;

- information on the insurance number of the individual ledger account of a person insured in the mandatory pension insurance system (if any);

- notarized copy of certificate of registration with tax authorities;

- extract from the Unified State Register of Individual Entrepreneurs, not older than 30 days, original (if the updated data are not yet available on the Federal Tax Service webpage);

- licenses (patents) issued to an individual entrepreneur or a person engaged in private practice in the manner established under the legislation of the Russian Federation to perform

activities subject to licensing (regulated by issue of a patent);

- notarized specimen signature banking card;
  - documents certifying the powers of the persons mentioned in the card;
  - a notice of the Federal State Statistics Service - a copy, certified by an individual entrepreneur (if any);
  - individual information form (Annex 5 to the Terms and Conditions) certified by the depositor's signature;
  - consent to personal data processing and use by Bank ICBC (JSC) (Annex 4 to the Terms and Conditions).
  - documents confirming the information on the customer's actual location (documents confirming ownership of buildings, premises, lease (sublease) agreements and/or other documents confirming the presence at the registration address or similar documents confirming the information on the customer's actual location;
  - individual entrepreneur who is a foreign citizen shall additionally provide a copy of the migration card and the document confirming the right of a foreign citizen to stay (reside) in the Russian Federation) (one of the following):
    - residence permit;
    - temporary residence permit;
    - visa;
    - any other document confirming the right of a foreign citizen or a person without citizenship to stay (residence) in the Russian Federation under the legislation of the Russian Federation;
  - a completed form of information on an individual entrepreneur received for service or serviced by Bank ICBC (JSC), data on beneficial owners, beneficiaries, representatives in the amount provided for by the laws of the Russian Federation;
  - information (documents) on financial standing (provide any items listed below):
    - copies of annual accounting reporting (financial statements) (balance sheet, statement of financial results);
    - and/or copies of annual (or quarterly) tax declaration with notes of the tax authority on their acceptance or without such notes with a copy attached of the notice of delivery of registered mail with the list of enclosures (if sent by mail) or a copy of hard copy delivery confirmation (if sent electronically);
    - and/or a copy of the auditor's opinion on the annual report for the previous year in which the fairness of the financial (accounting) reporting is confirmed as well as compliance of the accounting standards with the legislation of the Russian Federation;
    - and/or a certificate of fulfilment by the taxpayer (levy payer, tax agent) of its obligation on payment of taxes, levies, penalties, fines issued by the tax authority.
- The financial standing of individual entrepreneurs, the period of activity of which does not exceed three months from the date of registration, shall be confirmed by:
- information about the absence of a default by the individual entrepreneur of its financial obligations due to lack of funds in bank accounts;
  - and/or information on the absence of any individual entrepreneur insolvency (bankruptcy) proceedings, effective resolutions of law courts on its insolvency (bankruptcy), any liquidation procedures as of the date of delivery of the documents to Bank ICBC (JSC);
  - and (or) certificate from the credit institution in which the individual entrepreneur was previously or is currently in service, on accounts (deposits) opened with the credit institution, indicating the accounts balances (if any);

– information on the business reputation (in free form in writing, if available):  
notes of other customers of Bank ICBC (JSC) having business relations with the individual entrepreneur;

and/or notes of other credit organizations the individual entrepreneur used to be serviced by with estimation by those credit organizations of the business reputation of the individual entrepreneur.

An authorized representative of the depositor, acting under the power of attorney shall provide Bank ICBC (JSC) with the original or a notarized copy of the power of attorney to sign the securities order and other documents on behalf of the depositor, drawn up in accordance with the Russian law, a document proving the identity of the authorized representative of the depositor, and consent to the processing of his/her personal data and their use by Bank ICBC (JSC) (Annex 4 to the Terms and Conditions).

13) Bank ICBC (JSC) may request any other documents not listed above in this section of the Terms and Conditions, including additional information necessary for identification of non-residents of the Russian Federation.

14) The depositor shall promptly inform the depository of amendments and modifications to the constituent documents, provide the said documents with new details, certificates of their registration, make respective modifications to the legal entity/individual information form.

15) Documents to be provided by qualified investors recognized as such by the managing company, broker or other parties in cases provided for under the legislation of the Russian Federation (in addition to the above documents):

– the original or a notarized copy of the documents confirming that the depositor was recognized as a qualified investor by the managing company, broker or other parties in cases provided for under the legislation of the Russian Federation (hereafter the person recognizing as qualified investor);

– documents confirming the authority of the person recognizing as qualified investor (and of body/person authorized to act on its behalf) in the event they are not available in the depository.

#### 7.1.3. Outcoming documents:

report on transaction performance completion which shall be a certificate of opening (closing) a securities account (Annex 5 to the Terms and Conditions).

#### 7.1.4. Performance schedule:

- 1) acceptance of all incoming documents – T day;
- 2) execution of the transaction - not later than day T+3;
- 3) issue of the transaction performance report to the depositor – not later than day T+4.

7.2. When a securities account is opened for the depositor, the following subaccounts are opened within it, if necessary:

1) basic, for which there are no limitations for transactions permitted under these Terms and Conditions. Subaccount shall be opened in case of opening a securities account to the depositor without additional orders;

2) trading, intended for reflection of trading transactions in exchanges. Subaccount shall be opened in case of opening a trading securities account to the depositor without additional orders;

3) reregistration, intended for the registration of securities for which the depository received an order for relocation of securities. A report should be received on withdrawal of securities by the correspondent depository or the registrar where the said securities were registered, but there should be no report on depositing the securities by the correspondent depository or the registrar where the securities will be registered. The subaccount is also used in withdrawal of securities



with preliminary recording of the fact of limitation of operations with securities for the respective subaccount;

4) blocked, intended for registration of restriction of rights to securities except for the cases described in paragraphs 5—7 of this Clause;

5) pledged, intended for registration of encumbrance of rights to securities;

6) blocked for corporate operations, intended for registration of securities in regard of which corporate operations of the issuer are expected;

7) blocked for obligation performance intended for registration of encumbrance of the depositor's securities with other transaction obligations. Securities transactions are blocked upon the depository's duty assignment in the event of conclusion between Bank ICBC (JSC) and the depositor of a broker agreement when Bank ICBC (JSC) receives an order to enter into a transaction with securities not through the exchange;

8) surplus, intended for the registration of surplus securities emerging in the course of a global transaction upon the issuer's order or resulting from discovery of surplus securities certificates in the vault of Bank ICBC (JSC) (subaccount shall be opened in unidentified party securities account);

9) shortage, intended for registration of shortage of securities identified in the course of an audit.

Subaccounts "under re-registration", "blocked", "pledged", "blocked for conducting corporate actions", "blocked for fulfillment of obligations", "excess", "shortage" are opened on the basis of the depository's duty assignment.

The list of securities subaccounts is not exhaustive and may be modified or extended by the depository. By order of the depositor, other subaccounts may be opened by the depository.

7.3. Closing of securities accounts is arranged in the following cases:

- in the event of termination of contractual relationships between Bank ICBC (JSC) and the depositor;

- upon the depositor's application in writing (Annex 7 to the Terms and Conditions—for legal entities, Annex 8 to the Terms and Conditions for individuals);

- upon resolution of authorized governmental authorities under the legislation of the Russian Federation;

- at the depository's initiative if for a year no transaction were performed in the account (for a zero balance account).

Other accounts shall be closed upon duty assignments of the depository. No securities account (other account) may be closed if the balance in the personal accounts is positive. No closed account may be reopened. When closing the securities account all subaccounts opened in it shall be closed.

Transaction description: recording information in the depository's registers which would ensure impossibility of any transactions in the account. Information on a closed securities account shall be stored for five years.

7.3.1. Incoming documents:

depository's duty assignment/depositor's application (Annexes 7, 8 to the Terms and Conditions)/ order of authorized governmental authorities.

7.3.2. Outcoming documents:

report on transaction performance completion which shall be a certificate of opening/closing a securities account (Annex 6 to the Terms and Conditions).

7.3.3. Performance schedule:

- 1) acceptance of incoming documents – T day;
- 2) execution of the transaction - not later than day T+1;
- 3) issue of the transaction performance completion report – not later than on day T+2.

7.4. The depositor may appoint an account (subaccount) operator and cancel its powers.

7.4.1. No operator may be appointed for reregistration, blocked, blocked for corporate operations, blocked for obligation performance, surplus and shortage subaccounts, as only the depository may give orders to perform depository transactions in the said subaccounts.

The depository does not control the correctness of determination by the depositor of powers of the securities account (subaccount) operator.

The depositor shall inform the depository of termination of the operator's powers by an official letter signed by the depositor's authorized representative with a reference to the date of such termination.

Where there is an operator, the depositor still is entitled to give orders to the depository to perform depository transactions except for the cases provided for in the depositor's notices.

7.4.2. Transaction description: introduction into the depository's accounting registers of complete information on the legal entity appointed as the securities account (subaccount) operator.

7.4.3. Incoming documents:

- order for appointment of a securities account (subaccount) operator (2 copies) (Annex 9 to the Terms and Conditions);
- legal entity information form (Annex 3 to the Terms and Conditions);
- a copy of the agreement between the depositor and the operator, certified by the depositor (if available);
- power of attorney to represent the Depositor's interests and perform actions on its behalf issued to the securities account (subaccount) operator by the Depositor (recommended form of the power of attorney is given in Annex 10 to the Terms and Conditions).

If the securities account (subaccount) operator is not a depositor of the depository or an operator of another securities account (subaccount), in the event of appointment of the operator the same package of documents is provided to the depository as in the event of opening an owner securities account.

7.4.4. Outcoming documents:

the second copy of the order for appointment of a securities account (subaccount) operator with the depository's notes;

7.4.5. Performance schedule:

- 1) acceptance of all incoming documents – T day;
- 2) execution of the transaction - not later than day T+2;
- 3) the second copy of the order on the appointment of the securities account (subaccount) operator (Annex 9 to the Terms and Conditions) with the depository's notes – not later than on day T+3.

7.5. The depositor may appoint an account (subaccount) operator and cancel its powers.

Transaction description: entering information about the account (subaccount) agent in the depository's registers.

7.5.1. Incoming documents:

- order for appointment of a securities account (subaccount) agent (2 copies) (Annex 11 to the Terms and Conditions);
- customer information form for an individual (Annex 5 to the Terms and Conditions);

- the depositor's (operator's) power of attorney for the account agent (the recommended form of the power of attorney is given in Annex 10 to the Terms and Conditions);
- consent to personal data processing and use by Bank ICBC (JSC) (Annex 4 to the Terms and Conditions).

The term of the power of attorney of the account (subaccount) agent is controlled independently by the depositor (operator). The depositor (operator) may cancel the power of attorney at any time before expiry by sending to the depository an official letter in a free form with reference to the date of termination of the powers of the securities account (subaccount) agent.

7.5.2. Outcoming documents:

Transaction completion report, i.e. the second copy of the order for appointment of account (subaccount) agent (Annex 11 to the Terms and Conditions).

7.5.3. Performance schedule:

- 1) receipt of the depositor's order – day T;
- 2) execution of the transaction - not later than day T+2;
- 3) issue of reports - not later than day T +3.

7.6. The depositor may change the customer information data.

7.6.1. Transaction description: registration in the depository of changes in the depositor's data.

7.6.2. Incoming documents:

- order for registration of modifications in the customer information form for a legal entity/individual (2 copies) (Annex 12 to the Terms and Conditions);
- information form containing all necessary amendments and executed in accordance with the requirements of these Terms (2 copies) (Annex 3 to the Terms and Conditions for legal entities of Annex 5 to the Terms and Conditions for individuals);
- documents confirming the changes made.

7.6.3. Outcoming documents:

- depository's report on making changes in the information form of the depositor, i.e. the second copy of the new form provided by the depositor, with a signature of the depository's employee.

7.6.4. Performance schedule:

- 1) receipt of order for registration of modifications in the customer information form for a legal entity/individual and other documents - day T;
- 2) execution of the transaction - not later than day T+2;
- 3) issuing a report on modifications in the customer information form - not later than day T+3.

7.7. Securities shall be deemed accepted for service to the depository after the reflection in the accounting records of depository of the data allowing the unique identification of the issue of securities, and for non-issue-grade securities - from the moment of receipt by the depository of the duly executed securities.

7.7.1. The depository shall prepare and maintain a list of securities issues serviced by the depository as of the current date. For each securities issue in the list there should be an issue details form in the registers of the depository.

7.7.2. The originator of the receipt of a securities issue for servicing may be:

- the depository;
- the depositor;

the issuer of that issue;

the registrar;

another depository in which the depository has a nominee security account.

7.7.3. For non-issue-grade definitive securities the receipt of duly executed securities shall serve the basis for the receipt of securities for servicing.

7.7.4. When receiving a securities issue for servicing, the depository shall beside the information received from the originator use the information from one of the below documents provided to the depository or received by the depository in the course of performance of the procedure for acceptance of securities issues for servicing and including information sufficient for identification of the securities issue and their issuer:

a copy of registered decision on issue (in electronic form);

a copy of a notice of the registration body on the registration of the securities issue (in electronic form);

a copy of the terms of issue and trading of the securities (in electronic form);

information in disclosure databases on issuers and their securities issues maintained by the regulatory authority or a self-regulated organization;

information provided by other depositories, international clearing agencies, international and Russian information agencies, as well as financial institution, including via the Internet network.

7.7.5. The depository may refuse the acceptance to the party initiating the procedure of acceptance of a securities issue for servicing specifying the reason for such refusal.

7.7.6. The depository may not accept securities for servicing if:

- the securities are declared redeemable before being deposited in the depository;
- an order or notice is received for this securities issue on suspension of transactions;
- the receipt of such securities is prohibited by law, an act of a governmental body, resolutions of self-regulated organizations, of which the depository is a member;
- if the depository has any doubts regarding the authenticity of securities certificates;
- if there is no legal basis for depository registration of a particular type of non-issue-grade securities.

7.8. Termination of servicing of securities issues in the depository shall be performed on the following basis:

- expiry of the term of the securities and/or their maturity;
- resolution of a regulatory body to declare the securities issue void or to cancel the issue;
- change of securities terms making any further servicing impossible;
- liquidation or reorganization of the securities issuer;
- at the depository's initiative;
- entry into force of a court ruling on the invalidity of the securities issue;
- conversion of the securities;
- consolidation of additional securities issues and assigning new state registration number to them.

7.8.1. The depository may not stop servicing a securities issue if the securities of this issue are registered in the depositor's securities account.

7.8.2. Upon the termination of servicing of the securities issue, the depository shall store the information on the securities issue for five years.

## Chapter 8. **Inventory transactions**

8.1. The depository shall arrange deposit of securities to the depositor's securities account in their deposit to personal account (securities account) of a nominee holder of Bank ICBC (JSC) in the register of securities owners (correspondent depository).

8.1.1. Transaction description: deposit of securities to the depositor's securities account in reregistration of securities in the name of Bank ICBC (JSC) as a nominal holder in the register of securities owners of in deposit of securities to a securities account of a nominee holder of Bank ICBC (JSC) in a correspondent depository. In performance of this transaction the balance of securities registered in the depositor's securities account increases.

8.1.2. Incoming documents:

- The depositor's order for the deposit of securities in the securities account (Annex 13 to the Terms and Conditions). If the order includes the timeframe and/or terms of its performance, the depository shall take into account such timeframe and/or terms;
- notice from the registrar (report of the correspondent depository) on the performance of the transaction on securities deposit to the personal account (securities account) of a nominee holder;
- other documents at the depository's request.

Where it is impossible to definitively correlate the notice from the registrar (report of the correspondent depository) and the order, the depository may demand that the depositor should under the procedure (Terms and Conditions of Depository Activities) of the correspondent depository provide additional documents in accordance with the requirements of the correspondent depository/registrar, particularly the originals or notarized copies of agreements which are the basis for transaction performance, notices (reports) on transaction performance, other documents.

