



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

APPROVED  
by the Management  
Board of  
ICBC (JSC) (minutes  
No. \_\_\_ dd. \_\_\_\_\_ \_\_\_\_,  
20\_\_)

**Terms and Conditions  
for ICBC Bank Brokerage Services  
on the Securities Market**

**Moscow**

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## Section I BASIC PROVISIONS

### Chapter 1 Status of the Terms and Conditions

1.1. These Terms and Conditions for ICBC Bank Brokerage Services on the Securities Market (hereafter the Terms and Conditions) shall determine the terms of provision by Bank ICBC (JSC) of brokerage services provided for under Federal Law dated April 22, 1996 No 39-FZ On Securities Market to legal entities and natural persons having concluded an agreement for brokerage services on the securities market.

1.2. These Terms and Conditions are of open character and available for inspection by all interested persons.

1.3. The English name of these Terms and Conditions is Terms and Conditions for ICBC Bank Brokerage Services on the Securities Market.

1.4. Bank ICBC (JSC) concludes an agreement for brokerage services on the securities market with its customers. These Terms and Conditions shall be an integral part of such agreement for brokerage services concluded between Bank ICBC (JSC) and the Customer.

1.5. In the event of modification of the data in the documents provided to Bank ICBC (JSC), the Customer shall within five days deliver to Bank ICBC (JSC) any documents confirming the said modifications.

1.6. To be informed of the risks arising in operation on the securities market, derivatives market and foreign securities transactions, the Customer shall familiarize itself with the Declaration of Risks Arising in Operation in the Securities Market and in the Derivatives Market and in Foreign Securities Transactions (Annex 1 hereto). The Customer shall confirm its familiarization with the Declaration by dating and signing the Declaration.

1.7. The Customer may give Bank ICBC (JSC) its consent to processing of its personal data by signing a Consent to Processing of Personal Data (Annex 2 hereto) to facilitate performance by Bank ICBC (JSC) of its obligations under the agreement for brokerage services on the securities market.

### Chapter 2 Information on Bank ICBC (JSC)

2.1. **Full Name** Bank ICBC (Joint-Stock Company)

**Location** 29, Serebryanicheskaya emb., Moscow, 109028, Russia

**Mailing address:** 29, Serebryanicheskaya emb., Moscow, 109028, Russia

**Banking details:** c/a 30101810200000000551 with the Main Branch of the Bank of Russia

for the Central Federal District

BIC 044525551, TIN 7750004217.

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

Payment details in US dollars (USD):

Correspondent account in US dollars No 0101000111901599971 with INDUSTRIAL AND COMMERCIAL BANK OF CHINA HEAD OFFICE

S.W.I.F.T.: ICBKCNBJXXX

or

Correspondent account in US dollars No 114100301018 with INDUSTRIAL AND COMMERCIAL BANK OF CHINA NEW YORK  
SWIFTICBKUS33

Payment details in euros (EUR):

Correspondent account in Euros No 0101000111901610096 with INDUSTRIAL AND COMMERCIAL BANK OF CHINA HEAD OFFICE  
S.W.I.F.T.: ICBKCNBJXXX

or

Correspondent account in Euros No DE84501102009000012 01with INDUSTRIAL AND COMMERCIAL BANK OF CHINA FRANKFURT  
S.W.I.F.T.: ICBKDEFFXXX

Payment details in Chinese yuans (CNY):

Correspondent account in Chinese yuans No 0101000111902561878 with INDUSTRIAL AND COMMERCIAL BANK OF CHINA HEAD OFFICE  
S.W.I.F.T.: ICBKCNBJXXX,  
CNAPS CODE 102100099996

or

Correspondent account in Chinese yuans No 861121003112 with INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ASIA) LIMITED  
S.W.I.F.T.: UBHKHKHH,  
CNAPSCODE 989584007200

Payment details in Hong Kong dollars (HKG):

Correspondent account in Hong Kong dollars No 0101000111902800629 with INDUSTRIAL AND COMMERCIAL BANK OF CHINA HEAD OFFICE  
S.W.I.F.T.: ICBKCNBJXXX,

or

Correspondent account in Hong Kong dollars No 861121005152 with INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ASIA) LIMITED  
S.W.I.F.T.: UBHKHKHH

**Statistics Codes:** OKTMO 45381000, OKPO 83086298, KPP 775001001, OGRN 1077711000157, OKVED 65.1.

**Email:** [icbc@icbcmoscow.ru](mailto:icbc@icbcmoscow.ru)

**Phone:** (495) 287-30-99

**Fax:** (495) 287-30-98

**Official website of Bank ICBC (JSC):** [www.icbcmoscow.ru](http://www.icbcmoscow.ru)

**Licenses:**

1. Banking License of the Central Bank of Russia No 3475 dated September 01, 2015.
2. Licenses of a professional securities market participant issued by the Central Bank of Russia
  - 2.1. for depository activities — No 045-13992-000100 dated August 18, 2016
  - 2.2. for brokerage activities — №045-13990-100000 dated August 18, 2016
  - 2.2. for dealing activities — №045-13991-010000 dated August 18, 2016

**Addresses of licensing bodies:**

Central Bank of the Russian Federation (Bank of Russia): 12, Neglinnaya St.,  
Moscow, 107016

Bank ICBC (JSC) combines brokerage activities with dealing and depository activities. The information on the licenses possessed by of Bank ICBC (JSC) is provided as of the date of approval hereof and may be modified. Bank ICBC (JSC) shall specifically inform the Customer of such modifications in the manner similar to that used for disclosure of information in the event of making amendments hereto.

3.1. The terms used in the text hereof shall have the following meaning:

Customer Information Form shall mean a document containing the necessary information on the Customer which is submitted by the Customer when concluding an agreement for brokerage services in the securities market. The Customer Information Form shall be prepared in one copy in the form provided for under Annex 3 or Annex 4 hereto.

Banking Account shall mean an account opened by Bank ICBC (JSC) or any other credit institution for the Customer under a banking account agreement. In these Terms and Conditions the Banking Account shall mean a settlement account of a legal entity or a current account of a natural person to perform settlement transaction not related to entrepreneurial activities or private practice as well as a correspondent account of a Customer which is a credit institution.

Over the counter shall mean a term used to describe transactions executed beyond on-exchange trading.

Depository of Bank ICBC (JSC) shall mean a business unit of Bank ICBC (JSC) performing its Activities under the Terms and Conditions of Depository Activities of Bank ICBC (JSC).

Order shall mean the Customer's order to perform securities transaction, crediting and reallocation of funds, funds withdrawal, etc., i.e any executive communication of the Customer prepared in full compliance with the forms established under Annexes 5, 6, 7, 8, 9, 10 hereto or in any other form provided they contain all information necessary for execution.

Customer shall mean any legal entity or natural person (individual entrepreneur) that concluded an agreement for brokerage services on the securities market with Bank ICBC (JSC).

LEI (Legal Entity Identifier) shall mean an international legal entity identification code, a unique code (identifier) assigned to a legal entity in accordance with the international standard ISO 17442 and used in performance of transactions and/or preparation of reporting in financial markets.

Non-Trading Transactions shall mean any legal actions (agreements conclusion, accounts opening and Customers registration) different from Trading Transactions performed by Bank ICBC (JSC) on behalf of Customers under these Terms and Conditions.

Customer's Obligations shall mean the amount of obligations on Customer's Position in On-Exchange or Over the Counter Trading in respect of any security or funds for payment for securities purchased and/or for delivery of acquired securities, for payment of Bank ICBC (JSC) remuneration in accordance with the established tariffs, for compensation of expenses suffered by Bank ICBC (JSC) in accordance with the tariffs of any third parties and of other expenses directly arising from transactions performed by Bank ICBC (JSC) upon the Customer's orders. Customer's obligation on any security (monetary funds) means that the Customer should provide to Bank ICBC (JSC) the necessary number of securities (monetary funds) in the manner and within the timeframe established under the Terms and Conditions for settlement of transactions executed by Bank ICBC (JSC) upon the Customer's order.