8.1.3. Outcoming documents:

- report to the depositor (Annexes 14, 15 to the Terms and Conditions);
- statements on securities account (Annexes 16, 17 to the Terms and Conditions) shall be provided based on the depositor's order for information transaction (Annex 18 to the Terms and Conditions);

8.1.4. Performance schedule:

- 1) receipt from the depositor of the order for deposit of securities to the securities account – day T;
- 2) receipt of the notice (report) from the registrar or correspondent depository on deposit of securities to the personal account (securities account) of Bank ICBC (JSC) as a nominee holder in the register of securities owners (correspondent depository) – day M;
- 3) deposit of securities to the “unidentified party “account (if day M is before day T) - day M;
- 4) transfer of securities from an unidentified party account to the depositor's securities account (if day M is before day T) – day T.
- 5) deposit of securities to the securities account of the depositor (if day T coincides with day M) - day M.

The deposit of securities to the depositor's securities account shall be performed only upon positive completion of comparison of the details of the depositor's order with the details of the notice from the registrar (report of the correspondent depository) on performance of the deposit of securities to the personal account (securities account) of the nominal holder.

- 6) issue of outgoing documents to the depositor: if the T is earlier than day M - day M + 1;

if day M is earlier than day T - day T + 1.

In the event of deposit to the depositor's securities account of securities received as a result of return or of securities improperly acquired by other parties due to an error (or of securities to which they were converted) as well as in a month from the date of deposit of securities to an unidentified party account of another depository/registrar, the depository's report no deposit of securities to the depositor's securities account provided to the depositor shall include reference to the fact that the securities were deposited to the securities account due to their return to that securities account from which such securities or securities which were converted to them were withdrawn.

8.2. The depository shall arrange withdrawal of securities from the depositor's securities account in their withdrawal from a personal account (securities account) of a nominee holder of Bank ICBC (JSC) in the register of securities owners (correspondent depository)

8.2.1. Transaction description: withdrawal of securities from the depositor's securities account in reregistration of securities from a personal account of a nominal holder of Bank ICBC (JSC) in the register of securities owners of in withdrawal of securities from a securities account of a nominee holder of the depository in a correspondent depository. In performance of this transaction the balance of securities registered in the depositor's securities account decreases.

8.2.2. Incoming documents:

- the depositor's order for withdrawal of securities from its securities account (Annex 19 to the Terms and Conditions) with reference to the personal (securities) account number in the register of securities owners (in the correspondent depository) to which the securities withdrawn should be deposited, as well as other necessary details. If the order includes the timeframe and/or terms of its performance, the depository shall take into account such timeframe and/or terms;

- notice from the registrar (report of the correspondent depository) on the performance of the transaction on securities withdrawal from the personal account (securities account) of a nominee holder of the depository;

- other documents at the depository's request.

The depository may demand that the depositor should under the procedure (Terms and Conditions of Depository Activities) of another depository provide additional documents in accordance with the requirements of another depository/registrar, particularly the originals or notarized copies of agreements which are the basis for transaction performance, notices (reports) on transaction performance, other documents.

8.2.3. Outcoming documents:

- report to the depositor (Annexes 14, 15 to the Terms and Conditions);
- statements on securities account (Annexes 16, 17 to the Terms and Conditions) shall be provided based on the depositor's order for information transaction (Annex 18 to the Terms and Conditions);

8.2.4. Performance schedule:

- 1) receipt from the depositor of the order for withdrawal of securities from the securities account with the depository – day T;

- 2) sending to the registrar of transfer order, other necessary documents (or depository order to the correspondent depository) for reregistration of securities from the personal account (securities account) of a nominee holder of Bank ICBC (JSC) in the register of securities owners (correspondent depository) to the account specified by the depositor in its depository order – not later than T+1;

- 3) recording of the fact of limitation of transactions with securities indicated by the

depositor in its depository order, by transferring securities to subaccount “for reregistration” of the same securities account of the depositor - day  $T + H$ ,  $H$  is the day when the depository received a report from the correspondent depository on recording the fact of limitation of transactions with securities;

4) receipt of the notice from the registrar (report of the correspondent depositor) on the performance of transaction on withdrawal of securities from the nominee personal account (securities account) in the register of securities owners (correspondent depository) of the depository – day  $T+H+M$ , where  $M$  is time during which the registrar (correspondent depository) performed the transfer order (depository order) of the depository and provided the depository a notice/report on the transaction performed.

5) withdrawal of securities specified in the depositor’s order from its securities account – day  $T+H+M$ ;

6) issue to the depositor of outgoing documents — day  $T+H+M+1$ .

In the event of refusal of the registrar or the correspondent depository to perform the reregistration of the ownership rights, the depository shall provide a copy of such refusal to the depositor. If such refusal is due to erroneous actions of the depositor, the latter shall compensate Bank ICBC (JSC) for the expenses for the performance of such order. The depositor’s order shall be deemed performed.

8.3. The depository carries out operations on transfer of securities between securities accounts and between subaccounts of the same securities account.

8.3.1. Transaction description: making records on withdrawal of securities from a subaccount of one securities account and deposit in a subaccount of another securities account or transfer of securities from one subaccount of a securities account to another subaccount of the same securities account.

8.3.2. Incoming documents:

- transfer order of the originator depositor or the depository (if the depository is the originator of this transaction) (Annex 20 to the Terms and Conditions);
- depository order of the beneficiary depositor (in the event of securities transfer from securities account of one depositor to securities account of another depositor).
- other documents at the depository’s request.

8.3.3. Outgoing documents:

- report to the depositor (depositors) (Annexes 14, 15 to the Terms and Conditions);
- statements on securities account (Annexes 16, 17 to the Terms and Conditions) shall be provided based on the depositor’s order for information transaction (Annex 18 to the Terms and Conditions);

8.3.4. Performance schedule:

- 1) receipt of the originator depositor’s order – day  $T$ ;
- 2) receipt of the beneficiary depositor’s order – day  $N$ ;
- 3) securities transfer — day  $T+1$  (if  $N < T$ ),  $N+1$  (if  $T < N$ );
- 4) issue of reports to depositors — not later than on day  $T+2$  (if  $N < T$ ),  $N+2$  (if  $T < N$ ).

8.4. The depository shall perform transactions on relocation (change of securities storage place).

8.4.1. Transaction description: making records on relocation (change of securities storage place). In relocation of securities the balance of securities registered in the depositor’s securities account does not change. Also a transaction is performed of withdrawal of the securities relocated from a securities account in one storage place and deposit to a securities account of

another storage place.

8.4.2. Incoming documents:

- depository order of the depositor or the depository (Annex 21 to the Terms and Conditions).
- notice from the registrar (report of the correspondent depositor) on the transaction on the nominee personal account (securities account) of the depository (if such transaction resulted in increase/decrease of the balance in the nominee personal account (securities account) of the depository in the register of securities owners (correspondent depository));
- other documents at the depository's request.

8.4.3. Outcoming documents:

- report to the depositor (Annexes 14, 15 to the Terms and Conditions);
- statements on securities account (Annexes 16, 17 to the Terms and Conditions) shall be provided based on the depositor's order for information transaction (Annex 18 to the Terms and Conditions);

8.4.4. Performance schedule:

- 1) receipt of orders for relocation of securities – day T;
- 2) sending to the registrar of transfer order, depository order to the correspondent depository, other necessary documents for withdrawal of securities from the nominee personal account (securities account) of Bank ICBC (JSC) in the register of securities owners (correspondent depository) – day T;
- 3) sending to the registrar of transfer order, other necessary documents (sending a depository order to the correspondent depository) for deposit of securities to the nominee personal account (securities account) of Bank ICBC (JSC) in the register of securities owners (correspondent depository) – not later than day T+1;
- 4) recording of the fact of limitation of transactions with securities indicated by the depositor in its depository order, on the securities account of the depositor - day T + H, H is the day when the depository received a report from the correspondent depository on recording the fact of limitation of transactions with securities;
- 5) receipt of the notice from the registrar (report of the correspondent depositor) on the performance of transaction on deposit of securities to the nominee personal account (securities account) in the register of securities owners (correspondent depository) of the depository and reflecting of the transaction on securities accounts in the depository - day T+H+M, where M is time during which the registrar (correspondent depository) performed the transfer order (depository order) of the depository and provided the depository a notice/report on the transaction performed.
- 6) issue to the depositor of outcoming documents — day T+H+M+1.

8.5. The depository arranges recordkeeping of securities on depositor's transactions via exchanges

8.5.1. Transaction description: securities deposit to and/or withdrawal from the depositors' securities accounts executed by the depository upon performance by the Depositor (its authorized representative) of transactions concluded and calculated in the trading system of an exchange.

8.5.2. Incoming documents:

- information on the results of trades through the exchange;
- report on transactions performed in the nominee trading securities account of Bank ICBC (JSC) in the correspondent depository;



- other documents at the depository’s request.

#### 8.5.3. Outcoming documents:

- report to the depositor (Annexes 14, 15 to the Terms and Conditions);
- statements on securities account (Annexes 16, 17 to the Terms and Conditions) shall be provided based on the depositor’s order for information transaction (Annex 18 to the Terms and Conditions);

#### 8.5.4. Performance schedule:

- 1) receipt of information on the results of trades through the exchange - day T;
- 2) receipt of the report on transactions performed in the nominee trading securities account of Bank ICBC (JSC) in the correspondent depository and reflecting of the transaction on securities accounts in the depository - day T;
- 3) issue to the depositor of outcoming documents — day T+1.

8.6. The depository accepts for safekeeping and accounting the issues of non-issue-grade securities.

8.6.1. Transaction description: acceptance for safekeeping and deposit of non-issue-grade securities to the depositor’s securities account.

In order to obtain an opinion on the authenticity of the certificate of an non-issue-grade security, Bank ICBC (JSC) may transfer it for examination.

Bank ICBC (JSC) shall not be liable for the invalidity of non-issue-grade definitive securities accepted for safekeeping and accounting, as well as for the fulfillment of obligations thereon.

#### 8.6.2. Incoming documents:

- depository order of the depositor (Annex 22 to the Terms and Conditions).
- conclusion on the authenticity of the security certificate;
- documents confirming the receipt of the definitive securities or a report on transaction performed on the nominee securities account of Bank ICBC (JSC) in the depository storage area, in the vault of Bank ICBC (JSC).

8.6.3. In the receipt the depository shall draw up a Certificate of Securities Delivery and Receipt which specifies the securities and documents provided to the depositor’s authorized representative. One copy shall be delivered to the depositor, the second copy remains in the depository.

#### 8.6.4. Outcoming documents:

- reports to depositors on the transaction performed (Annexes 14, 15 to the Terms and Conditions);
- statements on securities account (Annexes 16, 17 to the Terms and Conditions) shall be provided based on the depositor’s order for information transaction (Annex 18 to the Terms and Conditions);
- securities transfer and acceptance certificates.

8.6.5. Performance schedule: deposit of definitive non-issue-grade securities to a securities account upon their transfer for depository registration shall be performed not later than on the business day following the day of the latest of the following:

- receipt of depositor’s order and other incoming documents - day T;
- transfer of non-issue-grade definitive securities to Bank ICBC (JSC) for their depository accounting - day T;

Issue of reports on the transaction and certificates of transfer and acceptance of securities - day T+1.

8.7. The depository withdraws from safekeeping and accounting the issues of non-issue-grade securities.

8.7.1. Transaction description: issue of certificates of non-issue-grade definitive securities and withdrawal of issued securities from the securities account of the depositor.

8.7.2. Incoming documents:

- depository order of the depositor (Annex 23 to the Terms and Conditions);
- documents confirming the release of the definitive non-issue-grade securities or a report on transaction performed on the nominee securities account of the depository in the depository storage area, in the vault of Bank ICBC (JSC).

8.7.3. In the release, the depository shall draw up a Certificate of Securities Delivery and Receipt which specifies the securities and documents provided to the depositor's authorized representative. One copy shall be delivered to the depositor, the second copy remains in the depository.

8.7.4. Outcoming documents:

- reports to depositors on the transaction performed (Annexes 14, 15 to the Terms and Conditions);
- statements on securities account (Annexes 16, 17 to the Terms and Conditions) shall be provided based on the depositor's order for information transaction (Annex 18 to the Terms and Conditions);
- securities transfer and acceptance certificates.

8.7.5. Performance schedule:

- 1) receipt of depositor's order and other incoming documents — day T;
- 2) Withdrawal of definitive non-issue-grade securities from a securities account upon termination of their depository registration shall be performed not later than on the business day following the day of the latest of the following:
  - receipt of depositor's order and other incoming documents — day T+1;
  - transfer of documentary securities to their holder (M) - day M + 1;
- 3) issue of reports on the transaction and certificates of transfer and acceptance of securities - day T+2 or M+2.

## Chapter 9. **Package transactions**

9.1. The depository arranges encumbrance of depositor's securities with obligations, restriction of disposal of securities, termination of encumbrance of securities with liabilities and limitations on operations with securities.

Registration of restriction of securities transactions shall be performed in the owner securities account or the depository program securities account. The registration of encumbrance of securities with third party rights is performed in the owner securities account.

Registration of encumbrance of securities and/or restriction on disposal of securities is performed by making a record in the securities account on encumbrance of the securities and/or restriction of disposal of securities, including by making a credit entry in the securities subaccount in which the rights are registered to encumbered securities or securities of which disposal is restricted.

The record(s) on the encumbrance of securities shall include the following information:

- 1) Information which helps to identify the securities encumbered and the number of such securities;

- 2) manner and terms of securities encumbrance;
- 3) date and basis for registration of securities encumbrance.

Registration of modification of the terms of encumbrance of securities is performed by making a record of the new encumbrance terms in the records of securities encumbrance.

9.1.1. The record(s) on restriction of disposal of securities shall include the following information:

- 1) information which helps to identify the securities for which the restriction is set and the number of such securities;
- 2) description of the restriction of disposal of securities (seizure, blocking or ban on transactions with securities);
- 3) date and basis of registration of the restriction of disposal of securities.

Registration of termination of encumbrance of securities and/or restriction on disposal of securities is performed by making a record in the securities account on the termination of encumbrance of the securities and/or removal of restriction of disposal of securities, including by making a debit entry in the securities subaccount in which the rights are registered to encumbered securities or securities of which disposal is restricted. The record is made in the same securities account in which the record of securities encumbrance and/or restriction of disposal of securities was made.

9.1.2. The record(s) on the termination of encumbrance of securities shall include the following information:

- 1) information which helps to identify the securities of which the encumbrance is terminated and the number of such securities;
- 2) information on the encumbrance of securities which is terminated or a reference to such encumbrance;
- 3) date and basis for registration of securities encumbrance termination.

9.1.3. The record(s) on removal of restriction of disposal of securities shall include the following information:

- 1) information which helps to identify the securities for which the restriction is removed and the number of such securities;
- 2) date and basis of registration of the removal of the restriction of disposal of securities.

9.1.4. To register the fact of restriction of securities operations, subaccounts are opened in the securities account depending of the type of restrictions.

In registration of charge over securities several pledged subaccounts may be opened in the depositor's securities account corresponding to different pledge agreements. In the event of cessation of pledge registration in accordance with the legislation of the Russian Federation on lien and the order signed by the pledger and the pledge holder, the securities shall be transferred from the pledged subaccount to the securities subaccount specified by the depositor. The pledge holder may differ from the depositor of the depository. In this event the pledge holder should be registered with the depository for which purpose a completed information form is mandatorily provided to the depository.

If at the moment of withdrawal of securities from a securities account a right of pledge was registered for such securities, then deposit of such securities to the owner securities account shall be performed simultaneously with the registration of the right of pledge in relation to the deposited securities under the same terms. In the event of withdrawal of such securities from the nominee securities account of Bank ICBC (JSC) in the register of securities owners/correspondent depository, information on the terms of the pledge shall be provided to the

respective registrar or depository.

9.1.5. Withdrawal of securities for which restriction on securities transactions except for the pledge was registered shall not be permitted except for the cases provided for under the legislation of the Russian Federation.

9.1.6. Transaction description: making records on withdrawal of securities from a subaccount of the depositor's securities account and depositing them in the subaccount opened for registration of transaction restrictions in the same securities account in the event of encumbrance (restriction) registration; making records on withdrawal of securities from a subaccount of the depositor's securities account to which they were transferred in registration of encumbrance (restriction) and their registration in the subaccount they were transferred from, in the event of removal of encumbrance (restriction); and/or making a record on encumbrance/removal of encumbrance and/or a record on restriction/removal of restriction of disposal of securities. The said record(s) shall include information on the type of encumbrance (encumbrance with third party rights, restriction of buyer's rights on a repo agreement, blocking or ban on securities transaction, etc.), date and basis for registration of the encumbrance (restriction) of securities transactions, information helping to identify securities for which the encumbrance (restriction) is set and the number of such securities, manner and terms of such encumbrance.