On-Exchange Trading shall mean securities markets in which transactions shall be executed in accordance with strictly determined procedures described in the rules of the exchange and performance of obligations on transactions is guaranteed by delivery and payment systems independent from transaction participants. In these Terms and Conditions the notion of on-exchange trading includes clearing, depository and settlement systems ensuring performance of obligations on transactions on on-exchange trading and the rules and procedures of such depository and settlement systems shall be deemed an integral part of on-exchange trading rules.

Customer's Position shall mean the total of the Customer's funds and securities which can be used to settle transaction in on-exchange trading or over the counter. The Customer's Position shall be determined and maintained in respect of on-exchange trading, types of securities, monetary funds.

Customer's Planned Position shall mean Customer's Position changed by the amount of active (accepted but not performed by Bank ICBC (JSC) Applications as well as orders for withdrawal or reallocation of monetary funds and executive communications for transfer or withdrawal of securities.

Customer's Portfolio shall mean the total of the Customer's funds and securities, obligations from transactions with securities and funds of the Customer performed under the agreement with this Customer for brokerage services in the securities market. The price of the Customer's Portfolio shall be deemed equal to the sum of values of the Customer's Planned Positions estimated based on the securities of each issuer that grant their owner similar scope of rights and on monetary funds.

Deliverable futures shall mean a standard agreement for sales and purchase of a basic asset with performance of obligations in the future within the time determined by the rules of the exchange performance of which implies delivery of the basic asset.

Trading rules shall mean any rules, regulations, directions, normative documents and requirements mandatory for all participants of on-exchange trading. Effective rules of the exchange and other regulations listed in the exchange trading rules shall apply to Bank ICBC (JSC) and its Customers.

Password shall mean a code word delivered to the Customer only in a sealed envelop for its identification in the event of receipt of orders from the Customer by phone.

Derivative financial instruments shall mean agreements complying with the requirements established under Federal Law dated April 22, 1996 No 39-FZ On Securities Market and under Order of the Bank of Russia dated February 16, 2015 No 3565-U On Types of Derivative Financial Instruments.

Market Order shall mean an application for purchase or sale of a selected financial instrument in the specified amount without price indication. The market order is supposed to be executed at the current market prices. The market order shall be executed immediately without queuing provided there are parties in the market willing to purchase or sell the selected asset and the demand or supply volumes are sufficient to execute the application.

Securities account shall mean an account opened for the Customer in the Depository and intended for registration of securities and/or confirmation or transfer of rights to the Customer's securities belonging to it based on the right of ownership or any other proprietary right.

Communications shall mean any executive communications sent by the Customer to Bank ICBC (JSC) and/or information communications (hereafter the Executive Communication and

the Information Communications, respectively) sent by Bank ICBC (JSC) and the Customer to each other in the course of performance of the agreement for brokerage services on the securities market. Executive Communications shall mean communications sent by the Customer and containing all details necessary for execution of such Communication in accordance with the requirements of these Terms and Conditions. Any communications sent without complying with such requirements shall be treated by Bank ICBC (JSC) as Information Communications.

Collaterals for guarantees shall mean funds and securities deposited by the Customer as a collateral for its obligations arising from the transactions performed by the Customer in the derivatives market.

Bank Tariffs shall mean the tariffs for the remuneration of Bank ICBC (JSC) for the services provided under the Terms and Conditions as specified in Annex 11 hereto which are published at the official website of Bank ICBC (JSC) in the Internet network.

Trading Session shall mean the time period within which transactions may be executed in on-exchange trading in accordance with the Rules of the exchange. Unless the Terms and Conditions specify otherwise, the Trading Session shall mean only the basic Trading Session period, i.e. the period during which transactions may be performed under the general rules. The time period during which trading is performed under special rules (start and close of trading, odd lot trading, etc.) provided for under the Rules of some exchanges shall not be included in the Trading Session, unless specified otherwise.

Trading Day shall mean the day on which Bank ICBC (JSC) performed a transaction in accordance with the Customer's order.

Trading transactions shall mean securities and derivatives sale and purchase transactions performed by Bank ICBC (JSC) for the benefit, at the expense and on behalf of the Customers.

Customer's Representatives shall mean natural persons who are entitled to perform actions on behalf of the Customer as provided for hereunder under the law, constitutional documents of a legal entity or Power of Attorney issued by the Customer. In any cases even if not directly specified in the text hereof, only designated persons may perform actions on behalf of the Customer.

Transaction Settlement shall mean the procedure for performance of the parties obligations on transaction executed including receipt and delivery of securities, payment for securities purchased and acceptance of payment for securities sold as well as payment of all necessary expenses (fee of the exchange, depository, etc.). The transaction settlement date shall be designated as T+n (days) where n is the number of days between the transaction execution date and the transaction settlement date.

Financial instruments shall mean securities or derivative financial instruments which may be subject of sale and purchase transactions under the Russian law.

Securities shall mean issue-grade and non-issue-grade securities including commercial papers which are financial investments (except for securities issued by Bank ICBC (JSC) and sold or purchased by it on its own behalf and at its own expense), investment units of unit investment funds and other securities which are financial investments.

The Bank's official website shall mean the total of specialized pages of Bank ICBC (JSC) in the Internet network at [www.icbcmoscow.ru](http://www.icbcmoscow.ru) at which Bank ICBC (JSC) places information on any services on the securities market, information on any modifications of the text hereof,



effective tariffs of Bank ICBC (JSC) for the services, designated persons of Bank ICBC (JSC) and other information to be disclosed under these Terms and Conditions and the applicable Russian law.

Other terms which were not determined hereunder shall be used in the meaning established under law and regulations governing the securities business in the Russian Federation and under usual business practices.

### **Chapter 3 Types of services provided by Bank ICBC (JSC)**

3.1. Bank ICBC (JSC) assumes obligations to provide the following services to Customers for a consideration:

perform Trading Transactions at the cost and for the benefit of Customers. In execution of Trading Transactions, Bank ICBC (JSC) shall act either in its name and at the expense of the Customers as an agent, or on behalf and at the expense of the Customers as an attorney under the Rules of the exchange, business practices and the Customers' directions. The Parties shall assume that under the general rule of transactions execution, Bank ICBC (JSC) shall act on behalf and at the expense of the Customer as an agent if the Customer does not give a special instruction for Bank ICBC (JSC) to execute the transaction in its name and at the expense of the Customer and provided that the Customer gave Bank ICBC (JSC) a Power of Attorney and opened necessary accounts provided for by the respective exchange;

ensure performance of transactions executed upon the Customers' orders (settle transactions subject to provision by the Customer of the possibility to do so) and perform all necessary actions in this respect;

perform Non-Trading Transactions;

provide other services related to operation on the securities market as specified in the Terms and Conditions including by subscription to information materials and publications necessary to make investment decisions, provide Customers with software solutions for remote request of quotations and giving orders for transactions.

3.2. The transaction execution and settlement services for persons which concluded an agreement for brokerage services on the securities market shall be provided by Bank ICBC (JSC) both in on-exchange trading and over the counter (OTC).

3.3. The transaction execution and settlement services shall be provided by Bank ICBC (JSC) both in on-exchange trading and over the counter in the territory of the Russian Federation and abroad subject to technical and other possibilities for operation in respective exchanges. Bank ICBC (JSC) assumes the obligations to perform the Customers' order under the Terms and Conditions in any markets in respect of which Bank ICBC (JSC) declared such possibility by placement of information at the official website of Bank ICBC (JSC) in the Internet network.

3.4. Any on-exchange trading in which the system of multilateral clearing with payment and delivery guaranty is absent or limited shall be treated as an OTC securities market in the text hereof. Transactions in such OTC markets shall be performed under the Rules of the exchange and business practices customary there.

3.5. For the purposes of performance by Bank ICBC (JSC) of its obligations to the Customer as regards the provision of services specified herein, the Customer shall give Bank ICBC (JSC) some powers in which respect it shall grant Bank ICBC (JSC) a Power of Attorney in the form of Annex 12, 13 hereto. Bank ICBC (JSC) may accept from the

Customers powers of attorney prepared in different forms provided that all powers necessary for Bank ICBC (JSC) to provide its services are specified there. In the event of failure to grant, cancellation, expiry of the Power of Attorney, Bank ICBC (JSC) may suspend acceptance of Executive Communications from the Customer for Trading Transactions.

3.6. Bank ICBC (JSC) shall also provide to the Customers for consideration services which in common business practices are related to brokerage services provided by professional securities market participants including services on advisory and information and analytical support to the Customer's transactions in the securities market.

3.7. The list of services of Bank ICBC (JSC) provided in cl. 3.1 is not exhaustive. In cases provided for under the Russian law and the Rules of exchange, Bank ICBC (JSC) shall perform other actions for the benefit of the Customers to perform its obligations under the agreement for brokerage services on the securities market.

## **Section II CUSTOMER'S ACCOUNTS AND REPRESENTATIVES.**

### **Chapter 4 Customer's securities settlement accounts.**

4.1. Bank ICBC (JSC) shall open Customer's securities settlement accounts to account the funds provided by the Customer for securities market transactions settlement.

4.2. The funds credited to Customer's securities settlement accounts shall mean the Customer's funds credited to respective accounts under the agreement for brokerage services on the securities market.

4.3. Customer's securities settlement accounts shall be opened and maintained by Bank ICBC (JSC) under the rules established under regulations of the Bank of Russia. Bank ICBC (JSC) does not accrue interests on the cash balance in such accounts.

4.4. Bank ICBC (JSC) shall credit to Customer's securities settlement accounts the funds transferred by Customers in advance for the purpose of payment of securities transactions or received by Bank ICBC (JSC) as a result of sale (redemption) of securities or payment of yield on securities.

4.5. Bank ICBC (JSC) shall open a Russian ruble securities settlement account or use an account that was opened earlier to account the Customer's funds in Russian rubles as intended for securities transactions settlement.

4.6. If the Customer intends to purchase securities denominated in a foreign currency paying for the transaction in the foreign currency, Bank ICBC (JSC) shall open a securities settlement account in such currency or use an account that was opened earlier for the Customer's securities settlement in the respective foreign currency. Opening such account in a foreign currency and performance of operations using the funds in such account shall be performed by Bank ICBC (JSC) taking into account limitations provided for under currency legislation of Russia.

4.7. Bank ICBC (JSC) shall assign each Customer's securities settlement account opened a unique number and send the Customer a notice on opening the account in the form of Annex 14.

4.8. Bank ICBC (JSC) may unilaterally set the amount of minimal initial deposit (cash) to the Customer's securities settlement account for persons willing to join the Term and

Conditions. The information on the determined amount of the initial deposit shall be announced by Bank ICBC (JSC) by placement at the official website of Bank ICBC (JSC) in the Internet network.

## **Chapter 5 Customer's representatives.**

5.1. Only the Customer (if the Customer is a natural person) or its representatives having due powers may receive information on the Customer's transactions and initiate orders on behalf of the Customer in all cases even where it is not specified directly in the text hereof.

5.2. The sole executive body may act on behalf of a Customer which is a legal entity without a Power of Attorney.

5.3. Legal representatives of a natural person, i.e. parents, adoptive parents or guardians may act on behalf of a Customer who is a natural person without a Power of Attorney if the Customer is underage or cannot exercise his/her rights due to the physical or psychological state.

5.4. In cases provided for under the Russian Law, Bank ICBC (JSC) shall also consider officials of governmental bodies acting within the limits of their authority as initiators of transactions in the Customer's accounts.

5.5. The right of any other persons to act on behalf of the Customer shall be confirmed by a Power of Attorney issued by the Customer.

5.6. To perform document exchange with Bank ICBC (JSC) via a representative, the Customer shall deliver to Bank ICBC (JSC) a Power of Attorney for the representative prepared in the form of Annex 15 hereto. The representative shall be granted a signatory power by the Customer.

## **Section III**

### **Rules and methods of executive communications exchange**

#### **Chapter 6 Basic rules and methods of Communications exchange**

6.1. The Communications exchange between Bank ICBC (JSC) and the Customer shall be performed in compliance with the following general rules:

the exchange shall be performed in the manner acceptable for both Parties agreed upon by the Parties in accordance with the procedure established under the Terms and Conditions;

the exchange shall be performed via duly authorized persons (Customer's representatives);

communications may be sent only to the address specified in the agreement for brokerage services on the securities market.

6.2. Communications not complying with the said requirements shall be invalid. As a general rule, the Customer shall send executive Communications to Bank ICBC (JSC) by provision of original documents on paper, including by mail.

6.3. The Customer shall send executive Communications to Bank ICBC (JSC) in any of the following ways at the Customer's choice:

on paper, personally (via a representative);

by mail;  
orally by phone.

6.4. The methods of information Communications exchange preferable (acceptable) for the Customer shall be set in the agreement for brokerage services on the securities market.

6.5. Bank ICBC (JSC) may unilaterally limit transfer of Communications orally by phone.

6.6. If the agreement for brokerage services on the securities market concluded with the Customer includes several methods of Communications receipt, Bank ICBC (JSC) and the Customer may use any of them at their discretion.

6.7. Communications which Bank ICBC (JSC) believes to be urgent may be sent by Bank ICBC (JSC) to addresses information on which can be found in other documents provided by the Customer in respect of the agreement for brokerage services on the securities market in the event it is impossible (due to any reason) to send them to the Customer in the manner specified in the agreement for brokerage services on the securities market.

6.8. Bank ICBC (JSC) obliges to indicate in all events in the text of an executive Communication that it is a duplicate copy if it duplicates a Communication sent in the same manner earlier or repeats a Communication sent in a different manner.

6.9. If the Customer fails to indicate that any executive Communications is duplicate, Bank ICBC (JSC) shall treat and execute it as independent from executive Communications received earlier.

## **Chapter 7 Rules for Communications exchange by phone.**

7.1. To have an opportunity to exchange Communications by phone, Bank ICBC (JSC) shall provide the Customer with a password necessary for further identification of the Customer (Customer's representative) (Annex 16 hereto). The password shall be provided by Bank ICBC (JSC) only subject to the Customer's consent to all terms of its use confirmed in a special clause of the Application.

7.2. Bank ICBC (JSC) and the Customer shall consider the use by the Customer of the password in Communications delivery as and agreement (acceptance) by the Customer of the following terms of Communications exchange by phone:

The Customer agrees that all Communications sent and received by phone including Applications sent by the Customer to Bank ICBC (JSC) have the same legal force as Communications sent in writing;

The Customer agrees that a record of phone talk between authorized representatives of Bank ICBC (JSC) and the Customer's representatives made by Bank ICBC (JSC) using its own technical equipment and software on magnet or any other media shall be a sufficient evidence (suitable for dispute resolution in courts).

7.3. The Password shall be delivered to the Customer in a sealed envelope. The Password delivered in any other manner shall be invalid. If the Customer discovers violation of integrity of the envelope, it shall immediately notify Bank ICBC (JSC).

7.4. The Customer shall ensure confidentiality of the Password. If the Customer has any reasons to believe that the Password is known to any third parties, it shall immediately notify Bank ICBC (JSC) of the fact by phone specified in Chapter 2 hereof. Any transactions performed by the Customer before the receipt by Bank ICBC (JSC) of such notice shall be deemed authorized and performed by the Customer.

7.5. Bank ICBC (JSC) agrees to immediately suspend the use of any current password and inform the Customer of the fact upon the first request of the Customer, including oral, as well as in the event of receipt by Bank ICBC (JSC) of any information giving reasons to believe that the password is compromised or that the Customer violated the rules of its use.

7.6. If the Customer has any information giving reasons to believe that its employees or employees of Bank ICBC (JSC) violated the rules of use of the password, or that the password was compromised, it shall immediately notify Bank ICBC (JSC) of it in the fastest and most convenient manner.