The depositor or the Depository originates the transaction.

9.1.7. Incoming documents:

- the depositor's order for transfer of securities (Annex 20 to the Terms and Conditions) or the depository's duty assignment;
- a copy of securities pledge agreement (in registration of charge over the securities);
- a document confirming blocking/release of securities in the nominee personal account (securities account) of Bank ICBC (JSC) with the registrar (correspondent depository) – in the event of registration of blocking of securities redeemable under the legislation of the Russian Federation;
- duty assignment of the depository;
- other documents in accordance with federal laws and regulations of the Russian Federation (e.g. decision (ruling) of a judicial bailiff-executor).

9.1.8. Outcoming documents:

- report to the depositor (Annexes 14, 15 to the Terms and Conditions);
- statements on securities account (Annexes 16, 17 to the Terms and Conditions) shall be provided based on the depositor's order for information transaction (Annex 18 to the Terms and Conditions);
- Information on pledged securities shall be provided upon the request of a pledge holder (which may and may not be a depositor of the depository).

9.1.9. The pledge holder's request shall include:

- full name of the pledge holder which is an individual/full name of the pledge holder which is a legal entity;
- full name of the pledger which is an individual/full name of the pledger which is a legal entity;
- number and date of pledge agreement (another document based on which the securities were pledged);
- securities issue name;
- security state registration number (ISIN);

number of securities;

other information;

9.1.10. The depository's report based on the request received shall contain:

time and date for which the information is confirmed;

full name, address and phone number of the Depository;

full name of the pledger which is an individual/full name of the pledger which is a legal entity;

pledge holder's securities account number in which the pledged securities are registered.

number and date of pledge agreement (another document based on which the securities were pledged);

securities issue name;

security state registration number (ISIN);

number of securities;

other information;

9.1.11. Performance schedule:

1) receipt of the depositor's order for transfer of securities/other documents – day T;

2) registration of encumbrance of securities - day T + 1, and in case of seizure on the basis of documents of authorized state bodies, in accordance with the requirements of the laws of the Russian Federation;

3) issue of report to the depositor - day T+2 or the day following the day of transaction execution.

9.2. The depository performs suspension and resumption of securities account transactions

9.2.1. Transaction description: suspension/resumption by the depository of transactions with issue-grade securities in securities accounts in the event of reorganization of the issuer(s) of the securities, in the event of provision to the depository of the depositor's death certificate, in other cases provided for under the legislation of the Russian Federation, these terms and securities issue terms.

9.2.2. Incoming documents:

notice on suspension/resumption of transactions with issue-grade securities of a reorganized issuer(s); depositor's death certificate, other documents under the legislation of the Russian Federation, these terms and securities issue terms.

9.2.3. Outcoming documents:

– notice on suspension/resumption of transactions with securities of a reorganized issuer(s) sent to depositors for whom a nominee securities account or a foreign nominee securities account is opened;

– report to the depositor (Annexes 14, 15 to the Terms and Conditions);

– statements on securities account (Annexes 16, 17 to the Terms and Conditions) shall be provided based on the depositor's order for information transaction (Annex 18 to the Terms and Conditions);

9.2.4. Performance schedule:

1) arrival of the notice on suspension/resumption of transactions with issue-grade securities of a reorganized issuer(s); depositor's death certificate, other documents under the legislation of the Russian Federation, these terms and securities issue terms – day T;

2) sending to depositors for whom a nominee securities account or a foreign nominee securities account is opened in which the issue-grade securities of a reorganized issuer(s) are registered of a notice on suspension/resumption of transactions with such securities – day T;

3) registration of suspension/resumption of transactions with securities – not later than on day T+1;

4) issue of report to the depositor - day T+2.

9.2.5. In the event of provision to the depository of the depositor's death certificate, any transactions in its securities account shall be suspended until the time of transfer of ownership to the securities belonging to it to other persons under the will or the legislation of the Russian Federation.

From the moment of suspension of securities transactions of a reorganized issuer(s), the depository may not perform withdrawal and deposit transaction on securities for which the transactions are suspended except for their withdrawal or deposit on the grounds provided for under the legislation of the Russian Federation and due to the change in the balance of such securities in the nominee securities account opened for the depository.

Where the securities are not subject to conversion due to the reorganization of their issuer as well as in the event of change of the securities issuer in the course of its reorganization, the securities account transactions are not suspended.

9.3. Bank ICBC (JSC) performs transactions on the securities account of unidentified parties.

9.3.1. Transaction description: deposit and/or withdrawal of securities to(from) an unidentified party securities account.

9.3.2. Securities are subject to withdrawal from an unidentified party securities account in the event of:

1) return of securities in accordance with the Legislation of the Russian Federation based on reporting documents provided by the registrar or a correspondence depository having opened a nominee securities account for Bank ICBC (JSC), which documents contain information on the erroneous nature of the record on the deposit of such securities or the securities they were converted from to the said account;

2) after one month from the date of the deposit of such securities or the securities they were converted from to the said account;

3) where upon the registrar's request Bank ICBC (JSC) for which the registrar opened a nominee account provides to such registrar the order for withdrawal of securities from such account and deposit of them to the account of another party registered with the registrar claiming the erroneous nature of the order provided by the registrar based on which the securities were withdrawn from its account and deposited in the nominee account of Bank ICBC (JSC).

9.3.3. Performance schedule:

the deposit to the unidentified party account is performed not later than on the business day following the day of arrival to the depository of a document confirming securities depositing to the nominee account of Bank ICBC (JSC) in the register of securities owners/correspondent depository provided that there is no basis for depositing the securities to the securities account of Bank ICBC (JSC);

withdrawal of securities from an unidentified party account is performed not later than on the business day following the day of receipt by the depository of the document confirming the withdrawal of the securities from the account of Bank ICBC (JSC);

in the event of removal of an issuer that ceased its operations from the Uniform State Register of Legal Entities or liquidation of an issuer, the withdrawal of securities from securities accounts or from an unidentified party account shall be performed by the depository as of the date of record in the Uniform State Register of Legal Entities on the removal of the issuer from the Uniform State Register of Legal Entities;

if the securities balance in the nominee securities account of Bank ICBC (JSC), the withdrawal from an unidentified party account shall be performed not later than on the business day following the day when the basis emerged for depositing such securities to the securities account opened with the depository.

The report shall be issued to the depositor not later than the day following the day of the transaction execution.

## Chapter 10. Global transactions

10.1. The depository performs the conversion of the securities.

Transaction description: replacement (withdrawal-deposit) in securities accounts of securities of one issue to securities of another issue in accordance with the ratio determined by the issuer within the timeframe determined by resolution of the issuer's governing body.

Conversion may be:

mandatory, implying indisputable replacement of *all* outstanding securities of the issue to be replaced with the new one;

voluntary implying only replacement of the securities of the issue the owners of which gave their consent to that.

10.1.1. Incoming documents, provided for mandatory conversion:

- copies of the documents of the issuer to conduct the conversion operation with an indication of its term - subject to the provision of these documents by the registrar or depository correspondent;

- notice on the conversion transaction performed from the registrar/report on conversion transaction performed in the correspondent depository in which that securities issue is registered on the deposit of the necessary number of the securities of the converted issue to the account of Bank ICBC (JSC).

10.1.2. Outcoming documents, provided for mandatory conversion:

- information messages to depositors;
- copies of documents of the issuer which are the basis for transaction performance (if any);
- reports to depositors on the transaction performed (Annexes 14, 15 to the Terms and Conditions);

- statements on securities account (Annexes 16, 17 to the Terms and Conditions) shall be provided based on the depositor's order for information transaction (Annex 18 to the Terms and Conditions);

10.1.3. Performance schedule of the mandatory conversion:

- 1) receipt of the notice on the conversion transaction performed from the registrar (report on conversion transaction performed in the correspondent depository in which that securities issue is registered) on the deposit of the necessary number of the securities of the converted issue to the account of Bank ICBC (JSC) (day T);

- 2) acceptance of securities of the new issue for servicing – not later than day T;

- 3) performance of conversion transaction by withdrawal of old issue securities from securities accounts and deposit of an appropriate number of new issue securities – not later than on operating day T;

- 4) cancellation of the securities of the previous issue – not later than on day T+1;

- 5) transfer of reports - not later than day T +1.

If after the conversion the number of securities belonging to some of the depositors is a

fraction, the question of redemption of fractional shares shall be resolved under the regulations of the Russian Federations and the issuer's instructions.

10.1.4. Voluntary conversion of registered securities is performed in several stages due to the necessity to inform the securities owners of their rights to perform the conversion of their securities as well as to inform the issue of such necessity.

1) Incoming documents at the first stage:

- copies of the documents of the issuer to conduct the conversion operation with an indication of its term, subject to the provision of these documents by the registrar or depository correspondent;

- information message to depositors on availability for them and/or their customers of additional rights arising from ownership of securities of the issue for which the voluntary conversion is possible and on the actions necessary to exercise those rights (including the issuer's decision);

- questionnaire (signature list, other document) to determine the number of securities for conversion – determined by the issuer.

2) Performance schedule of the first stage:

- sending information and materials received from the issuer, registrar or correspondent depository to the depositors no later than on the day following the day of receipt of this information by Bank ICBC (JSC) (the transfer of documents in electronic form is allowed, if permitted by the legislation of the Russian Federation).

3) Incoming documents at the second stage:

report of depositors with questionnaires filled up by the owners with indication of the number (total or partial) of securities owned and kept and/or registered in the depository subject to conversion under the issue terms.

4) Outcoming documents at the second stage:

information report to the registrar/correspondent depository or the issuer of the converted issue on the number of securities of that issue subject to conversion and on the owners willing to perform the conversion (with particular numbers for each of them).

5) Performance schedule of the second stage:

- receipt of information from the issuer, the registrar or the correspondent depository – operating day T;

- receipt of completed forms from the depositor – within the timeframe determined by the depository – (T+M), where M is the period determined in the information message of the depository within which the information from the depositor should be obtained;

- recording of the fact of limitation of transactions with securities of the converted issue in the blocked for conversion subaccount — on the date of receipt of completed forms from the depositor referred to in Subclause 1 hereof;

- processing of the information received and delivery of the final report to the issuer/to the register of securities owners or the correspondent depository – not later than the time determined by the issuer.

6) Absence of the depositor's report with the questionnaire results within the timeframe determined by the issuer and conveyed by the depository in the information message shall be a ground for the depository to send the report without the depositor's information. In this event the depository may refrain from the conversion transaction in regard of this depositor's securities. All responsibility shall rest with the depositor.

7) Incoming documents at the third stage:



Notice from the registrar from the depository's nominee account on the transaction performed (report on transaction performed in the correspondent depository) with indication of the number of new issue securities in the accounts of Bank ICBC (JSC);

8) Outcoming documents at the third stage:

- report to the depositor (Annexes 14, 15 to the Terms and Conditions);
- statements on securities account (Annexes 16, 17 to the Terms and Conditions) shall be provided based on the depositor's order for information transaction (Annex 18 to the Terms and Conditions);

9) Performance schedule at the third stage:

- receipt of the notice on the conversion transaction performed from the registrar (report on conversion transaction performed in the correspondent depository in which that securities issue is registered) on the deposit of the necessary number of the securities of the converted issue to the account of Bank ICBC (JSC) (day T);
- acceptance of securities of the new issue for servicing – not later than on operating day T;
- performance of conversion transaction by withdrawal of old issue securities from securities accounts and deposit of an appropriate number of new issue securities – not later than on operating day T;
- cancellation of the securities of the previous issue – not later than on day T+1;
- transfer of reports - not later than day T +1.

10) The procedure for exchange, split and consolidation transactions is similar to the procedure for the conversion transaction.

10.2. The depository performs transactions of distribution of additional securities among the owners.

10.2.1. Transaction description: deposit of securities in accordance to the issuer's decision to the depositors' securities accounts with non-zero security balances on the date specified by the issuer proportionally to which balances additional securities shall be deposited.

Modification of balances in securities accounts shall be performed in strict compliance with the issuer's decision on distribution of additional securities and the statement of the registrar/correspondent depositor on the number of securities deposited actually to the nominee securities account of Bank ICBC (JSC). In the event of discrepancy between the estimated figures and the actual number of deposited securities, the depository shall not perform the transaction until the disputable situation is settled.

10.2.2. Incoming documents:

- a copy of the securities issuer's decision on distribution of additional securities among the owners;
- notice from the registrar/report of the correspondent depository which registers these securities and in which the securities account of Bank ICBC (JSC) is opened, on deposit of the required number of securities to the account of Bank ICBC (JSC).

10.2.3. Outcoming documents:

- information messages to depositors on the oncoming corporate action with copies of documents motivating the transaction (documents may be sent electronically) and, if necessary, a request for the receipt of additional securities (if the issuer grants the right of option);
- report to the depositors (Annexes 14, 15 to the Terms and Conditions);
- statements on securities account (Annexes 16, 17 to the Terms and Conditions) shall be provided based on the depositor's order for information transaction (Annex 18 to the Terms and Conditions);

#### 10.2.4. Performance schedule:

- 1) receipt of the notice on the transaction performed from the registrar (report on transaction performed in the correspondent depository) on the deposit of the additional number of the securities to the account of Bank ICBC (JSC) (day T);
- 2) acceptance of securities of the new issue for servicing in the depository – day T;
- 3) performance of transaction by deposit of an appropriate number of additional issue securities to the depositors' securities accounts – not later than on day T;
- 4) issue of reports to the depositors – not later than on day T+1.

10.3. The depository performs transactions of consolidation of additional issues of issue-grade securities.

10.3.1. Transaction description: performance of consolidation of additional issues of issue-grade securities in securities accounts.

#### 10.3.2. Incoming documents:

- a copy of the securities issuer's decision on consolidation of additional securities among the owners;
- notice from the registrar/report of the correspondent depository which registers these securities and in which the securities account of Bank ICBC (JSC) is opened, on the performance of consolidation transaction in the account of Bank ICBC (JSC).

#### 10.3.3. Outcoming documents:

- information messages to depositors;
- copies of documents of the registrar/correspondent depository which are the basis for transaction performance (if necessary);
- reports to depositors on the transaction performed (Annexes 14, 15 to the Terms and Conditions);
- statements on securities account (Annexes 16, 17 to the Terms and Conditions) shall be provided based on the depositor's order for information transaction (Annex 18 to the Terms and Conditions);

#### 10.3.4. Performance schedule:

- 1) receipt of the report from the registrar or of the correspondent depository on the performance of consolidation transaction – day T;
- 2) writing off and depositing of issues of securities subject to consolidation in accordance with the report of the registrar or correspondent depository - day T;
- 3) reconciliation of the balance of the issuer's securities specified in the notice and the balance of the issuer's securities registered in the owner securities accounts – not later than on day T+1;
- 4) transfer of reports to the depositors – not later than on day T+2.

The depository shall ensure the performance of the issue consolidation transaction so that the information on the securities and transactions with them before the issue consolidation remained in the depository records, in the depositors' securities accounts.

10.4. The depository performs transactions of cancellation of the individual number (code) of an additional securities issue.

10.4.1. Transaction description: performance of the procedure for cancellation of the individual number (code) of an additional securities issue and consolidation of the securities of the additional issue and the securities of the issue to which it is additional.

#### 10.4.2. Incoming documents:

notice from the registrar/report of the correspondent depository which registers these securities and in which the securities account of Bank ICBC (JSC) is opened, on the performance of the transaction of cancellation of the code of an additional securities issue in the account of Bank ICBC (JSC).

10.4.3. Outcoming documents:

- information messages to depositors;
- copies of documents of the registrar/correspondent depository which are the basis for transaction performance (if necessary);
- reports to depositors on the transaction performed (Annexes 14, 15 to the Terms and Conditions);
- statements on securities account (Annexes 16, 17 to the Terms and Conditions) shall be provided based on the depositor's order for information transaction (Annex 18 to the Terms and Conditions);

10.4.4. Performance schedule:

- 1) receipt of the notice from the registrar/report of the correspondent depository – day T;
- 2) performance of the transaction of cancellation of the individual code of an additional issue by making a record in the securities issue details of cancellation of the individual number (code) of an additional securities issue and assignment to the securities of the additional issue of an individual state registration number of the issue to which this issue is additional – day T;
- 3) issue of reports to the depositors – not later than on day T+1.

10.4.5. The depository shall ensure the performance of the code cancellation transaction so that the information on the securities of the additional issue and transactions with them before the code cancellation transaction remained in the depository records, in the depositors' securities accounts.

10.5. The depository performs transactions of cancellation (redemption) of a securities issue, acquisition by a joint-stock company of outstanding shares, repurchase of securities, preemptive right to purchase securities.

10.5.1. Transaction description: performance by the depository of actions on the exercise of rights of securities owners concerning acquisition by a joint-stock company of outstanding shares, repurchase of securities, preemptive right to purchase securities, as well as actions on withdrawal from the depositors' securities accounts of securities of a canceled (redeemed) securities issue, repurchased securities.

Cancellation (redemption) of securities is performed in the event of:

- liquidation of the issuer;
- issuer's decision on cancellation or redemption of securities;
- resolution of an authorized body to declare the securities issue void or invalid;

10.5.2. Incoming documents:

- a resolution of an authorized body to declare the securities issue void or invalid;
- a copy of the securities issuer's resolution on performance of actions necessary to cancel the issue with a reference to the time of cancellation of the issue, fully or partially;
- notice from the registrar/report of the correspondent depository on the performance of the securities cancellation transaction;
- confirmation of the executive body keeping the Uniform State Register of Legal Entities of information on liquidation of the issuer legal entity;
- information received from the registrar/correspondent depository concerning acquisition by a joint-stock company of outstanding shares, repurchase of securities, preemptive right to

purchase securities;

- applications (directions, instructions) of the depositors.

10.5.3. Outcoming documents:

- information messages to the depositors on cancellation of securities, acquisition by a joint-stock company of outstanding shares, repurchase of securities, preemptive right to purchase securities, copies of documents motivating transaction performance (documents may be transmitted electronically);

- reports to depositors on the transaction performed (Annexes 14, 15 to the Terms and Conditions);

- statements on securities account (Annexes 16, 17 to the Terms and Conditions) shall be provided based on the depositor's order for information transaction (Annex 18 to the Terms and Conditions);

10.5.4. Schedule execution of cancellation of securities:

1) receipt of the notice from the registrar/report of the correspondent depository on cancellation of securities and copies of documents motivating transaction performance (documents may be transmitted electronically) – day T;

2) withdrawal of securities declared void (invalid) or otherwise provided for under the legislation of the Russian Federation from the depositors' securities accounts with the depository – day T;

3) delivery of reports to the depositors – day T+1.

10.5.5. Performance schedule for acquisition by a joint-stock company of outstanding shares, repurchase of securities, preemptive right to purchase securities:

1) receipt of information (documents) from the registrar/correspondent depositor on repurchase of securities/acquisition by a joint-stock company of outstanding shares/possibility of exercise of the preemptive right for shareholders to purchase shares of a joint-stock company alienated under non-gratuitous agreements, placed in a public offer;

2) delivery of the received information to the depositors (documents may be transmitted electronically) – not later than the next business day after the day specified in Subclause 1 of this Clause;

3) receipt from the depositor of an application for sale of securities subject to repurchase, acquisition/direction (instruction, application) for purchase of outstanding securities of a person having a preemptive right to purchase shares of a joint-stock company alienated under non-gratuitous agreements;

4) transfer of the application (instruction, order) received from the depositor to the registrar or correspondent depository - no later than the next business day after the date referred to in Subclause 3 of this Clause;

5) receipt of the notice from the registrar/report of the correspondent depository on withdrawal of repurchased securities/on deposit of securities;

6) withdrawal of repurchased securities from securities accounts of depositors or crediting securities to the deposit accounts of depositors in the depository - day of receipt of the notice of the registrar or correspondent depository report on the cancellation of repurchased securities or crediting of securities (Subclause 5 of this Clause);

7) transfer of depositors reports - on the next business day after the day referred to in Subclause 6 of this Clause;

8) receipt of monetary funds to the account of Bank ICBC (JSC) in connection with the sale of securities by their owners;

9) transfer of funds received to the account of Bank ICBC (JSC) in connection with the sale of securities by their owners to the accounts of depositors - not later than the next business day after the day of receipt of funds in connection with the sale of securities by their owners at the expense of Bank ICBC (JSC) (Subclause 8 of this Clause).

Peculiarities of transactions of redemption (cancellation) of particular securities issues, acquisition by a joint-stock company of outstanding shares, repurchase of securities, preemptive right to purchase securities are determined under the legislation of the Russian Federation, securities issue and trading terms.

If the resolution on securities issue or any other document regulating their issue and trading provides for recording the fact of limitation of transactions with the securities before redemption/repurchase, the limitation of transactions with securities shall be arranged in the manner and within the timeframe under the instructions of the issuer, the registrar, the correspondent depository or under the legislation of the Russian Federation.

If upon the request of the issuer, the registrar of the correspondent depository a securities owners list should be provided, the execution of the list is performed under the procedure of drawing up a securities owners list including provision of necessary documents and observance of the transaction schedule.

If the legislation of the Russian Federation, securities issue and trading terms, other documents provide for an opportunity of request of early repurchase of securities, the depositors willing to request early repurchase of their securities or the depositors carrying out instructions of securities owners to request early repurchase of securities shall provide to the depository the documents provided for under the terms of securities early repurchase request, as well as under the Terms only during the period established for the securities early repurchase request.

The form of the request for securities repurchase by the issuer, the list of additional documents to be provided by the depositor to the depository, the repurchase terms including recording of limitations of the transactions with the securities requested for early repurchase shall be determined under the terms of securities early repurchase request and shall be brought to the information of the depositors in the depository's information messages.

10.6. The depository shall arrange redemption and exchange of investment units.

Investment units can be accepted for service to the depository, if the trust management rules of the corresponding mutual fund allow for registration of the rights for investment units on the securities account with the depository.

10.6.1. For redemption of investment units of investment funds the depository submits application for redemption of investment units to the respective management company of a mutual investment fund to the registrar or correspondent depository. After the registrar performs transaction of their redemption, their withdrawal from the securities account with the depository shall be made.

10.6.2. Incoming documents:

- depositor's order in accordance with the form in Annex 19 to the Terms and Conditions (the "additional information" field contains the "redemption of investment units");
- documents proving purchase of investment units (e.g., broker's report);
- signed original information form in accordance with the form of the correspondent depository (in case of redemption of investment units through the correspondent depository).

10.6.3. Outcoming documents:

- reports to depositors on the transaction performed (Annexes 14, 15 to the Terms and Conditions);

– statements on securities account (Annexes 16, 17 to the Terms and Conditions) shall be provided based on the depositor’s order for information transaction (Annex 18 to the Terms and Conditions);

10.6.4. Performance schedule:

1) receiving depositor’s orders on redemption of investment units; documents confirming the purchase of investment units; signed information form in accordance with the form of the correspondent depository (in case of transactions on redemption of investment units through the correspondent depository) - day T;

2) sending by the management company of a corresponding mutual investment fund application for redemption of investment units - day T+1;

3) if the units are in the nominee account in the correspondent depository, sending of the order and the information form to the correspondent depository - day T+1;

4) receipt of the notification of completion of the transaction on the account of Bank ICBC (JSC) as the nominal holder issued by the registrar on the results of completing the transaction for redemption of investment units - day T+2+M, where M is the time period during which, in accordance with the rules of trust management of the respective investment fund the necessary actions for redemption of investment units were carried out; ends on the day of the notice by the registrar on the results of completion of the transaction for redemption of investment units.

In case of redemption transaction performance for investment units through the correspondent depository - day T+2+M+N, where N is the time period during which, in accordance with the regulations (Terms and Conditions of Depository Activities) of the correspondent depository orders for application to the fund management company are executed;

5) carrying out a depository transaction to record limitations of transactions with units for delivery on the securities account - day T + 1;

6) performance of depository transaction to write-off investments units from the securities account of the depositor:

in case of investment unit redemption transaction through a registrar - day T+2+M;

in case of investment unit redemption transaction through a correspondent depository - day T+2+M+N;

7) issue of report to the depositor:

in case of investment unit redemption transaction through a registrar - operating day T+2+M+1;

in case of investment unit redemption transaction through a correspondent depository - operating day T+2+M+N+1.

10.6.5. Exchange of investment units of open (interval) mutual investment fund represents filing an application to the management company of the corresponding mutual investment fund to exchange the investment units of open (interval) investment fund to the investment units of another open (interval) investment fund held in trust by the same management company. Withdrawal and deposit of investment units is made on the results of the respective transactions by the registrar.

10.6.6. Incoming documents:

depository order of the depositor (Annexes 13, 19 to the Terms and Conditions). The “additional information” field indicates - “exchange of investment units”.

10.6.7. Outcoming documents:

– reports to depositors on the transaction performed (Annexes 14, 15 to the Terms and Conditions);

– statements on securities account (Annexes 16, 17 to the Terms and Conditions) shall be provided based on the depositor's order for information transaction (Annex 18 to the Terms and Conditions);

10.6.8. Performance schedule:

- 1) receipt of the depositor's order for redemption of investment units – day T;
- 2) sending by the management company of a corresponding mutual investment fund application for exchange of investment units - day T+1;
- 3) receipt of the notification of completion of the transaction on the account of Bank ICBC (JSC) as the nominal holder issued by the registrar on the results of completing the transaction for exchange of investment units - day T+2+M, where M is the time period during which, in accordance with the rules of trust management of the respective investment fund the necessary actions for exchange of investment units were carried out; ends on the day of the notice by the registrar on the results of completion of the transaction for redemption of investment units;
- 4) performance of depository transactions to write off and deposit investment units from the securities account or to the securities account - day T+2+M;
- 5) issue of report to the depositor - day T+2+M+1.

10.7. The depository shall arrange payment of income on depositor's securities.

Bank ICBC (JSC) shall receive the interest, coupon and dividend income due to the depositors on the securities of the depositor.

10.7.1. The yield on government securities shall be transferred to the depositor taking into account specific features established under the legislation of the Russian Federation.

10.7.2. The yield on non-government securities shall be transferred to depositors and customers of the depository which is a nominee holder (foreign nominee holder) only by wire transfer:

the yield payable to the depositor shall be transferred to banking details specified in the depositor's information form.;

the yield payable to the customers of the depositor which is the nominee holder (foreign nominee holder) shall be transferred to the bank account specified in the information form of the depositor which is the nominee holder (foreign nominee holder).

10.7.3. The yield on securities payable to depositors which are nominee holders – professional securities market participants shall be transferred not later than on the business day following the day of crediting the funds to the account of Bank ICBC (JSC), and the yield payable to other depositors, within five business days after the day of receipt of respective payments and within fifteen business days after the date at which the depository performing centralized safekeeping discloses the information on transfer to its depositors of payments due to them.

10.7.4. In the event of absence in the information form of the depositor of information on the banking details for the transfer of yields on securities, non-provision or untimely provision of orders for modification of depositor's information form details or of a new information form of the depositor, Bank ICBC (JSC) shall transfer the yield on securities within five business days from the date of modification by the depositor of the details of the depositor's information form.

10.7.5. If the depositor wishes to receive the yield to a bank account different from that specified in the depositor's information form, it shall send an appropriate written notice to the depository with the description of the securities, income type and period and details for transfer. Bank ICBC (JSC) shall transfer the yield to the details specified in the written notice if such

notice was received before the transfer to the details specified in the depositor's information form.

10.7.6. In each transfer of the yield on securities payable to the depositor, an announcement on payment and yield transfer is provided to the depositor in the form of Annex 24 to the Terms and Conditions.

10.7.7. If the depository is a tax agent when paying the yield on securities, the taxes shall be withdrawn in accordance with the applicable legislation of the Russian Federation.

## **Chapter 11. Information transactions**

11.1. The depository provides depositors with reports (statements), including under information requests.

11.1.1. Incoming documents in the case of issuing a report (statement) on the information request:

- depositor's information request – order to perform an information transaction (Annex 18 to the Terms and Conditions);
- information request of a pledge holder which is not a depositor of the depository – order to perform an information transaction (Annex 18 to the Terms and Conditions);
- other persons' requests.

11.1.2. Outcoming documents: report (statement) on information request.

11.1.3. Performance schedule:

- 1) receipt of the depositor's information request – day T;
- 2) issue of a report (statement) on the information request of the depositor - no later than day T+3;
- 3) release of report to a pledge holder (which is or is not a depositor of the depository) – not later than T+3;
- 4) release of report upon the request of any other party – within the period determined under the legislation of the Russian Federation but not later than day T+5.

11.1.4. Tentative list of possible information requests and the depository's reports to them is given in Table 1.



Table 1.

**List of possible information requests and the depository's reports**

<b>Information required by the depositor</b>	<b>Name of the depositor's information request</b>	<b>Depository reporting document</b>
securities account status	order to perform an information transaction (Annex 18 to the Terms and Conditions)	statement of securities account as of the date (Annex 16 to the Terms and Conditions)
securities account transactions	order to perform an information transaction (Annex 18 to the Terms and Conditions)	1) report on depository transactions performed (Annex 14 to the Terms and Conditions), report on depository transaction performed (Annex 15 to the Terms and Conditions); 2) statement of securities account transactions for the period (Annex 17 to the Terms and Conditions)
statement of securities account for the period	order to perform an information transaction (Annex 18 to the Terms and Conditions)	statement of securities account transactions for the period (Annex 17 to the Terms and Conditions);
information about securities pledged	request of a pledge holder (which may and may not be a depositor of the depository) in free form	depository's response in free form in accordance with the information requested
other requests	securities order in a free form	depository's response in free form in accordance with the information requested

Information on the depositor as well as on its transactions in the securities account or on securities in that account may be provided by the depository to other parties under the depositor's written direction based on the requests of such parties.

#### 11.2. Preparation of securities owners list.

11.2.1. Transaction description: preparation and provision to a correspondent depository/registrars of a list of depositors entitled under the legislation of the Russian Federation to exercise of rights attached to securities registered in their securities accounts.

To prepare the list of securities owners, Bank ICBC (JSC) as a nominee holder of securities shall, if necessary, provide to the correspondent depository/registrars information on parties in whose securities accounts with the depository the respective securities are registered.

#### 11.2.2. Incoming documents:

- a copy of resolution on corporate action of an appropriate governing body of the issuer certified by the authorized representative;

- a request for preparation of a securities owners list from the correspondent depository/registrars as of the date determined by the issuer with indication of the securities balance in the nominee securities account (personal account) of Bank ICBC (JSC) signed by the authorized representative of the registrar or correspondent depository or received in electronic form (in the form of electronic documents);

– other documents in accordance with the legislation of the Russian Federation, requirements of registrars/correspondent depositories.

#### 11.2.3. Outcoming documents:

– requests on the necessity of provision of the owners list to depositors which are nominee holders in whose securities accounts with the depository there are non-zero balances of securities for which the owners list is prepared (electronic transfer of documents is possible with later provision of the originals);

– information related to the securities owners list preparation received from the registrar/correspondent depository;

– statements on securities accounts of depositors which are nominee holders on the securities balances in the nominee securities accounts (foreign nominee holders) with the depository as of the date determined by the issuer;

– a report in the form of a consolidated list of securities owners with reference to the number of securities for which the list is drawn up as on the date specified by the issuer.

#### 11.2.4. Performance schedule:

1) receipt of the request from the correspondent depository/registrar on preparation of a list of securities owners as on the date specified by the issuer – day T;

2) preparation and dispatching to depositors of requests for information on the owners of securities on which information is collected and which are registered in the nominee securities accounts (foreign nominee securities accounts) opened with the depository (documents may be transferred electronically, by fax, with further provision of the originals within ten business days) – not later than on day T+1;

3) formation and transfer to the correspondent depository/registrar the consolidated list of securities owners with reference to the number of securities for which the list is drawn up as at the end of the day specified by the issuer, in the manner and within the timeframe established by the laws.