7.7. In all cases specified in cls. 7.5 and 7.6 hereof, the password shall be renewed by Bank ICBC (JSC) upon the receipt from the Customer of an official letter of paper on renewal of the password issued earlier.

7.8. The password validity term shall be determined by Bank ICBC (JSC) and may be limited. Upon expiry of the password, Bank ICBC (JSC) shall provide a new password free of charge upon the Customer's first request. In the event of loss (compromising) of the password by the Customer, Bank ICBC (JSC) shall provide a new password.

7.9. Unless otherwise provided for under a separate agreement between Bank ICBC (JSC) and the Customer, Bank ICBC (JSC) shall, beside information Communications exchange, accept Orders for transactions from the Customer by phone, with further mandatory provision of written originals of such orders in the manner and within the timeframe established in Chapter 18 hereof with indication that such order was initially given by phone. Orders for crediting and reallocation of funds or securities and orders for withdrawal of funds shall not be accepted by phone.

7.10. Bank ICBC (JSC) shall consider Orders for transactions sent via the phone as the Customer's order if a two-stage procedure for authority confirmation was complied with in the Order delivery as provided below:

Stage 1. The Customer names correctly the following details by phone:

the Customer's name;

the number of the agreement for brokerage services on the securities market between Bank ICBC (JSC) and the Customer or the Customer's registration code assigned for performance of transactions in on-exchange trading as specified in the notice on opening a securities settlement account.

Stage 2. When asked by an employee of Bank ICBC (JSC), the said person shall correctly name the password that was provided by Bank ICBC (JSC) to the Customer earlier.

7.11. Receipt by Bank ICBC (JSC) of any executive Communication from the Customer shall be deemed completed subject to compliance with the following conditions:

the delivery of the Communication shall be preceded by the two-stage authority confirmation procedure specified in cl. 7.10 hereof;

the material details of the executive Communication shall be repeated by the employee of Bank ICBC (JSC) after the Customer.

The Customer confirmed the Communication immediately after the repetition of the material details of the executive Communication by the employee of Bank ICBC (JSC) by saying any of the following words: “Yes”, “Confirmed”, “Agreed” or any other word with confirms agreement directly and unambiguously.

7.12. An executive Communication shall be deemed accepted by Bank ICBC (JSC) at the moment of the Customer pronouncing the confirmation word.

7.13. The Communication shall be deemed accepted of which the text was pronounced by the employee of Bank ICBC (JSC). If the Executive Communication is pronounced by the employee of Bank ICBC (JSC) incorrectly, the Customer shall interrupt the employee of Bank ICBC (JSC) and repeat the Executive Communication.

## **Chapter 8 Orders**

8.1. Any orders shall be sent to Bank ICBC (JSC) in conformity with all requirements provided hereunder for communications exchange.

8.2. The Customer’s order sent to Bank ICBC (JSC) should contain exhaustive information sufficient for their unambiguous interpretations and execution by Bank ICBC (JSC) in accordance with the terms specified herein. If the Customer’s order can be interpreted in different ways, Bank ICBC (JSC) may decline such order or independently interpret it in accordance with common business practices.

8.3. All orders shall be signed or confirmed by the Customer. Written orders shall be delivered to Bank ICBC (JSC) in one copy. If a written order is a duplicate copy of another order, this should be specified in the text.

8.4. Bank ICBC (JSC) shall not accept a written order in the following cases:  
 in the event that Bank ICBC (JSC) has any doubts in compatibility of signatures and/or seal imprint with the signatures and seal imprints of the Customer or its representatives;  
 if the funds or securities in regard of which the order is given are encumbered with obligations and the performance of the order will result in breach of those obligations;  
 if the order cannot be performed due to insufficient balance of funds or securities (financial instruments) in the Customer’s account.

8.5. In the event that Bank ICBC (JSC) needs to receive from the Customer any documents necessary to perform an order including a respective Power of Attorney in the name of Bank ICBC (JSC) or any person designated by it authorizing respective legal and actual actions, the Customer shall provide such documents simultaneously with the delivery of the order or within any reasonable time period determined by Bank ICBC (JSC).

8.6. Bank ICBC (JSC) may refrain from performance of the Customer’s orders:  
 if the Customer fails to provide all necessary documents specified in cl. 8.5;  
 in other cases established under the Russian law.

8.7. Bank ICBC (JSC) may refuse to accept the Customer’s orders sent by phone if earlier the Customer violated its obligation to timely provide written originals of orders.

8.8. Upon the Customer’s request a photocopy of a written order received from the Customer shall be given to the Customer with a mark of the time of its receipt by Bank ICBC (JSC) on the day of request.

## **Chapter 9 Forms and blanks**

9.1. Bank ICBC (JSC) recommends that the Customers should use standard forms developed by Bank ICBC (JSC) to prepare orders as written documents.

9.2. Bank ICBC (JSC) guarantees receipt of orders prepared by the Customer with deviations from the recommended forms provided that the order shall include all information necessary for its execution and subject to compliance with other requirement hereof.

9.3. Standard order forms recommended by Bank ICBC (JSC) and directions for their use are published at the official website of Bank ICBC (JSC) in the Internet network at: [www.icbcmoscow.ru](http://www.icbcmoscow.ru).

9.4. Bank ICBC (JSC) recommends that its Customers should use standard forms developed by Bank ICBC (JSC) in preparation of Powers of Attorney provided for hereunder.

9.5. Bank ICBC (JSC) may refuse to accept any Power of Attorney prepared with violation of the standards of the Russian law or terms hereof.

## **Section IV NON-TRADING TRANSACTIONS**

### **Chapter 10 Opening Customer's securities settlement accounts**

10.1. Opening Customer's securities settlement accounts is performed based on the agreement for brokerage services on the securities market concluded with Bank ICBC (JSC) .

10.2. Persons willing to become Customers should do the following prior to conclusion of the agreement for brokerage services on the securities:

familiarize themselves with the text hereof including all Annexes hereto;

prepare (fill and sign) the package of documents;

submit the said signed documents to Bank ICBC (JSC) in person, by mail or via a representative.

10.3. The composition of the document package depends on the status of the Applicant and the type of transactions the Applicant intends to perform. The list of documents for opening accounts and Customer's registration for on-exchange trading is provided in Annex 17 hereto.

10.4. Bank ICBC (JSC) reserves the right to request additional documents which may support the information in the Customer Information Form.

10.5. Bank ICBC (JSC) opens Customer's securities settlement accounts within 3 business days after conclusion of the agreement for brokerage services on the securities market in which Customer's brokerage securities settlement accounts are opened. The type and quantity of Customer's securities settlement accounts shall be determined based on the information on the type of transactions planned by the Customer in accordance with the agreement for brokerage services on the securities market.

10.6. The Customer shall make Bank ICBC (JSC) a securities account operator in respect of all securities accounts opened by the Customer in the Depository and/or in other depositories to perform transactions in accordance herewith and shall grant Bank ICBC (JSC) all powers provided for under the rules of exchange.

10.7. To support the authority of Bank ICBC (JSC) specified in this section, the Customer shall, upon request of Bank ICBC (JSC), provide necessary Powers of Attorney in forms approved under the rules of exchange. Bank ICBC (JSC) shall use the Powers of Attorney provided exclusively for the purposes provided for hereunder.

10.8. Simultaneously with accounts opening, Bank ICBC (JSC) shall assign the Customer a unique registration code necessary for registration of the Customer and accounting its transactions in on-exchange trading to separate the Customer's transactions from transactions performed upon orders of other Customers and from own transaction of Bank ICBC (JSC).

10.9. Simultaneously with opening accounts, Bank ICBC (JSC) shall also provide to the exchange information on the Customer to the extent provided for under the Rules of such exchange.

10.10. The head office of Bank ICBC (JSC) located at the address of Bank ICBC (JSC) specified in Chapter 2 hereof shall be deemed the place of keeping the Customer's securities settlement accounts.

10.11. The Customer shall notify Bank ICBC (JSC) of any amendments to its constitutional documents, of modifications of details and of any other modifications of information recorded in the Customer Information Form including information on the very Customer, its legal capability and its representatives within five days by provision of the original of a new Customer Information Form containing such information. The Customer shall bear sole responsibility for any damage that may arise from untimely notification of Bank ICBC (JSC) of the said modifications and other circumstances related to the Customer material for securities transactions.

## **Chapter 11 Registration of Customer's representatives**

11.1. After opening the Customer's securities settlement account, Bank ICBC (JSC) registers the Customer's representatives in the internal accounting system.

11.2. By default, Bank ICBC (JSC) registers the following persons as Customer's representatives:

natural persons who signed the agreement for brokerage services on the securities market;

head of the legal entity whose powers to act on behalf of the Customer without a power of attorney are confirmed by the documents package provided to Bank ICBC (JSC);

lawful representatives of the Customer enumerated in cl. 6.3 hereof whose powers are confirmed in the manner provided under the Russian legislation.

11.3. Registration of Customer's representatives not mentioned in Chapter 5 hereof shall be performed only on the basis of powers of attorney. Recommended forms for powers of attorney and samples of such powers of attorney are placed at the official website of Bank ICBC (JSC) in the internet network.

11.4. Registration of Customer's representatives shall be performed within one working day after receipt by Bank ICBC (JSC) of duly executed powers of attorney. The power of attorney on behalf of the Customer which is a legal entity shall be signed by its head or any other authorized person and stamped with the seal of such entity.

## **Chapter 12 Customer's securities settlement accounts administration**

12.1. The Customer may at any time request that Bank ICBC (JSC) should register modification of information on the owner(s) of accounts included in the Customer's securities settlement account including information on the Customer's representatives and other information specified in the Customer Information Form.



12.2. The Customer's application for registration of information modification shall be performed by Bank ICBC (JSC) provided it is not contrary to the Russian legislation.

12.3. Applications to Bank ICBC (JSC) for modification of the terms of the agreement for brokerage services on the securities market or for registration of modifications in the Customer Information Form related to the owner of the Customer's securities settlement account or its representatives shall be considered by Bank ICBC (JSC) within five business days.

12.4. Applications shall be executed by the Customer in writing and delivered to Bank ICBC (JSC) in accordance with the rules provided for any written orders specified in section III hereof taking into account restrictions provided for hereunder. Sample administrative orders are provided in Annexes 18, 19 hereto.

12.5. Sample forms of Applications recommended by Bank ICBC (JSC) are placed at the official website of Bank ICBC (JSC) in the Internet network.

12.6. Applications for registration of modifications in the Customer Information Form regarding the information on the owner of accounts or information on designated persons shall in any event be delivered to Bank ICBC (JSC) together with the original or a duly authorized copy of any supporting document (copy of passport, articles of association, order of appointment, power of attorney, etc.) and a new Customer Information Form.

12.7. Unless otherwise provided for under the Customer's order, Bank ICBC (JSC) shall perform administrative orders for registration of modifications in the Customer Information Form regarding information on the owner of accounts or information on designated persons simultaneously in all Customer's securities settlement accounts.

### **Chapter 13 Crediting funds to the Customer's securities settlement account**

13.1. The Customer which is a legal entity may credit monetary funds to the Customer's securities settlement account only by transfer from its banking account.

13.2. The Customer which is a natural person may credit monetary funds to the Customer's securities settlement account in cash via the cash desk of Bank ICBC (JSC) or by transfer from its banking account.

13.3. When completing a payment document for transfer of funds to the Customer's posting account, the Customer should indicate the number of the Customer's securities settlement account as well as the number and date of the agreement for brokerage services on the securities market.

13.4. The funds shall be credited to the Customer's securities settlement account not later than on the business day following their receipt at the correspondent account of Bank ICBC (JSC).

### **Chapter 14 Withdrawal of funds from the Customer's securities settlement account**

14.1. Withdrawal by the Customer of funds provided to Bank ICBC (JSC) for transactions settlement shall be performed based on the order for funds withdrawal.

14.2. Execution of an order for funds withdrawal shall mean crediting the funds from the Customer's securities settlement account to the Customer's banking account specified in the order for funds withdrawal.

14.3. Forms of orders for funds withdrawal recommended by Bank ICBC (JSC) are provided in Annexes 7, 8 hereto and can be found at the official website of Bank ICBC (JSC) together with these Terms and Conditions.

14.4. Bank ICBC (JSC) receives orders for funds withdrawal as written communications delivered at the address of Bank ICBC (JSC) specified in the agreement for brokerage services on the securities market.

14.5. If Bank ICBC (JSC) receives an order for funds withdrawal after 3.00 p.m., Moscow time, it shall be deemed received by Bank ICBC (JSC) on the following business day.

14.6. Bank ICBC (JSC) shall execute orders for funds withdrawal not later than on the business day following the day of receipt by Bank ICBC (JSC) of the order for funds withdrawal.

14.7. Bank ICBC (JSC) shall withdraw funds from the Customer's securities settlement account only to the Customer's banking account(s). To ensure compliance with this requirement, Bank ICBC (JSC) shall compare the details of the order with the Customer's accounts in the Customer Information Form.

14.8. Transfer of funds to the Customer's banking account that wasn't specified in the Customer Information Form may be performed only based on a n order delivered to Bank ICBC (JSC) in the original on paper signed by the Customer or its representative.

14.9. Bank ICBC (JSC) shall receive the Customer's orders for funds withdrawal within the limits of the balance of funds in the Customer's securities settlement account free from any Customer's obligations taking into account the Bank's consideration.

14.10. If the amount specified by the Customer in the order for funds withdrawal exceeds the balance in the Customer's securities settlement account, Bank ICBC (JSC) may decline such order completely or execute it partly.

## **Section V TRADING TRANSACTIONS**

### **Chapter 15 Trading procedure**

15.1. Transactions with securities on the Customers' orders are performed by Bank ICBC (JSC) in accordance with a standard trading procedure involving several stages:

Stage 1. Reservation of funds and/or securities for transaction settlement.

Stage 2. Submission by the Customer of an order (application) for transaction and confirmation of its receipt by Bank ICBC (JSC).

Stage 3. Performance by Bank ICBC (JSC) of the transaction in accordance with the application and confirmation of the transaction for the Customer.

Stage 4. Settlement of transaction by Bank ICBC (JSC) and handling accounts between Bank ICBC (JSC) and the Customer.

Stage 5. Preparation and presentation by Bank ICBC (JSC) of a report to the Customer.

15.2. Specific features of procedures performed by Bank ICBC (JSC) in execution of transactions in different exchanges and markets shall be determined by the rules of such exchanges and business practices.

## **Chapter 16 Reservation of funds**

16.1. Prior to sending an order for securities purchase in an exchange to Bank ICBC (JSC), the Customer shall credit monetary funds to the Customer's securities settlement account in the amount sufficient for trade settlement including payment of all necessary expenses and fees of Bank ICBC (JSC).

16.2. Bank ICBC (JSC) does not accept the Customer's orders for securities purchase if there are no sufficient reserved monetary funds in the Customer's securities settlement account.

16.3. Reservation of monetary funds for purchase of securities in an exchange shall mean depositing such funds in an account with the entity performing trade settlement following the results of transactions in such exchange in accordance with the rules of the exchange.

16.4. Bank ICBC (JSC) shall deposit funds for securities transactions upon the Customer's orders from the funds credited to the Customer's securities settlement account.

16.5. In the absence of the Customer's orders the funds credited to the Customer's securities settlement accounts shall be automatically reserved by Bank ICBC (JSC) for transactions in the Moscow Exchange stock market. To reserve funds for other exchanges, the Customer shall make a reference to other exchanges when filling in the blank "payment destination" in the payment document for crediting funds to Customer's securities settlement accounts.

16.6. Reservation of funds received on the Customer's securities settlement account shall be performed by Bank ICBC (JSC) not later than at 12.00 p.m., Moscow time of the business day following the day of crediting the funds to the Customer's securities settlement accounts.

16.7. The funds credited to the Customer's securities settlement accounts following the results of trade settlements for the trading session (day) shall be automatically reserved by Bank ICBC (JSC) for transactions in the same exchanges by the start of the next trading session in the absence of the Customer's orders.