11.2.5. In cases provided for under the legislation of the Russian Federation, the information provided by the depository may also include information on the expression of will of the person exercising rights in the securities. Information (direction, instruction) on the expression of the will of the person exercising rights in the securities shall be delivered by the depositor to the depository on paper according to the form of Annex 28 to the Terms and Conditions). The depository shall transfer the received information (direction, instruction) on the expression of the will of the person exercising rights in the securities to the registrar/correspondent depository electronically (in the form of electronic documents) not later than on the business day following the day of entry of the said information to the depository.

The depository may refrain from giving the registrar/correspondent depository the information on persons exercising rights in securities if such persons failed to provide such information in the manner and within timeframe provided for under the Terms.

In the event that a nominee holder, a foreign nominee holder failed to provide the information to be included in the list delivered to the correspondent depository/registrar, the depository shall provide the information on such nominee holders, foreign nominee holders as well as on the securities registered in the unidentified party accounts additionally to the list.

The list of persons entitled to participate in the shareholders' general meeting based on the shares to which the rights are confirmed by securities of a foreign issuer, shall include the person for whom a depository program securities account is opened. Information on the holders of shares to which the rights are confirmed by securities of a foreign issuer shall be provided to the

depository under the procedure similar to that set forth in this clause of the Terms with indication of the number of shares belonging to each of the said holders under the legislation of the Russian Federation.

If the securities are pledged at the time of drawing up of the list of their owners, the recipient of income shall be determined based on the pledge order.

## **Chapter 12. Features of registration of securities intended for qualified investors**

12.1. Deposit of securities intended for qualified investors to nominee securities accounts of depositors shall be performed without limitations.

Deposit of securities intended for qualified investors to owner securities accounts shall be performed based on confirming documents specified in Clause 12.2, in the following cases:

1) the owner securities account is opened for a person which is a qualified investor by operation of law;

2) the securities were acquired through a broker;

3) the securities were acquired by a person which is not a qualified investor without a broker:

by the issuer of the said securities;

by a foreign legal entity;

as a result of universal succession;

as a result of securities conversion (exchange of other securities of the same issuer to the said securities at the issuer's discretion);

as a result of the issuer reorganization;

as a result of distribution of additional securities among the owners of such securities;

as a result of exercise of the preemptive right to purchase the securities of the same issuer (party liable under the security);

as a result of placement of additional shares of the issuer if such securities were purchased by the parent company owning over 50% of shares of that issuer;

as a result of distribution of property of a liquidated legal entity.

4) a depositor which is not a qualified investor on the date of delivery of the order for deposit of the said securities provided a document to the depository confirming that it was a qualified investor on the date of transaction with the said securities;

5) foreign securities not allowed for public offering and/or public trading in the Russian Federation were purchased by a person which is not a qualified investor without a broker:

by a foreign legal entity or an individual;

by a Russian citizen under the terms of an employment agreement or in relation to the performance of obligations provided for under an employment agreement or in relation to participation in the board of directors (supervisory board) of a legal entity;

as a result of universal succession;

as a result of exchange (conversion) of other securities of the same issuer (party liable under the security) to the said securities at the issuer's (party liable under the security) discretion;

as a result of distribution of additional securities among the owners of such securities;

as a result of distribution of property of a liquidated legal entity;

as a result of the issuer (party liable under the security) reorganization;

as a result of placement of additional shares of the issuer if such securities were purchased by the parent company owning over 50% of shares of that issuer;  
as a result of exercise of rights secured under Russian depository receipts;  
as a result of exercise of the preemptive right to purchase the securities of the same issuer (party liable under the security).

12.2. For deposit of securities intended for qualified investors, the depositor which is the owner of the securities shall provide the following confirming documents to the depository:

- 1) for qualified investors by operation of law – constituent documents and documents confirming the availability of a respective license (if any) or notarized copies of such documents;
- 2) for persons who acquired the securities through a broker or for whom the securities were acquired by a trustee in a trust – the broker’s or the trustee’s report, respectively;
- 3) for persons who acquired the securities without a broker/trustee – documents confirming the purchase of the deposited securities based on the grounds provided for in Clause 12.1 of the Terms and Conditions.

12.3. For deposit of foreign securities intended for qualified investors to the depositor’s account based on the terms of an employment agreement or in relation to performance of obligations provided for under an employment agreement or in relation to participation in the board of directors (supervisory board) of a legal entity, the depositor shall specify in the order for deposit of such securities the employment agreement under or in relation to the performance of obligations under which the securities are deposited or any other agreement based on which the securities are deposited in relation to the depositor’s functions as a member of the board of directors (supervisory board) of a legal entity.

12.4. A depositor which is a foreign individual or a foreign legal entity may provide and receive securities intended for qualified investors as a guaranty of performance without a broker.

12.5. The depositor may without a broker provide securities intended for qualified investors as a guaranty of obligation performance if the lender on such obligations is a broker recognizing such person a qualified investor in relation to the securities provided as a guaranty.

12.6. Bank ICBC (JSC) shall refuse to accept and/or execute an order for deposit of securities intended for qualified investors to the depositor’s securities account if such deposit fails to comply with the requirements of these Terms and the legislation of the Russian Federation. Bank ICBC (JSC) shall transfer (return) the said securities to the account from which they were withdrawn to the nominee account opened for Bank ICBC (JSC) and notify the depositor within no more than three days on the rejection of deposit of the securities to its securities account.

## **Chapter 13. Verification of the number of securities**

13.1. The verification of compliance of the amount of securities recorded in the depository with the amount of securities on securities accounts opened for Bank ICBC (JSC) with registrars, correspondent depositories, foreign organizations registering rights to securities shall be arranged by means of receiving statements from the above companies.

13.2. In accordance with Art. 8.5. of Federal Law dated April 22, 1996 No. 39-ФЗ On Securities Market, reconciliation of the number of securities recorded by the depository on securities accounts, on which the rights to securities are accounted for, and on unidentified persons account, and the number of the same securities recorded on personal accounts (securities account) of the nominee holder, open for Bank ICBC (JSC) with the registrar (correspondent

depository), on accounts opened for Bank ICBC (JSC) by foreign organizations registering rights to securities, as a person acting on behalf of other persons, is carried out every business day.

13.3. In case of discrepancy in the number of securities recorded by the depository on securities accounts, on which the rights to securities are accounted for, and on unidentified persons account, and the number of the same securities recorded on personal accounts (securities account) of the nominee holder, open for Bank ICBC (JSC) with the registrar (correspondent depository), on accounts opened for Bank ICBC (JSC) by foreign organizations registering rights to securities, as a person acting on behalf of other persons, the depository shall not later than the business day following the day when the said violation was found or should have been found, notify the Bank of Russia and to eliminate the said violation.

13.4. The reconciliation shall be carried out by the depository based on the information on the number of securities registered in securities accounts and the information from the following documents:

- 1) in the event of reconciliation between the depository and a registrar, in the most recent letter on transactions on personal account or statement;
- 2) in the event of reconciliation between the depository and a correspondent depository, in the most recent statement or report on transaction(s) performed in the depository's securities account;
- 3) in the event of reconciliation between the depository and a foreign entity accounting rights in securities, in the most recent document provided to the depository containing information on transactions and number of securities in the account of a party acting on behalf of other parties opened for the depository in this foreign entity.

## **Chapter 14. Contra entries in securities accounts (other accounts)**

14.1. The entries in securities accounts in which rights to securities are registered are final from the moment they are made i.e. they may not be modified or canceled by the depository except for the cases when such entry was made without the depositor's order or without any other document motivating a transaction performance or with a breach of the terms of such order or any other document (adjustable entry).

14.2. In the event of discovery of any error in an adjustable entry the depository may make a contra entry in the securities account(s) necessary to remove the error during the business day following the day of making such entry provided that no report on transaction performed or securities account statement reflecting the erroneous information were sent to the depositor.

14.3. Upon discovery of an error in an otherwise adjustable entry, the depository may make contra entries necessary to remove the error subject consent of the depositor or any other person on whose behalf or request the contra entries may be made under the legislation of the Russian Federation.

14.4. The depositor shall return the securities it (its depositors) acquired improperly as a result of an error in the securities account(s) opened for Bank ICBC (JSC) or the securities they were converted to as well as return the yield received and repair the damages under the civil legislation of the Russian Federation. Bank ICBC (JSC) shall account the securities unjustifiably deposited to its personal account (securities account) on the unidentified party account. Bank ICBC (JSC) shall return these securities or securities into which they are converted not later than one business day from the receipt of the relevant accounting documents.

14.5. If a discrepancy is identified in the depository's securities accounts as a result of

reconciliation by the depository under the legislation of the Russian Federation of the number of securities registered by the registrar in the accounts of Bank ICBC (JSC), by the correspondent depository in the depository's securities accounts, by a foreign company registering rights to securities, on the accounts open for Bank ICBC (JSC) as a person acting on behalf of other persons, the depository shall inform the Bank of Russia of such discrepancy and repair such violations not later than on the business day following the day when such discrepancy was identified or was expected to be identified:

1) if the number of securities registered by the depository is bigger than the number of the same securities registered in the accounts of Bank ICBC (JSC) in the register of securities owners/another depository, or foreign company registering rights to securities, the depository shall, under a duty assignment, withdraw from the securities accounts on which the rights to securities are registered, and the accounts of unidentified persons, the securities exceeding the number of securities in the accounts in the register of securities owners/another depository, or foreign company registering right to the securities. No other securities account transactions shall be performed in relation to such securities before such withdrawal;

2) The depository shall deposit similar securities to the securities accounts and the unidentified party account from which the securities were withdrawn under this clause to the number of securities withdrawn from respective accounts within five business days upon withdrawal or compensate the damages inflicted on the depositors in accordance with agreements and additional agreements concluded with the depositors taking into account the requirements of the legislation of the Russian Federation.

In case the above mentioned in this subclause discrepancy in the amount of securities was due to the actions of the registrar or other depository, the depository shall have the right of recourse to the relevant person in the amount of damages reimbursed by the depository, including the costs incurred by the depository for performance of obligations on depositing the securities. The depository shall be exempt from the duties of depositing the securities provided for in this subclause, if the withdrawal of the securities was due to the actions of another depository (foreign company registering rights to securities, as a person acting on behalf of others), the depositor (customer) of which it became in accordance with the written instructions of the depositor.

## **Chapter 15. Confidentiality**

15.1. The depository shall ensure confidentiality of information in the depositors' securities including information on transactions on the accounts and other information on the depositors that it may come to know in the course of depository activities.

15.2. Information on the customers' (depositors') securities accounts may be provided only to the customers themselves, their authorized representatives, a licensing body to the extent of its powers in audit of the depository's activities. Such information may be provided to other governmental bodies and their officers only in cases provided for under federal laws. depositories may upon the depositor's written order provide information on such depositor and its securities account transactions to any third parties.

15.3. The depository shall be liable for any damage inflicted on the depositor in the event of confidential information disclosure in accordance with the legislation of the Russian Federation.

15.4. The depositor agrees that any confidential information about it including the information in the depositor information forms registered in the depository may be disclosed to

the issuer, the registrar, another depository without the depositor's consent based on the data of the depository's record keeping system in cases provided for under the legislation of the Russian Federation. The depositor is liable for the fairness of information provided to the depository and for prompt renewal of the information.

15.5. Under Federal Law No 152-Φ3 dated July 27, 2006 On Personal Data, Bank ICBC (JSC) is a personal data processing operator. The depositor and its authorized representatives shall give their consent to processing of personal data including the data in the customer information form for legal entities/ individuals, application for service in the securities market, application for depository service.

The end period of personal data processing is five years after termination of contractual relationships with Bank ICBC (JSC). Withdrawal of consent for personal data processing is performed by sending a respective written application in free form to Bank ICBC (JSC). The consent shall be deemed canceled on the business day following the day of receipt by Bank ICBC (JSC) of the written notice of consent withdrawal. In the event of consent withdrawal, Bank ICBC (JSC) shall stop processing of the depositor's personal data from the business day following the day of receipt of the notice on consent withdrawal except for the cases determined under the legislation of the Russian Federation.

## **Chapter 16.     Depository Service Payment and Payment Procedure**

16.1. Services provided by the depository shall be paid by the depositor in the amount and within the timeframe determined under the Tariffs and these Terms and Conditions.

The fees charged for the depository's services are not subject to value added tax.

16.2. Additionally, the depositor shall compensate for the expenses incurred by Bank ICBC (JSC) in performance of the depositor's orders (payment for the services of registrars, transfer agents, correspondent depositories, etc.), if the tariffs of Bank ICBC (JSC) for depository activities (Annex 26 to the Terms and Conditions) stipulate otherwise. Any expenses in a foreign currency shall be translated in Russian rubles at the rate of the Bank of Russia on the day of payment by Bank ICBC (JSC) of such expenses.

16.3. Below are the methods of payment for the depository's services:

based on the depositor's pre-authorization (Annex 25 to the Terms and Conditions) subject to availability of funds in the depositor's accounts for settlement on securities transactions, other accounts opened for the depositor in Bank ICBC (JSC), the depositor shall grant the depository an unconditional right to charge the payment for the services from any account of the depositor, open with Bank ICBC (JSC), without an invoice in the amount and terms set out in these Terms and Conditions;

in the absence of sufficient funds on the above-mentioned accounts or in the absence of pre-acceptance of the depositor in the form of Annex 25 to the Terms and Conditions, the depository shall invoice the depositor for the services rendered. The invoice shall be issued by the depository not later than the 5th business day of the month following the reporting one.

16.4. The depository shall transfer the invoice to the depositor in any of the following ways:

- personally,
- by mail,
- by fax, followed by the provision of originals,
- by e-mail, followed by the provision of originals,
- other means specified in the information form of the depositor.

16.5. The depositor shall pay the invoice by transfer of funds to the details specified in the invoice within five business days from the date of sending the invoice. The date of crediting the depository's account shall be the date of payment.

In case of violation of terms of payment by the depositor of the invoices issued by the depository, the depositor shall pay a penalty of 0.5% of the invoice amount for each day of delay.

If an invoice for the services provided by the depository was sent to the depositor and there are funds in the accounts specified in cl. 16.3, the depository may write off the amount specified in the invoice in the manner provided for under Clause 16.3 of the Terms and Conditions.

16.6. The depository may withhold amounts of the depositor's debt to the depository from the amounts of yield payable to the depositor on the securities kept and/or registered in the depository or from other payments to the depositor performed by the depository. Thus, the yield (other payments) transferred to the depositor shall be reduced by the amount of the depositor's debt to the depository.

16.7. The depository may refrain from performance of the depositor's orders by sending a relevant notice to the depositor, in the event that the depositor fails to pay for the depository's services till the depositor fully performs its payment obligations, including the penalty as of the payment day.

## **Chapter 17. Procedure for Depositor Complaint and Inquiry Examination**

17.1. For the purposes of this section, complaint shall mean a written or oral application of the depositor containing a claim that the employees of Bank ICBC (JSC) violated its rights and lawful interests. A request shall mean any written application of the depositor to the depository, except for the complaint, aimed at the receipt of any information the depositor may need which should be provided under the legislation or internal regulations of the depository and which does not require the depository to perform an information operation, as well as to eliminate possible errors made by employees of the depository.

17.2. Customer complaints can be oral and (or) written. An oral complaint may be expressed by the customer (its representative) during direct servicing or during telephone conversations. A written complaint may come in the form of a written statement of an individual, a letter of an individual or legal entity on paper, in the form of electronic documents through the channels of the client-bank system (if any), a message via email. An oral complaint may be personally expressed by the customer (its representative) to any employee of Bank ICBC (JSC)

17.3. The depositors' requests shall be accepted by the employees of the depository in writing in the form of Annex 27 to the Terms and Conditions on a daily basis except for days off.

17.4. Written complaints are accepted in an arbitrary form.

17.5. Written complaints and requests that do not contain information about the full name of the legal entity (name, surname, patronymic (if any) of an individual) or the location (address) of the depositor, shall be recognized anonymous and not considered, except in cases when the applicant is (was) a customer of Bank ICBC (JSC) which was an individual who has been assigned an identification code, to which the applicant refers to in the complaint or request.

17.6. The complaint containing obscene or offensive language, threats to life, health and property of the officer of Bank ICBC (JSC), as well as members of his/her family, shall be left



without an answer on the merits of the raised questions therein. The person submitting such a complaint may be pointed to the inadmissibility of the abuse of the right to complaint.

17.7. With regard to the complaint, the text of which cannot be read, the depositor, if its name or surname and e-mail address are readable, within three working days of receipt of the complaint shall be sent a reasoned response on leaving the complaint without consideration.

17.8. The complaint shall not be considered, if the terms of storage of the documents relied upon by the depositor in the complaint, have expired.

17.9. Complaints and requests not subject to review except for those specified in Clause 17.4 of the Terms and Conditions shall be sent to whom it may concern within fifteen days from the date of receipt with a simultaneous notice to the depositor.

17.10. Complaints and requests shall be considered within no later than ten business days from the date of their receipt.

17.11. A repeated complaint or request may be dismissed without prejudice if the repeated application contains no new information and all reasons in it were considered carefully and objectively and the depositor was given an answer. In this case a notice shall be sent to the depositor of dismissing the complaint or request without prejudice with a reference to the previously given answer.

17.12. If the answer on the merits of the issues raised in the complaint cannot be given without the disclosure of information protected by the legislation of the Russian Federation, including the components of the commercial or other secret protected by law, the depositor (or its representative), which have sent the application, shall be notified of inability to give an answer on the merits of the issues raised in it because of the inadmissibility of disclosure of the above information.

17.13. In the course of consideration, the depository may request additional documents and information from the depositor.

17.14. The response to the complaint or request to the depositor should contain a motivated reaction to each argument used by the depositor, with a reference to respective requirements of the legislation of the Russian Federation, including regulations of the Bank of Russia, internal regulations of Bank ICBC (JSC), agreements related to this matter, as well as to the actual circumstances of the matter under consideration.

## **Chapter 18. Final Provisions**

18.1. These Terms and Conditions enter into force on April 05, 2017.

18.2. From the date of entry into force of these Terms and Conditions, the Terms and Conditions of Depository Activities of Bank ICBC (JSC), approved by minutes of the Board of Bank ICBC (JSC) dated November 22, 2016 No. 34, shall cease to be valid.

18.3. If the standards of these Terms come into collision with the norms of the legislation of the Russian Federation, the norms of the applicable legislation shall prevail.



Annex 2  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

**Application  
to Open a Securities Account(s) under a Previously Concluded Depository  
Agreement**

\_\_\_\_\_20\_\_

Hereby \_\_\_\_\_

*Name of the legal entity; name of the individual*

request opening a securities account(s)

*specify the securities account(s) type*

under the agreement concluded with Bank ICBC (JSC), namely

Owner securities account agreement No \_\_\_\_\_  
dated \_\_\_\_\_

Nominee securities account agreement No \_\_\_\_\_  
dated \_\_\_\_\_

Foreign nominee securities account agreement No \_\_\_\_\_ dated \_\_\_\_\_

depository program securities account agreement No \_\_\_\_\_  
dated \_\_\_\_\_

Agreement for treasury securities account of the issuer (for a person liable on securities) No  
\_\_\_\_\_ dated \_\_\_\_\_

We hereby guaranty that any securities we deposit in the depository of Bank ICBC (JSC) belong to us/trusted to us or will be acquired by us in full compliance with the applicable legislation of the Russian Federation.

\_\_\_\_\_/\_\_\_\_\_ / \_\_\_\_\_/

*position of the head of the legal entity*

*signature*

*name*

Chief Accountant \_\_\_\_\_

/ \_\_\_\_\_/

*signature*

*Name*

L.S.

<b>Bank ICBC (JSC)</b>	
<b>Order receipt date and time:</b> _____	<b>20</b> _____
<b>Signature</b> _____/_____	/
<b>Executed. Date and time:</b> _____	<b>20</b> _____
<b>Signature</b> _____/_____	<b>Log Number</b> _____

**The following securities account(s) is(are) opened:**

Owner securities account	
Nominee securities account	
Foreign nominee securities account	
depository program securities account	
Issuer treasury securities account	

Authorized representative of Bank ICBC (JSC)

\_\_\_\_\_/\_\_\_\_\_ / \_\_\_\_\_/

*Position*

*signature*

*Name*

L.S.

Annex 3  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

### Customer Information Form (Legal Entity)

Full and abbreviated (if any) company name including name in a foreign language			
Legal form			
Taxpayer identification number or foreign company code			
Registration number (OGRN (Primary National Registration Number) or number assigned to a foreign structure without establishing a legal entity)			
Jurisdiction			
Date of state registration			
Place of state registration			
Name of registration authority			
LEI (Legal Entity Identifier)			
Location address			
Mailing address			
Place of conducting main activities (for a foreign structure without establishing a legal entity)			
Federal state statistical monitoring form codes (OKPO, OKATO, OKVED, other)			
Contact telephone and fax numbers, SWIFT			
E-mail, telex			
<b>Banking accounts details:</b>			
Settlements in rubles: Beneficiary: Settlement account: Name of the bank, INN/KPP: Correspondent account: BIC:			
Use these details for yield transfer (check as appropriate with X or V)	Yes		No
Other ruble details for yield transfer			
Settlements in foreign currency (US dollars, euros, yuan (as applicable)): Beneficiary: Account of beneficiary: Name of the bank: Correspondent account of the bank:			
Other details in foreign currency for yield transfer			
Use these details for yield transfer (check as appropriate with X or V)	Yes		No
Registration as a professional securities market participant (check as appropriate with X or V)	Yes		No
Licenses of a professional securities market participant <sup>1</sup> :			

<sup>1</sup> To be filled in if a license of a professional securities market participant is available

Type of the license of a professional securities market participant: Number: date of issue: validity term: name of registration authority:			
Taxpayer status (resident or non-resident)			
Tax benefits (check as appropriate with X or V):		Yes	No
Copies of documents on tax benefits are enclosed on _____ pages <sup>2</sup>			
Method of payment for depository services (check as appropriate with X or V)			
Customer's pre-authorization for withdrawal from the account opened with Bank ICBC (JSC)			
Invoicing			
Correspondence delivery form (check as appropriate with X or V):			
mail	email	personally (via an authorized representative)	SWIFT
Communications exchange form (check as appropriate with X or V):			
mail	email	personally (via an authorized representative)	SWIFT
Purpose of form submission (check as appropriate with X or V):			
Primary filling up of the form		Modification of the form	
Type of securities account (check as appropriate with X or V):			
Owner securities account		Trading owner securities account	
Nominee securities account		Nominee trading securities account	
Foreign nominee securities account		Foreign nominee trading securities account	
depository program securities account			
Issuer treasury securities account			
Information on beneficiaries (mark with X or V as appropriate):			
The depositor acts for its own benefit		The depositor acts for the benefit of another person - the beneficiary (information on the beneficiary is required) _____ (Surname, name, patronymic, full company name)	
Beneficiary owner (mark with X or V as appropriate):			
Depositor		Other person (required to provide information about beneficial owners) _____ (Surname, name and patronymic)	
Additional information			

We shall immediately notify Bank ICBC (JSC) in writing of any changes in the constituent and other documents with simultaneous provision of respective documents and we shall bear full responsibility for any adverse consequences resulting from late receipt by Bank ICBC (JSC) of such notice and respective documents.

**Persons having the right of signature under constituent documents or power of attorney:**

No.	Name	Specimen signature	Position	Acting under Articles of Association, Power of Attorney No)

<sup>2</sup> To be filled in the event of tax benefits

Seal imprint:



Head \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
*title signature Name*

Representative acting under \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
*document name signature name*

Completed on \_\_\_\_\_, 20\_\_\_\_  
L.S.

---

<b>Bank ICBC (JSC)</b>	
Accepted on (date and time):	_____ 20____
Signature	_____ / _____ / _____
Log Number	_____

Annex 4  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

### Customer's Consent to Processing of Personal Data

I, \_\_\_\_\_  
registered \_\_\_\_\_ at: \_\_\_\_\_  
\_\_\_\_\_,  
passport series \_\_\_\_\_ No. \_\_\_\_\_  
issued \_\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, hereby give my consent to Bank ICBC (JSC) (address: Serebryanicheskaya embankment, 29, Moscow, 109028, Russia), and I do not object to the processing by Bank ICBC (JSC) (through collection, systematization, clarification, transfer to third parties, depersonalizing, blocking, destroying, but not limited to the same) of my personal data in accordance with the requirements of Federal Law No. 152-Φ3 dated July 27, 2006 On Personal Data. I agree to cross-border transfer of my personal data.

Processing shall be carried out both with and without the use of automation tools. Consent is given in respect of my personal data, including any information relating to me, including my last name, first name, patronymic, year, month, date and place of birth, address, marital status, profession and any other information contained in the documents provided by me, or received as a result of its verification, as well as with regard to copies of all pages of the identity document.

The personal data specified by me are provided for the purpose of servicing by Bank ICBC (JSC) in order to inform the customer about other products and services of Bank ICBC (JSC), and also for the purposes of fulfilling the obligations imposed on Bank ICBC (JSC) by the law.

The agreement is valid for the entire service term in Bank ICBC (JSC), and also for 75 years from the date of submission of documents by the customer to Bank ICBC (JSC). The consent can be withdrawn after the termination of all the obligations of Bank ICBC (JSC) by written notification to Bank ICBC (JSC) at a legal address 30 days prior to the withdrawal date.

\_\_\_\_\_ 20 \_\_\_\_\_  
(signature) (Surname, name and patronymic)

<b>Bank ICBC (JSC)</b>	
Accepted on (date and time):	_____ 20 _____
Signature	_____/_____/_____

Annex 5  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

### Customer Information Form (Individuals)

s

Last name, name and (unless otherwise follows from the law or national practice) patronymic	
Date of birth	
Place of birth	
Nationality	
Residence (registration) address	
Address of stay	
Mailing address	
Contact telephone and fax numbers	
E-mail	
Taxpayer status	
Taxpayer identification number	
Details of the identity document:	
name	
series	
number	
date of issue	
issuing authority	
unit code (if any)	
Details of the migration card (for non-resident individuals):	
number	
start date of the period of stay	
end date of the period of stay	
The details of the document confirming the right of a foreign citizen or a person without citizenship to stay (residence) in the Russian Federation (for non-resident individuals):	
series (if any)	
number	
start date of the duration of the right of stay (residence)	
end date of the duration of the right of stay (residence)	
Information on registration as an individual entrepreneur <sup>3</sup> :	
state registration number	
date of registration	
name of registration authority	
place of registration	
Information on the license for the activity subject to licensing:	
type	
number	
license issue date	
issued by	
term	
list of activities subject to licensing	
Banking accounts details:	

<sup>3</sup>To be filled in by individuals registered as individual entrepreneurs



Settlements in rubles: Beneficiary: Settlement account: Name of the bank, INN/KPP: Correspondent account: BIC:			
Use these details for yield transfer (check as appropriate with X or V)		Yes	No
Other ruble details for yield transfer			
Settlements in foreign currency (US dollars, euros, yuan (as applicable)): Beneficiary: Account of beneficiary: Name of the bank: Correspondent account of the bank:			
Use these details for yield transfer (check as appropriate with X or V)		Yes	No
Other details in foreign currency for yield transfer			
Method of payment for depository services (check as appropriate with X or V)			
Customer's pre-authorization for withdrawal from the accounts opened with Bank ICBC (JSC)			
Invoicing			
Correspondence delivery form (check as appropriate with X or V):			
mail	email	personally (via an authorized representative)	SWIFT
Communications exchange form (check as appropriate with X or V):			
mail	email	personally (via an authorized representative)	SWIFT
Purpose of form submission (check as appropriate with X or V):			
Primary filling up of the form		Modification of the form	
Form submitted by (check as appropriate with X or V):			
Depositor		Agent	
Type of securities account (check as appropriate with X or V):			
Owner securities account		Trading owner securities account	
Information on beneficiaries (mark with X or V as appropriate):			
The depositor acts for its own benefit		The depositor acts for the benefit of another person - the beneficiary (information on the beneficiary is required)  (Surname, name, patronymic, full company name)	
Beneficiary owner (mark with X or V as appropriate):			
Depositor		Other person (required to provide information about beneficial owners)  (Surname, name and patronymic)	
Additional information			

**Sample signature of authorized representatives acting under the power of attorney:**

No.	Name	Specimen signature	Power of Attorney
			No. ___ dated _____, 20__
		<b>Specimen personal signature:</b>	_____ full name

Completed on \_\_\_\_\_, 20\_\_

<b>Bank ICBC (JSC)</b>
Accepted on (date and time): _____ 20__
Signature _____/_____/_____
Log Number _____

Annex 6  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

**Certificate  
of Opened (Closed) Securities Account**

This is to certify that for

\_\_\_\_\_

*name of the legal entity or name of the individual*

a securities account is opened (closed) with the depository of Bank ICBC (JSC).

Date of securities account opening (closing) \_\_\_\_\_, 20\_\_

Account number: \_\_\_\_\_

Head of the depository \_\_\_\_\_ / \_\_\_\_\_ /  
*signature* *name*

L.S.

Certificate issue date \_\_\_\_\_, 20\_\_

Annex 7  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

*Headed paper of the organization*

**Application**  
**to Close a Securities Account (for Legal Entities)**  
\_\_\_\_\_20\_\_\_\_

\_\_\_\_\_  
*full name of legal entity*  
Location address: \_\_\_\_\_,

hereby request(s) that you close our securities account  
No. \_\_\_\_\_.

On behalf of the Customer:

\_\_\_\_\_  
*position of the head of the legal entity*

\_\_\_\_\_/\_\_\_\_\_  
*signature name*

Chief Accountant

\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
*signature name*

L.S.

<b>Bank ICBC (JSC)</b>	
<b>Order receipt date and time:</b> _____	<b>20</b> _____
<b>Signature</b> _____/_____	
<b>Executed. Date and time:</b> _____	<b>20</b> _____
<b>Signature</b> _____/_____	<b>Log Number</b> _____

Annex 8  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

**Application  
to Close a Securities Account (for Individuals)**

\_\_\_\_\_ 20\_\_\_\_

I, \_\_\_\_\_  
(Surname, name and patronymic)

Identity document: \_\_\_\_\_  
type, series, number, date and place

\_\_\_\_\_ a  
address of the place of residence (registration)  
\_\_\_\_\_

hereby request to close my securities account(s)  
No. \_\_\_\_\_.

On behalf of the Customer:

\_\_\_\_\_ / \_\_\_\_\_ /  
signature Name

<b>Bank ICBC (JSC)</b>	
<b>Order receipt date and time:</b>	_____ 20____
<b>Signature</b>	_____ / _____ /
<b>Executed. Date and time:</b>	_____ 20____
<b>Signature</b>	_____ / _____ / <b>Log Number</b> _____

Annex 9  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

**Depository Order**  
**to Appoint a Securities Account (Subaccount) Operator No. \_\_\_\_\_**

\_\_\_\_\_ 20\_\_\_\_  
securities account No.

--	--	--	--	--	--	--	--

securities subaccount No.

--	--	--	--	--	--	--	--	--	--

Originator: \_\_\_\_\_

Order type: administrative

Depositor name: \_\_\_\_\_

Operator name: \_\_\_\_\_

List of powers (tick as appropriate):

- sign and send to the depository orders for depository transactions;
- receive statements on the depositor's securities account, reports on transactions performed related to maintaining the securities accounts of the depositor;
- exercise all rights in securities accounted in the depositor's securities account;
- open subaccounts within the depositor's securities account;
- receive yield on securities accounted in the securities account of the depositor;
- receive invoices for the depository's services;
- pay the invoices for the depository services in the securities account of the depositor;
- settle accounts with depositories on behalf of the depositor and receive to its settlement accounts yield on securities belonging to the depositor for the purpose of their transfer to the depositor;
- appoint operators and agents for securities account and subaccount opened in depositories in the name of the depositor;
- \_\_\_\_\_

Term of office: \_\_\_\_\_

Basis for transaction: \_\_\_\_\_

Further details: \_\_\_\_\_

On behalf of the Customer:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*position signature Name*

L.S.