16.8. Reservation of funds for transactions in on-exchange trading can be performed by decrease of the amount of funds reserved for transactions in other exchanges. Such reservation shall be performed by Bank ICBC (JSC) based on the Customer's special order, i.e. an order for reallocation of funds. The form of an order for reallocation of funds recommended by Bank ICBC (JSC) is provided in Annex 5 hereto and is placed at the official website of Bank ICBC (JSC) together with other order forms. The reservation shall be performed not later than on the day following the day of delivery by the Customer of such order.

16.9. Bank ICBC (JSC) shall confirm the reservation of funds for trading to the Customer using one of the following methods: by email or by phones of Bank ICBC (JSC), information on which is published at the official website of Bank ICBC (JSC) in the Internet network. Bank ICBC (JSC) shall independently select the manner of operating confirmation.

## **Chapter 17 Reservation of securities**

17.1. Prior to sending an order for sale of securities in an exchange or in an OTC market to Bank ICBC (JSC), the Customer shall deposit securities in the amount sufficient for 100% performance of obligations on delivery of such securities after such transaction to the securities account in the depository of Bank ICBC (JSC).

17.2. Reservation of securities for a transaction in an exchange shall mean depositing securities of particular issue in a special account (subaccount) in a settlement depository in accordance with the rules of an exchange. Deposit of securities is performed by Bank ICBC (JSC) based on the Customer's orders from securities registered in the Customer's securities account.

17.3. Bank ICBC (JSC) does not accept the Customer's orders for securities sale if there are no sufficient reserved securities in the Customer's securities account in accordance with cl. 17.2 hereof.

17.4. Deposit of securities to the Customer's securities accounts opened directly with the settlement depositories of the exchange shall be performed in accordance with the rules of such exchange.

17.5. Securities deposited to the Customer's securities accounts following the results of trade settlements for the trading session (day) shall be automatically reserved by Bank ICBC (JSC) for transactions in the same exchanges by the start of the next trading session.

17.6. Reservation of securities for transactions in on-exchange trading can be performed by decrease of the amount of securities reserved for transactions in other exchanges. Such reservation may be performed by standard intradepository or interdepository transfer of securities in the manner and within the timeframe provided for under internal regulations of respective depositories.

17.7. The reservation of funds for trading shall be confirmed to the Customer by email or by phones, information on which is published at the official website of Bank ICBC (JSC) in the Internet network.

Bank ICBC (JSC) shall independently select the manner of operating confirmation.

## **Chapter 18 Customer's orders**

18.1. Unless otherwise provided for under a separate agreement between Bank ICBC (JSC) and the Customer, the Customer may send the following order (application) types to Bank ICBC (JSC):

1. buy or sell at the best available (market) price – market order;
2. buy or sell at a limited price – limit order. A limit order shall be executed at the price specified in it except when the offer price in the market for a purchase order or the ask price for a sell order are better at the time of the order than the price in the order. In this event the order shall be executed at a market price;

18.2. The mandatory details of any order shall be the type of transaction (sell or buy) and the name of the security (financial instrument) being the subject of the transaction.

18.3. The orders in which the Customer failed to indicate the price shall in all cases be deemed market orders.

18.4. Any orders except for market orders shall include the exercise price, i.e. the price at which Bank ICBC (JSC) should perform the transaction. Any stop order shall include the stop price (the price level which should be achieved in the market) and the exercise price (the price at which Bank ICBC (JSC) should place the order).

18.5. The Customer may also accompany the order with additional conditions if the order format with such conditions is directly provided for under the rules of the exchange and the rules of the auction (trading session) and is supported by the electronic trade system.

18.6. The Customer may upon agreement with Bank ICBC (JSC) send orders with additional conditions not provided for under the rules of the exchange. Such orders shall be deemed agreed with Bank ICBC (JSC) only after the receipt by the Customer of confirmation from Bank ICBC (JSC).

18.7. Orders to be exercised in an auction or a special trading session during which special trading rules apply should be specifically marked by the Customer. Otherwise they shall be deemed delivered for execution under standard terms in accordance with the rules of the exchange.

18.8. Orders specified in subclauses 1 and 2 of cl. 18.1 hereof shall be valid till the end of the current trading system.

18.9. The Customer may cancel any order prior to its execution. Orders partially executed by Bank ICBC (JSC) by the moment of cancellation shall be deemed cancelled only in respect of the part which was not executed.

18.10. An order cannot be cancelled by the Customer from the time of actual execution by Bank ICBC (JSC) of respective transaction even if the Customer did not receive the notice of execution of such transaction.

18.11. A duplicate order (an original document on paper) may be sent to Bank ICBC (JSC) by mail or transferred in person (via a representative).

18.12. The duplicate order shall be delivered by the Customer to Bank ICBC (JSC) within 14 calendar days after the transaction performance.

18.13. If the Customer fails to deliver the duplicate copy of the order transferred by phone within the timeframe established hereunder, Bank ICBC (JSC) may suspend receipt of any orders until the Customer performs its obligation to deliver the duplicate orders.

18.14. Bank ICBC (JSC) shall execute the order only if the Customer's Planned Position has sufficient amount of securities and funds at the moment of execution to settle that transaction. Bank ICBC (JSC) shall execute orders for derivative financial instruments only if the Customer's Planned Position has sufficient amount of collaterals for guarantee in the amount necessary to open and/or keep the positions which are open subject to execution of an order for a derivative financial instrument. Otherwise, provided that the order contains no special directions or the Customer does not provide such directions additionally, Bank ICBC (JSC) may either decline such order completely or start its partial execution within the limits of the Customer's Planned Position.

## **Chapter 19 Receipt and execution of orders by Bank ICBC (JSC)**

19.1. Unless otherwise provided for under the Russian legislation, rules of exchanges or the Customer's orders, Bank ICBC (JSC) shall act on behalf and at the expense of the Customer when performing the Customer's orders for transactions.

19.2. In this case the actions of Bank ICBC (JSC) and the Customer shall be governed by the requirements of the Russian legislation applicable to a commission agency agreement including the following requirements:

the order should be executed by Bank ICBC (JSC) under the terms most favorable for the Customer;

securities purchased at the Customer's expense shall become the Customer's property;

Bank ICBC (JSC) shall not be liable to the Customer for non-performance by a third party of a transaction executed at the Customer's expense;

in the event of non-performance by a third party of a transaction executed at the Customer's expense, Bank ICBC (JSC) shall immediately notify the Customer about it.

19.3. In the absence of direct instructions of the Customer, Bank ICBC (JSC) may independently make decisions on the best manner of execution of the accepted Customer's order in accordance with the rules of the exchange or business practices used in a particular market.

19.4. Bank ICBC (JSC) shall not accept an Order for transaction if it contains corrections, empty fields or incorrectly filled fields.

19.5. All orders received from the Customers shall be executed by Bank ICBC (JSC) under the principle of equal conditions for all Customers and priority of the Customers' interests over the interests of Bank ICBC (JSC) in execution of transactions in the stock market.

19.6. Bank ICBC (JSC) shall execute the orders for transactions in on-exchange trading in accordance with the procedure provided for under the rules of the exchange. Bank ICBC (JSC) shall execute the orders for transaction in the OTC market in accordance with the customary business practices.

19.7. Unless otherwise provided for under a separate agreement between Bank ICBC (JSC) and the Customer, execution by Bank ICBC (JSC) of orders for transactions in the OTC market shall be performed by conclusion of an agreement with a third party (counterparty). Bank ICBC (JSC) may, unless it is contrary to the Customers' orders, conclude one agreement with the counterparty for simultaneous execution of two or more orders from the same Customer or from several Customers.

19.8. Bank ICBC (JSC) may also execute any order by performing several transactions unless otherwise specified in the order.