<b>Bank ICBC (JSC)</b>	
<b>Order receipt date and time:</b>	_____ 20____
<b>Signature</b>	_____/_____/_____
<b>Executed. Date and time:</b>	_____ 20____
<b>Signature</b>	_____/_____/_____ <b>Log Number</b> _____

Annex 10  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

**Power of Attorney  
to Appoint a Securities Account (Subaccount) Operator or Agent <sup>4</sup>**

No. \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_ place

\_\_\_\_\_ *Full name of the legal entity; name of the individual*

\_\_\_\_\_ (he  
hereinafter - the depositor) represented by

\_\_\_\_\_ acting under \_\_\_\_\_, hereby appoints

\_\_\_\_\_ *Full name of the legal entity; name of the individual*

(hereinafter - the operator, agent), INN (Taxpayer's Identification Code) of the legal entity

\_\_\_\_\_,  
*underline as appropriate*

OGRN (Primary National Registration Number) of the legal entity: \_\_\_\_\_,

passport data of individual: \_\_\_\_\_

\_\_\_\_\_ location (place of registration): \_\_\_\_\_

\_\_\_\_\_ operator/agent of subaccount No. \_\_\_\_\_

\_\_\_\_\_ *underline as appropriate*

securities account number: \_\_\_\_\_ with the following powers:

\_\_\_\_\_ Signature \_\_\_\_\_ confirmed.

\_\_\_\_\_ *Surname, name, patronymic, personal signature of the agent*

This Power of Attorney shall be valid until \_\_\_\_\_.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_ *position of the head of the legal entity* \_\_\_\_\_ *signature* \_\_\_\_\_ *surname, name and patronymic*

Chief Accountant \_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_ *signature* \_\_\_\_\_ *Surname, name and patronymic*

L.S.

**Bank ICBC (JSC)**

**Accepted on (date and time):** \_\_\_\_\_ 20\_\_\_\_

**Signature** \_\_\_\_\_/\_\_\_\_\_

**Log Number** \_\_\_\_\_

<sup>4</sup> Legal entities shall execute the power of attorney on the letter-headed paper of the entity certified by seal (if its use is specified in the Articles of Association), signatures of the head and the chief accountant of the entity

Annex 11  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

**Depository Order  
to Appoint a Securities Account (Subaccount) Agent No.**

\_\_\_\_\_ 20\_\_  
securities account No.

--	--	--	--	--	--	--	--

securities subaccount No.

--	--	--	--	--	--	--	--	--	--

Originator: \_\_\_\_\_  
 Order type: administrative  
 Depositor name \_\_\_\_\_  
 Operator name \_\_\_\_\_  
 Agent's name: \_\_\_\_\_  
 Identity document: \_\_\_\_\_  
 Phone, fax: \_\_\_\_\_  
 Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Basis for transaction: \_\_\_\_\_  
 \_\_\_\_\_

Please find below the specimen signature of the securities account agent which shall be deemed mandatory in securities account transactions:

Status: depositor's or account operator's employee, position	(Full name)	Specimen signature

On behalf of the Customer:

\_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_ /

*position*

*signature*

*Name*

L.S.

<b>Bank ICBC (JSC)</b>	
<b>Order receipt date and time:</b> _____	<b>20</b> _____
<b>Signature</b> _____ / _____ /	
<b>Executed. Date and time:</b> _____	<b>20</b> _____
<b>Signature</b> _____ / _____ /	<b>Log Number</b> _____

Annex 12  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

**Depository Order  
to Register Changes in the Customer Information Form (Legal  
Entity/Individual) No. \_\_\_\_\_**

\_\_\_\_\_ 20\_\_

securities account No.

--	--	--	--	--	--

Originator: \_\_\_\_\_

Order type: administrative

Depositor name \_\_\_\_\_

Operator name \_\_\_\_\_

I hereby request registration of the following changes in the customer information form for a legal entity/individual: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please find enclosed the following supporting documents:

1. Legal entity/individual information form, as amended
2. \_\_\_\_\_

On behalf of the Customer:

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
*position signature Name*

L.S.

<b>Bank ICBC (JSC)</b>	
Order receipt date and time:	_____ 20__ _____
Signature	_____ / _____ /
Executed. Date and time:	_____ 20__ _____
Signature	_____ / _____ / Log Number _____



Annex 13  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

**Depository Order  
for deposit of securities No. \_\_\_\_\_  
\_\_\_\_\_ 20\_\_**

Order type: inventory

Originator: \_\_\_\_\_

Originator's security account type \_\_\_\_\_

From:

\_\_\_\_\_ *Full name of the legal entity; name of the individual*

Originator's security account

Securities storage place:

Depositor's security account type \_\_\_\_\_

Depositor:

\_\_\_\_\_ *Full name of the legal entity; name of the individual*

Document:

Series \_\_\_\_\_ No \_\_\_\_\_ dated \_\_\_\_\_ 00.00.0000  
\_\_\_\_\_ . \_\_\_\_\_ ed \_\_\_\_\_

*OGRN, passport, other document*

*issued by*

depositor's security  
account:

subaccount: \_\_\_\_\_

Securities storage place:

Security name:

Security type:

Security state registration number (ISIN):

Number of securities in the transaction:

XXXX (in words) pcs.

The above security:

encumbered/non-encumbered

Basis for transaction:

Additional information:

On behalf of the Customer:

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
*position signature name*

L.S.

<b>Bank ICBC (JSC)</b>	
<b>Order receipt date and time:</b> _____	20__
<b>Signature</b> _____ / _____	/
<b>Executed. Date and time:</b> _____	20__
<b>Signature</b> _____ / _____	/ <b>Log Number</b> _____

Annex 14  
to the Terms and Conditions of Depository  
Activities of Bank ICBC (JSC)

Depository of Bank ICBC (JSC)

License of the Bank of Russia No 045-13992-000100 dated

August 18, 2016

29, Serebryanicheskaya emb.,  
Moscow, 109028, Russia

Phone (495) 287-30-99

Fax (495) 287-30-98

**Report on depository transactions performed No \_\_\_\_\_**  
for the period from \_\_\_\_\_ to \_\_\_\_\_

From: Bank ICBC (JSC)

To: \_\_\_\_\_

Depositor: \_\_\_\_\_ Securities account: No. \_\_\_\_\_ Securities account type:

No \_\_\_\_\_

Drafted by: \_\_\_\_\_

Transacti on date	Transacti on type	Order No.	Order receipt date	Security name	Security state registration number (ISIN)	Numbe r, pcs	Basis	Origi nator	Securitie s subaccou nt	Correspondent securities account number	Correspon dent securities subaccount	Name of of the depositor of the correspondent securities account
1	2	3	4	5	6	7	8	9	10	11	12	13
Opening balance												
Closing balance												

Head of the depository \_\_\_\_\_ / \_\_\_\_\_ /

signature

name

L.S.

Date of report: \_\_\_\_\_ 20\_\_

Upon information request <sup>5</sup> No. \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_

Request originator: \_\_\_\_\_

Request receipt date: \_\_\_\_\_ 20\_\_

<sup>5</sup> To be filled in if the report is provided on the basis of depository orders for information transaction

Annex 15  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

Depository of Bank ICBC (JSC)

License of the Bank of Russia No 045-13992-000100 dated  
2016

August 18,

29, Serebryanicheskaya emb.,  
Moscow, 109028, Russia

Phone (495) 287-30-99  
Fax (495) 287-30-98

**Report on depository transaction performed No \_\_\_\_\_**  
dated \_\_\_\_\_ 20\_\_

From: Bank ICBC (JSC)

Beneficiary: \_\_\_\_\_

Depositor: \_\_\_\_\_

Securities account: No. \_\_\_\_\_ Securities account type:

No. \_\_\_\_\_

Drafted by: \_\_\_\_\_

Transaction type:

Actual completion date: \_\_\_\_\_, 20\_\_

Information on correspondent securities reports:

Debit:

Securities account holder:

Securities account:

Securities account type:

Securities subaccount:

Securities subaccount name:

Credit:

Securities account holder:

Securities account:

Securities account type:

Securities subaccount:

Securities subaccount name:

Information on the securities issue:

Security name:

Issuer:

Security type:

Security state registration number (ISIN):

Number of securities (pcs):

Transaction basis:

Head of the depository \_\_\_\_\_ / \_\_\_\_\_ /  
*signature name*

L.S.

Date of report: \_\_\_\_\_ 20\_\_

Upon information request <sup>6</sup> No \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_

Request originator: \_\_\_\_\_

Request receipt date: \_\_\_\_\_ 20\_\_

\_\_\_\_\_

<sup>6</sup> To be filled in if the report is provided on the basis of depository orders for information transaction

Annex 16  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

Depository of Bank ICBC (JSC)

License of the Bank of Russia No 045-13992-000100 dated  
2016

August 18,

29, Serebryanicheskaya emb.,  
Moscow, 109028, Russia

Phone (495) 287-30-99  
Fax (495) 287-30-98

**Securities account statement**  
as of \_\_\_\_\_ 201\_\_

From: Bank ICBC (JSC)

Report recipient: \_\_\_\_\_

Basis for report issue<sup>7</sup>: \_\_\_\_\_

Securities account: \_\_\_\_\_

Depositor: \_\_\_\_\_

Securities account type: \_\_\_\_\_

Security name	Security state registration number (ISIN)	Type, category	Securities subaccount	Par value	Number, pcs	Vault
1	2	3	4	5	6	7

Head of the depository \_\_\_\_\_ / \_\_\_\_\_ /  
*signature* *name*

L.S.

Drafted by \_\_\_\_\_ / \_\_\_\_\_ /  
*signature* *name*

Execution date: \_\_\_\_\_, 20\_\_

<sup>7</sup> The number of the depository order for the information transaction, the date, the originator of the order, order receipt date shall be specified

Annex 17  
to the Terms and Conditions of Depository  
Activities  
of Bank ICBC (JSC)

Depository of Bank ICBC (JSC)

License of the Bank of Russia No 045-13992-000100 dated

August 18, 2016

29, Serebryanicheskaya emb., Moscow, 109028, Russia

Phone (495) 287-30-99

Fax (495) 287-30-98

**Statement of securities account transactions**  
for the period from \_\_\_\_\_ to \_\_\_\_\_

From: Bank ICBC (JSC)

Report recipient: \_\_\_\_\_

Basis for report issue<sup>8</sup>: \_\_\_\_\_

Securities account: \_\_\_\_\_

Account name: \_\_\_\_\_

Depositor: \_\_\_\_\_

Type of account: \_\_\_\_\_

Subaccount: \_\_\_\_\_

Order number and date in the log	Transaction type	Transaction date	Security name	Security state registration number (ISIN)	Correspondent securities account, securities subaccount	Correspondent name	Opening balance, pcs	Number, pcs	Closing balance, pcs
1	2	3	4	5	6	7	8	9	10

Head of the depository \_\_\_\_\_ / \_\_\_\_\_ /  
*signature* *name*

L.S.

Drafted by \_\_\_\_\_ / \_\_\_\_\_ /  
*signature* *name*

Execution date: \_\_\_\_\_, 20\_\_

<sup>8</sup> The number of the depository order for the information transaction, the date, the originator of the order, order receipt date shall be specified

**Depository Order**  
**to perform an information transaction No. \_\_\_\_\_**  
\_\_\_\_\_ 20\_\_\_\_  
**securities account No.**  
[ ][ ][ ][ ][ ][ ][ ][ ]

Originator: \_\_\_\_\_  
Order type: information  
Depositor name: \_\_\_\_\_  
Operator name: \_\_\_\_\_

Please provide (check as appropriate with X or V):

- Statement of securities account as of \_\_\_\_\_  
\_\_\_\_\_ *date*
- Statement of securities account transactions for the \_\_\_\_\_  
period from \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ *time period*
- Report on depository transactions performed from \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ *time period*
- Report on depository transaction performed \_\_\_\_\_  
\_\_\_\_\_ *date*
- Other \_\_\_\_\_  
\_\_\_\_\_

On behalf of the Customer:

<i>position</i>	<i>signature</i>	<i>Name</i>
L.S.		

**Bank ICBC (JSC)**

Order receipt date and time: \_\_\_\_\_ 20\_\_\_\_

Signature \_\_\_\_\_ / \_\_\_\_\_ /

Executed. Date and time: \_\_\_\_\_ 20\_\_\_\_

Signature \_\_\_\_\_ / \_\_\_\_\_ / Log Number \_\_\_\_\_

Annex 19  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

**Depository Order  
to Withdrawal Securities No. \_\_\_\_\_**  
\_\_\_\_\_20\_\_\_\_

Order type: inventory

Originator: \_\_\_\_\_

Depositor's security account type \_\_\_\_\_

Depositor: \_\_\_\_\_  
*Full name of the legal entity; name of the individual*

Document: \_\_\_\_\_ Series \_\_\_\_\_ No \_\_\_\_\_ dated \_\_\_\_\_ 00.00.0000  
*OGRN, passport, other document*

\_\_\_\_\_ *issued by* \_\_\_\_\_  
depositor's security account: \_\_\_\_\_ subaccount: \_\_\_\_\_

Securities storage place: \_\_\_\_\_

Beneficiary's security account type \_\_\_\_\_

Beneficiary: \_\_\_\_\_  
*Full name of the legal entity; name of the individual*

Beneficiary's security account (subaccount): \_\_\_\_\_

Securities storage place: \_\_\_\_\_

Security name: \_\_\_\_\_

Security type: \_\_\_\_\_

Security state registration number (ISIN): \_\_\_\_\_

Number of securities in the transaction: \_\_\_\_\_ XXXX (in words) pcs.

The above securities: \_\_\_\_\_ encumbered/non-encumbered

Basis for transaction: \_\_\_\_\_

Additional information: \_\_\_\_\_

On behalf of the Customer:

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
*position signature name*

L.S.

Bank ICBC (JSC)

Order receipt date and time: \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_ / \_\_\_\_\_ /

Executed. Date and time: \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_ / \_\_\_\_\_ / Log Number \_\_\_\_\_

Annex 20  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

**Depository Order  
to Transfer Securities No. \_\_\_\_\_**

\_\_\_\_\_ 20\_\_\_\_  
**securities account No.**   
**securities subaccount No.**   
**correspondent securities account No.**   
**securities subaccount No.**

Name of the depositor performing the transfer: \_\_\_\_\_

Depositor's securities account and subaccount the transfer is performed from: \_\_\_\_\_

Originator: \_\_\_\_\_

Order type: inventory

Transaction: \_\_\_\_\_

Name of the depositor the transfer is performed to: \_\_\_\_\_

Depositor's securities account and subaccount the transfer is performed to:  
 \_\_\_\_\_

Security name: \_\_\_\_\_

Security type \_\_\_\_\_

Security state registration number (ISIN): \_\_\_\_\_

Number of securities in the transaction: XXXXXXXX (in words) pcs.

Basis for transaction: \_\_\_\_\_

Additional information: \_\_\_\_\_

Non-judicial pledge write-off possible (check) Yes No

On behalf of the Customer:

\_\_\_\_\_  
*position signature name*  
 L.S.

<b>Pledge holder<sup>9</sup></b> _____		
<b>Signature of the authorized representative</b>		
_____ / _____ / _____		
<i>position of the head of the legal entity</i>	<i>signature</i>	<i>name</i>
L.S.		
<b>Bank ICBC (JSC)</b>		
<b>Order receipt date and time:</b> _____ 20____		
<b>Signature</b> _____ / _____ / _____		
<b>Executed. Date and time:</b> _____ 20____		
<b>Signature</b> _____ / _____ / <b>Log Number</b> _____		

<sup>9</sup> To be filled in and signed by the pledge holder in release of securities



Annex 21  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

**Depository Order**  
**to Change Securities Storage Place No.** \_\_\_\_\_  
\_\_\_\_\_ 20\_\_

**securities account No.**

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**securities subaccount No.**

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Depositor name: \_\_\_\_\_

Originator: \_\_\_\_\_

Depositor's security account: \_\_\_\_\_

Order type: inventory

Transaction: for change of securities storage place

Name of the storage place the securities are relocated from: \_\_\_\_\_

Name of the storage place the securities are relocated to: \_\_\_\_\_

Security name: \_\_\_\_\_

Security type: \_\_\_\_\_

Security state registration number (ISIN): \_\_\_\_\_

Number of securities in the transaction: XXXXXXXX (in words) pcs.

Basis for transaction: \_\_\_\_\_

Additional information: \_\_\_\_\_

On behalf of the Customer:

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

*position*

*signature*

*name*

L.S.

<b>Bank ICBC (JSC)</b>	
<b>Order receipt date and time:</b> _____ 20__	_____
<b>Signature</b> _____ / _____	_____
<b>Executed. Date and time:</b> _____ 20__	_____
<b>Signature</b> _____ / _____	<b>Log Number</b> _____

Annex 22  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

**Depository Order**  
**to Accept Definitive Securities for Safekeeping and Accounting No. \_\_\_\_\_**  
**\_\_\_\_\_ 20\_\_\_\_**

Order type: inventory  
Storage method: closed

\_\_\_\_\_  
*Name of the legal entity; name of the individual*

Securities \_\_\_\_\_ account  
No. \_\_\_\_\_

Securities subaccount No \_\_\_\_\_

Security name, issuer	Series	Number	Date of issue	Par value

Total securities: \_\_\_\_\_

Total nominal value: \_\_\_\_\_

Depositor:

\_\_\_\_\_  
*position of the head of the legal entity*                      *signature*                      *Name* / \_\_\_\_\_ /

Chief Accountant                      \_\_\_\_\_ / \_\_\_\_\_ /  
*signature*                      *Name*

L.S.

<b>Bank ICBC (JSC)</b>	
Order receipt date and time: _____ 20____	_____
Signature _____ / _____ /	_____
Executed. Date and time: _____ 20____	_____
Signature _____ / _____ /	Log Number _____

Annex 23  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

**Depository Order  
to Withdraw Definitive Securities from Safekeeping and Accounting No.**

\_\_\_\_\_ 20\_\_\_\_

Order type: inventory  
Storage method: closed

\_\_\_\_\_ *Name of the legal entity; name of the individual* \_\_\_\_\_

Securities \_\_\_\_\_ account  
No. \_\_\_\_\_

Securities subaccount No \_\_\_\_\_

Security name, issuer	Series	Number	Date of issue	Par value

Total securities: \_\_\_\_\_

Total nominal value: \_\_\_\_\_

Depositor:

\_\_\_\_\_ / \_\_\_\_\_ /  
*position of the head of the legal entity signature Name*  
Chief Accountant \_\_\_\_\_ / \_\_\_\_\_ /  
*signature Name*

L.S.

Securities accepted by:

\_\_\_\_\_ / \_\_\_\_\_ /  
*Position of the authorized representative signature name*  
\_\_\_\_\_ 20\_\_\_\_\_

**Bank ICBC (JSC)**

**Order receipt date and time:** \_\_\_\_\_ 20\_\_\_\_\_

**Signature** \_\_\_\_\_ / \_\_\_\_\_ /

**Executed. Date and time:** \_\_\_\_\_ 20\_\_\_\_\_

**Signature** \_\_\_\_\_ / \_\_\_\_\_ / **Log Number** \_\_\_\_\_

Annex 24  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

**NOTIFICATION**

**by Bank ICBC (JSC) of payment and transfer of proceeds**

Our Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_

Depositor's full name: \_\_\_\_\_

Please be advised that \_\_\_\_\_

To be completed in the event of funds transfer upon shares:

Issuer name		
Record date		
Number of shares on which dividends are accrued for the depositor (as of the record date, pcs.)	registered preference shares	
Number of shares on which dividends are accrued for the depositor (as of the record date, pcs.)	registered ordinary shares	
Security par value		
Dividend rate per share	registered preference shares	
Dividend rate per share	registered ordinary shares	
Total amount of dividends attributed		
Tax amount retained by the issuer		
Amount payable to the depositor		
Further information		

To be completed in the event of funds transfer upon bonds:

Issuer name		
Record date		
Number of bonds with coupons for the depositor (as of the record date, pcs.)		
Securities par value		
Currency par value		
Coupon rate per bond		
Total amount of coupon		
Total amount of coupon yield and principal debt or any part thereof		
Amount payable to the depositor		
Additional information		

Payment order:

Payment order No and date	
Beneficiary	
INN (Taxpayer's Identification Code)	
Account No.	
Bank of beneficiary	

Head of the depository \_\_\_\_\_ / \_\_\_\_\_ /

*signature*

*name*

L.S.

Annex 25  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

To the depository of Bank ICBC (JSC)

From \_\_\_\_\_

\_\_\_\_\_  
*Name of the legal entity; name of the individual*

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Identity document \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*type, series, number, date, place*

\_\_\_\_\_ 20\_\_\_\_

**Application  
for writing-off the fee for depository services**

I, \_\_\_\_\_,  
*name of legal entity; name of individual*

represented

by

\_\_\_\_\_, hereby  
grant Bank ICBC (JSC) a pre-authorization to write off the fee for the depository services under  
the Tariffs of Bank ICBC (JSC) for depository activities from account  
\_\_\_\_\_, opened with Bank ICBC (JSC) in  
accordance with the amounts and terms specified in the invoices of Bank ICBC (JSC) for  
depository services.

This application shall be valid from the date of its signature and till the end of the term of  
depository Agreement No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ or till the  
receipt from the depository of Bank ICBC (JSC) of a notice on fulfillment of obligations to the  
depository of Bank ICBC (JSC).

On behalf of the Customer:

\_\_\_\_\_  
*position signature Name*

L.S.

Annex 26  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

**Tariffs of Bank ICBC (JSC) for depository activities**

No.	Services	Tariff <sup>10</sup> (not subject to VAT)
1.	Administrative transactions	
1.1.	Opening a securities account:	300 rubles. (per transaction)
1.2.	Opening the securities subaccount on behalf of the depositor	150 rubles. (per transaction)
1.3.	Opening of the nominal holder securities subaccount of Bank ICBC (JSC) in NATIONAL SETTLEMENT DEPOSITORY or nominal holder securities account of Bank ICBC (JSC) in NATIONAL SETTLEMENT DEPOSITORY on behalf of the depositor	300 rubles. Charged to the depositor for the opening of each subaccount
1.4.	Servicing of the securities account of the depositor in case of opening of the nominal holder securities subaccount of Bank ICBC (JSC) in NATIONAL SETTLEMENT DEPOSITORY or nominal holder securities account of Bank ICBC (JSC) in NATIONAL SETTLEMENT DEPOSITORY on behalf of the depositor	150 rubles. Charged to the depositor monthly
1.5.	Closing of securities accounts or securities subaccounts	Free of charge
1.6.	Changing the personal data of the depositor, or the securities account operator (securities subaccount), or administrator of the securities account (securities subaccount)	Free of charge
1.7.	Appointment of the securities account operator (securities subaccount), or administrator of the securities account (securities subaccount)	150 rubles. (per transaction)

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<sup>10</sup>The payment for the services is performed based on the invoice issued by Bank ICBC (JSC) on a monthly basis. The invoice is issued not later than the 5th business day of the month following the settlement one, or on the closing date of the securities account of the depositor

No.	Services	Tariff (not subject to VAT)
1.8.	Removal of the securities account (securities subaccount) operator or of the securities account (securities subaccount) agent	Free of charge
2.	Storage and registration of securities	
2.1.	Storage and (or) accounting of securities in foreign or international accounting systems	0.03%, but not less than 100 rubles. Charged monthly in% per annum of the average value of the securities holding.
2.2.	Storage and (or) accounting of securities in registrars or in correspondent depositories that are residents of the Russian Federation, except for the cases specified in clauses 2.3, 2.4, 2.5 of these tariffs	Free of charge
2.3.	Storage and (or) accounting in NATIONAL SETTLEMENT DEPOSITORY of securities that do not have a market price - shares, investment units, mortgage participation certificates, depository receipts, for a depositor that is a legal entity	300 rubles for issue, but no more than 15,000 rubles. Fee charged monthly for each issue of securities on securities account
2.4.	Storage and (or) registration in NATIONAL SETTLEMENT DEPOSITORY of securities with no market price for the depositor which is an individual	Free of charge
2.5.	Non-issue-grade definitive securities safekeeping and accounting	0.1%, but not less than 300 rubles. Charged monthly in% per annum of the average value of the securities holding.
3.	Inventory transactions	
3.1.	Receipt of securities for safekeeping and accounting	
3.1.1.	Depositing and (or) registration of uncertified securities and issue certificated securities with mandatory centralized safekeeping	150 rubles. (per transaction)
3.1.2.	Non-equity and equity securities depositing and accounting, for securities other than those listed in Clause 3.1.1 of these tariffs	50 rubles. (per security)

No.	Services	Tariff (not subject to VAT)
3.2.	Removal of securities from safekeeping and accounting	
3.2.1.	Withdrawal of uncertified securities and issue certificated securities with mandatory centralized safekeeping	700 rubles (per transaction)
3.2.2.	Non-equity and equity securities withdrawal from storage and accounting, for securities other than those listed in Clause 3.2.1 of these tariffs	150 rubles. (per security)
3.3.	Transfer of securities on securities accounts or securities subaccounts. Relocation (change of securities storage place).	
3.3.1.	Transfers of securities between security accounts opened with the depository of Bank ICBC (JSC)	150 rubles. (per transaction)
3.3.2.	Transfer of securities through subaccounts of one securities account on behalf of the depositor	Free of charge
3.3.3.	Relocation (change of storage place) of uncertified securities and issue certificated securities with mandatory centralized safekeeping	850 rubles (per transaction)
3.3.4.	Move (changing the storage location) of certified securities other than those listed in clause 3.3.3 of this tariff	200 rubles (per transaction)
4.	Registration of encumbrance of securities with obligations	
4.1.	Registration of encumbrance of securities with obligations	300 rubles. (per transaction)
4.2.	Register of termination of encumbrance of securities with obligations	300 rubles. (per transaction)
5.	Information transactions <sup>11</sup>	

<sup>11</sup> Fees specified in section 5. shall be charged also for reports (statements) provided to the customer on the securities account closed.



<b>No.</b>	<b>Services</b>	<b>Tariff (not subject to VAT)</b>
5.1.	Report (statement) in paper form from the securities account or securities subaccount under the depository order for the depositor which is a individual	50 rubles <sup>12</sup> . (per transaction)
5.2.	Report (statement) in paper form from the securities account or securities subaccount under the depository order for the depositor which is a legal entity	100 rubles. (per transaction)
5.3.	Issue at the depositor's request of copies of the documents, including scanned ones	30 rubles. Charged per sheet.
5.4.	Statement (or report) of the Registrar or the correspondent depository, provided at the request of the depositor in respect of securities of the depositor on the account of the nominee of Bank ICBC (JSC)	300 rubles. Charged per statement
6.	Corporate actions	
6.1.	Acceptance and processing of applications and orders of depositors for participation in corporate action. General meeting of holders of securities for legal entities	1500 rubles. Charged per application (order) on voting for each package of securities at the place of storage
6.2.	Acceptance and processing of applications and orders of depositors for participation in corporate action. General meeting of owners of securities for individuals	750 rubles. Charged per application (order) on voting for each package of securities at the place of storage
6.3.	Receipt and processing of depositors' applications for participation in the corporate actions of the issuer of the securities with the accompanying documents, except as specified in clauses 6.1 and 6.2 of these tariffs	1500 rubles. Charged per application (set of attached documents) for each package of securities at the place of storage
7.	Order cancellation	

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<sup>12</sup> The commission shall not be charged for the initial provision of a report on the depository transactions performed and the report on the depository transaction performed

No.	Services	Tariff (not subject to VAT)
7.1.	Depositor's order cancellation	300 rubles. (per transaction)
8.	Transfer of information via SWIFT communication channels	
8.1.	Provision of information exchange via SWIFT communication channels	500 rubles + 30 rubles for each securities account, on which the exchange of documents via SWIFT communication channels is arranged. Charged on a monthly basis, regardless of the volume of information exchange

1. If specified in the Tariff column that payment is charged for the transaction, the fee is calculated per transaction, performed in respect of each issue of securities.

2. In addition to the tariff, an amount is charged equal to the amount of the actual expenses of Bank ICBC (JSC) suffered in performance of its obligations to the depositor (compensation for the actual expenses of Bank ICBC (JSC)).

3. The services are paid against the invoice issued by Bank ICBC (JSC) on a monthly basis. The invoice is issued within 5 business days of the month following the settlement one. In payment for the services, the remuneration amount calculated in accordance with the tariffs shall be rounded to kopecks. The remuneration of Bank ICBC (JSC) for transactions and services not provided for under these tariffs shall be regulated under additional agreements.

4. If the transaction is performed via the centralized clearing and settlement system of Moscow Stock Exchange due to the settlement of a transaction performed by Bank ICBC (JSC) as a broker at the depositor's expense, no remuneration is charged on the tariffs of securities safekeeping and withdrawal from safekeeping.

5. Fee for storage and (or) registration of securities specified in clauses 2.1 and 2.5 of these tariffs is charged as a percentage of the average value of the securities holding, determined separately for the issue-grade uncertificated securities denominated in rubles and foreign currency, for the issue-grade certified and non-issue-grade securities.

6. The average cost of a package of securities in the securities account is determined by the total packages of all issues of securities recorded in the reporting month.

The average cost of package of securities in the securities account for charging for safekeeping is calculated using the formula:

$$C_{cp.} = \frac{\sum_{n=1}^M \sum_{i=1}^N (C_{ni} * K_{\text{ИБП } n})}{N}$$
, where  $C_{ni}$  is the appraised value of the securities  $n$  in ruble or currency equivalent as of the end of the corresponding ( $i$ -th) calendar day of the billing period;

$K_{\text{ИБП } n}$  is the currency rate of the appraised value of the securities  $n$  in Russian rubles, set by the Bank of Russia for the last calendar date of the billing period, according to the official website of the Bank of Russia. For Russian rubles, the exchange rate is taken equal to 1;

$N$  - number of calendar days in the billing period;

M - number of different issues (issue-grade securities) or pieces (non-issue-grade securities) recorded on the securities account at least one day during the billing period.

Estimated value of securities is determined as the product of the number of securities at the end of the relevant calendar day of the billing month on the denomination of the securities.

In the absence of information on the par value of the securities, the appraised value is determined based on the market value of the securities according to Thompson Reuters information system. The appraised value of the securities being determined is expressed in Russian rubles.

In case of settlements in foreign currency the appraised value of the securities is converted into Russian rubles at the rate set by the Bank of Russia as of the date of settlement.

Annex 27  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

**Depositor's Application**

No. \_\_\_\_\_  
dated \_\_\_\_\_ 20 \_\_\_\_

Depositor  
Securities account

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Application summary:

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Depositor's data:

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On behalf of the Customer:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*position signature Name*  
L.S.

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**TO BE COMPLETED BY THE DEPOSITORY**

Accepted by authorized employee:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*position signature Name*  
\_\_\_\_\_, 20\_\_

Your ref. in the log \_\_\_\_\_

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**EXECUTION CONTROL**

Resolution on the application:

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Application reviewed by:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*position signature Name*

Annex 28  
to the Terms and Conditions of  
Depository Activities of Bank ICBC  
(JSC)

**Depository Order  
for execution of rights in securities  
(participation in corporate action) No. \_\_\_\_\_  
\_\_\_\_\_ 20\_\_**

securities account No. 

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securities subaccount No. 

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Originator: \_\_\_\_\_

Order type: administrative

Depositor name: \_\_\_\_\_

Security name: \_\_\_\_\_

Security state registration number (ISIN): \_\_\_\_\_

Nominal value: \_\_\_\_\_

Number of securities (pcs): \_\_\_\_\_

Number of securities as of the record date (pcs): \_\_\_\_\_

Securities storage place: \_\_\_\_\_

Type and date of the corporate action: \_\_\_\_\_

Instruction for the depository: \_\_\_\_\_

Start date of execution: \_\_\_\_\_

Special conditions and additional information: \_\_\_\_\_

On behalf of the Customer:

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

*position*

*signature*

*Name*

L.S.

**Bank ICBC (JSC)**

Order receipt date and time: \_\_\_\_\_ 20\_\_ \_\_\_\_\_

Signature \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Executed. Date and time: \_\_\_\_\_ 20\_\_ \_\_\_\_\_

Signature \_\_\_\_\_ / \_\_\_\_\_ / Log Number \_\_\_\_\_