19.9. Bank ICBC (JSC) may execute orders for transactions in the OTC market via an intermediary (agent) engaged by Bank ICBC (JSC). In this case Bank ICBC (JSC) shall undertake all liability for the actions of such intermediary (agent). Payment for the services of the intermediary (agent) shall be performed by the Customer by compensation of the expenses suffered by Bank ICBC (JSC) in accordance with the third party tariffs under the procedure specified in Chapter 24 hereof.

19.10. The orders the text of which contains no indication of any specific exchange may be executed by Bank ICBC (JSC) by transactions in any exchange or an OTC market available to the Bank ICBC (JSC).

19.11. Bank ICBC (JSC) shall fulfill the order for over-the-counter transaction only if the price conditions thereof correspond to the market situation and the supplementary conditions (Customer's instructions to Bank ICBC (JSC)) correspond to the respective over-the-counter customary business practices.

19.12. Before fulfillment of the order Bank ICBC (JSC) shall have the right to appraise the current ability of the Customer to fulfill its obligations under the transaction by comparison of such obligations with the amount of the reserved funds and (or) number of securities on the Customer's accounts. In case of acceptance of the order by phone such inspection shall be carried out by preliminary processing of the transaction reference details using the software tools of Bank ICBC (JSC).

19.13. The use by Bank ICBC (JSC) of the Customer accounting review systems shall not constitute the assumption by Bank ICBC (JSC) of any responsibility for the transactions implemented in accordance with the Customer's order. In all cases the Customer must

calculate the volume of its own transactions independently based on the confirmation received from Bank ICBC (JSC) in respect of the transactions and issued orders. Any damage which may be caused in course of fulfillment by Bank ICBC (JSC) of the order under which the Customer is not able to fulfill its obligations in time shall be charged to the Customer's account.

19.14. All orders of the same type arrived within the trading session shall be fulfilled by Bank ICBC (JSC) in a priority sequence based on the time of their arrival; for this purpose the orders of the same type arrived from different Customers within the pre-market trading (before the trading session opening) shall be considered as simultaneously arrived. Such orders shall be fulfilled by Bank ICBC (JSC) as a single package or, in case if the package fulfillment of the orders is not provided for by the operator's rules, in a priority sequence based on the time of their receipt by Bank ICBC (JSC).

19.15. Bank ICBC (JSC) shall start fulfillment of the orders accepted by Bank ICBC (JSC) in a written form not later than on the following trading day.

19.16. The market orders shall be fulfilled by Bank ICBC (JSC) in a priority sequence immediately upon their arrival.

19.17. In case of a significant spread (more than 10%) (difference between the best demand prices and asking prices) Bank ICBC (JSC) shall be entitled, if it deems it necessary in the Customer's interests, to postpone the fulfillment of the market orders up to 30 minutes. Bank ICBC (JSC) shall not be entitled to postpone the fulfillment of the market orders, if the Customer insists of their prompt fulfillment.

19.18. The market orders shall be fulfilled by Bank ICBC (JSC) only by way of acceptance of the best firm quotation of the other market participant within the on-exchange trading available for Bank ICBC (JSC) as of the turn of such order. The best price available for Bank ICBC (JSC) shall be the price of the best offsetting order for the time being within such on-exchange trading.

19.19. The limited orders shall be fulfilled by Bank ICBC (JSC) depending on the current market situation by any of the following ways:

- acceptance of the firm quotation of the other market participant;
- setting of its own firm quotation by Bank ICBC (JSC);

regular market monitoring in search of the firm quotation complying with the terms of the order.

19.20. The orders submitted to the auction selling or special trading session carried out under the specific rules shall be fulfilled in accordance with the auctioning regulation or specific trading session regulation, as the case may be.

19.21. The fulfillment of the limited order shall be guaranteed by Bank ICBC (JSC), provided always that such order corresponds to the price conditions of the market.

19.22. Unless otherwise provided for by the Customer's instruction, Bank ICBC (JSC) shall have the right to fulfill partially any of the orders.

19.23. The fulfillment of any order for the transaction out of the on-exchange trading shall be guaranteed by Bank ICBC (JSC), provided always that the terms of such order correspond to the respective market customary business practices.

19.24. Bank ICBC (JSC) shall proceed to the fulfillment of the stop order only upon achievement by the market of the price specified in the stop order. The stop order shall be shifted to the ordinary market or limited orders to prompt fulfillment of which Bank ICBC (JSC) proceeds in case of single achievement of the specified price.

19.25. The confirmation of fulfillment or non-fulfillment of the order within the trading day shall be provided in response to the Customer's request. Unless otherwise agreed upon between Bank ICBC (JSC) and the Customer, the confirmation shall be provided in the same manner as the order was accepted or the request was sent. In case of impossibility to send the confirmation in the same manner Bank ICBC (JSC) shall send it using the promptest means available.

## **Chapter 20 Transaction settlement**

20.1. Any transaction request in all of the cases is an order for Bank ICBC (JSC) to settle a transaction at the expense of the Customer in accordance with these Terms and Conditions.

20.2. Settlement for any transactions during on-exchange trading is performed by Bank ICBC (JSC) in the manner and within the timeframe established by rules of the exchange. Settlement for any transactions outside of the on-exchange trading is performed in the manner and within the timeframe established by the agreement between Bank ICBC (JSC) and the third party (counterparty) which takes part in this transaction.

20.3. In order to perform transaction settlement Bank ICBC (JSC) follows all rights and obligations which arise in relation to counterparty, on-exchange trading organizers and other third parties who are instrumental for the transaction (depositories, registrars, etc.) and as the result of such transactions based on the order, also performs such actions:

delivery or acceptance of securities;

transfer or acceptance of funds as payment for securities;

payment of fees and tariffs set by on-exchange trading organizers;

any other actions required in accordance with Rules set by the respective on-exchange trading organizers, current business practices or terms of the contract concluded with the counterparty.

20.4. Settlement for any transactions during on-exchange trading in accordance with the Customer's request is performed by Bank ICBC (JSC) using funds and securities available on the specialized account used for payments related to Customer's securities and previously reserved for use in transactions during this on-exchange trading in accordance with procedures stated in chapters 16 and 17 of these Terms and Conditions.

20.5. Settlement for transactions during any on-exchange trading is performed only using funds previously reserved for use in transactions during this on-exchange, and if the amount of such funds is insufficient – using any other funds available for the purpose of performing payments related to Customer's securities.

## **Chapter 21 Special cases of performance of transactions by the Bank ICBC (JSC)**

21.1. Unless otherwise stipulated in the agreement for brokerage services on the securities market concluded between the Customer and Bank ICBC (JSC) Customer authorizes Bank ICBC (JSC) to perform transactions on behalf of Customer using Customer's funds without Orders in case of a prolonged (more than one calendar week) absence of funds on the account used for payments related to Customer's securities which causes Bank ICBC (JSC) to be unable to receive its own remuneration or to compensate its expenses caused by tariffs set by third parties, participation of which is required in order to conclude and settle



previously performed transactions. In such a case Customer authorizes Bank ICBC (JSC) to sell any part of Customer's securities at its own discretion in order to achieve the balance of the account used for payments related to Customer's securities which covers all outstanding liabilities of the Customer.

21.2. Bank ICBC (JSC) performs transactions mentioned in this chapter as if it had received an order from Customer to sell securities at a market price.

21.3. In order for Bank ICBC (JSC) to be able to follow orders, mentioned in the clause 21.2 of these Terms and Conditions Client authorizes Bank ICBC (JSC) in advance by drawing up the letter of authority in accordance with Annex 20 or Annex 21 to these Terms and Conditions or the letter of authority drawn up in the arbitrary for which grants same power.

## **Section VI Reporting and communication**

### **Chapter 22 Business record and reporting of ICBC Bank**

22.1. Business record, prepared on Customer's request, is carried out by Bank ICBC (JSC) separately from transactions carried out on request of other customers, as well as transactions conducted at the expense of Bank ICBC (JSC) itself.

22.2. Bank ICBC (JSC) provides the Customer with the following types of reports

The report on transactions and securities transactions made on behalf of the Customer during the day. This report is daily. (Annex 22)

The account statement on Customer's transactions and securities transactions. The report is drawn for a month (quarter). (Annex 23)

22.3. Reports are provided by Bank ICBC (JSC) separately for each trading system and over the counter.

22.4. The daily report contains information on transactions and securities transaction or derivative instruments, performed by Bank ICBC (JSC) on behalf of the Customer during the day.

22.5. The daily report is sent by Bank ICBC (JSC) on Customer's request not later than the end of the business day following the day of request receipt.

22.6. If the Customer is a professional securities market participant or a banking company, the daily report is sent to him on a mandatory basis not later than the end of the business day following the reporting day.

22.7. Account statement on Customer's transactions and securities transactions or derivative instruments for a month (quarter) contains information on balances and cash flows, securities and derivative instruments for the reporting period.

22.8. If Bank ICBC (JSC) does not send the Customer the daily report, then on Customer's request information on each transaction and securities transactions or derivative instrument carried out during the reporting period may be included into the account statement on Customer's transactions and securities transactions or derivative instruments for a month (quarter).

22.9. The account statement on Customer's transactions and securities transactions or derivative instruments is provided subject to a non-zero balance on the Customer's brokerage account at the following intervals:

1) At least once per month - in case of carrying out of at least one transaction with cash and securities transactions on behalf of the Customer during the previous month.

2) At least once per every three months - in the absence of cash and securities flows during this period.

22.10. Bank ICBC (JSC) prepares for the Customer the monthly report not later than the tenth business day of a month following the reporting month. Issuance of the monthly report to the Customer is carried out on their request.

22.11. On Customer's request Bank ICBC (JSC) may give the broker's report for any period specified by the Customer, as well as a copy of the report provided previously.

22.12. Provision of the report to the Customer, except for the issuance of the original report to the Customer, also shall mean sending of the report by means of mail to the relevant Customer's reference details and sending of the report copy by means of email. A communication method, by means of which Bank ICBC (JSC) sends reports to the Customer, is noted by the Customer in the customer information form.

22.13. The Customer is hereby notified that the email does not guarantee delivery or receipt of correct (undistorted by third parties) information and it does not exclude the access to information of third parties in case of sending by mail. The Customer hereby assumes the risk and waives claims against Bank ICBC (JSC) in case of the above stated situations, involving the use of email.

22.14. On Customer's request the report may be drawn in hard copy. If the report is drawn in hard copy, it shall be affixed with the seal of Bank ICBC (JSC), signed by the employee responsible for signing reports of Bank ICBC (JSC), as well as the employee responsible for keeping internal records. In case of reports' provision in electronic form, the report shall contain the job title and surname of the employee of Bank, who is responsible for keeping internal records.

22.15. Certified by Bank ICBC (JSC) original reports in hard copy are available at the office of Bank ICBC (JSC). Bank ICBC (JSC) has the right to delay the provision to the Customer of the original reports about transactions in hard copy, copies of which had been previously sent to the Customer by one of the remote means of communications until the Customer shall fulfill their responsibility to provide Bank ICBC (JSC) with the original documents sent earlier using one of the remote means of communications.

22.16. In the case Bank ICBC (JSC) does not receive the report within the time limits established by the Terms and Conditions, the Customer shall notify Bank ICBC (JSC) by submitting an application or sending a message via email.

22.17. If within seven business days from the date of expiry of report's preparation by Bank ICBC (JSC) the Customer has not informed about their failure to receive it or has not provided reasonable written claims on its contents, the report shall be deemed accepted by the Customer without objections, and the Customer is not entitled to rely in the future on such a report as on a report containing any discrepancies with the terms of Order for the transaction submitted by the Customer.

22.18. Written reports, signed by the authorized representative of Bank ICBC (JSC) is the primary document of the Customer confirming the amount of income and expenses during execution of transactions with financial instruments for tax liability purposes.

22.19. Information on the balance and securities flow contained in broker's reports is not a statement on securities account established in Depository of Bank ICBC (JSC). The Customer has the right to get the statement on his securities account established in Depository of Bank ICBC (JSC) in order established by the depository agreement.

22.20. Bank ICBC (JSC) provides the Customer with additional documents provided by the Tax Regulation of the Russian Federation: for legal entities invoices for all sums withheld from the Customer by Bank ICBC (JSC) in satisfaction of own tariffs and expenses provided for third parties. Private customers are provided with information on confirmation of expenses according to the form of information sheet TIPI -2.

### **Chapter 23. The procedure for providing information to the Customers**

23.1. In addition to the statements in Chapter 22 of the Terms and Conditions, Bank ICBC (JSC) prepares and offers, upon the request of the Customers, the following informational materials:

The official information of the trade organizer for all participants of the trade and their customers, including the official reports on the parameters of upcoming auctions (hereinafter referred to as the Stock Information);  
Results of daily trading (stock data);  
Information on changes in tariffs, as well as the conditions of work of the trade organizers.

This information is to be provided by Bank ICBC (JSC) by posting on the official website of Bank ICBC (JSC), automated distribution to the email address of the Customer, and when it is necessary (based on the Customer's written request) by sending per mail.

23.2. According to the Federal Law dated March 5, 1999, No. 46-FZ "On the Protection of Rights and Lawful Interests of Investors on the Securities Market", Bank ICBC (JSC) as a professional participant of the market shall provide the Customer with the following documents and information about itself upon the request:

Copies of the licenses for professional activity on the securities market;  
Copy of the state registration as the legal entity;  
Information about the body that issued the license for professional activity on the securities market (its name, address and phone numbers);  
Information about the authorized capital, amount of own funds and reserve fund.

23.3 When the Customer purchases the securities, Bank ICBC (JSC) provides:

Information about the state registration for issuing the securities and state the state registration number of the issue, and in the case of transaction related to the securities, the issue of which is not subject to the state registration in accordance with the requirements of Federal Laws, the Bank shall provide the identification number of such securities;

Information contained in the decision on issuance of the securities and in the prospectus;

Information about the prices and quotations of the securities on organized securities markets for the period of not less than 6 weeks prior to the request, if the securities are in the list of the trade organizer, or information about the absence of the securities in the list of the trade organizer;

Information about the prices, at which the securities are bought and sold by Bank ICBC (JSC) for 6 weeks prior to the request, or the information, confirming that such operations are not performed;

Information about the assessment of the securities by the rating agency recognized in accordance with the procedure established by the legislation of the Russian Federation.

If the Customer performs the alienation of the securities, Bank ICBC (JSC) provides:

Information about the prices and quotations of the securities on organized securities markets for the period of not less than 6 weeks prior to the request, if the securities are in the list of the trade organizer, or information about the absence of the securities in the list of the trade organizer;

Information about the prices, at which the securities are bought and sold by Bank ICBC (JSC) for 6 weeks prior to the request, or the information, confirming that such operations are not performed.

23.4. All the information listed in Items 23.2-23.3 of the Terms and Conditions shall be provided upon the Request of the Customer being executed in accordance with the following requirements:

The Request must be made in writing and contain the signature of the Customer, natural person, or signatures of authorized persons of the Customer, legal person, with the seal;

The Request must include:

Number and date of the agreement for brokerage services on the securities market;

List and scope of the required information (for example, when requesting the prices, there shall be indicated specific dates and specific types of the securities, the prices of which are interested to the Customers, if the information contained in the prospectus of the securities is requested, the Request indicates the names of the sections and paragraphs of the prospectus, etc.). If it is necessary, Bank ICBC (JSC) provides the Customer with the explanation in the form of Request;

Information about how the Customer shall get the reply to the Request (in person and against signed acknowledgement or by any authorized representative with the Power of Attorney, per mail with the notification, per e-mail with the subsequent delivery of the original not later than 14 calendar days after the date of the reply to the Request).

The Request must be addressed to Bank ICBC (JSC) and handed over by the Customer in hard copy in the following ways:

Per mail to the postal address of Bank ICBC (JSC) specified in Chapter 2 of the Terms and Conditions;

By personal delivery to the authorized officer of Bank ICBC (JSC).

23.5. The procedure for providing information by Bank ICBC (JSC):

Information shall be provided by Bank ICBC (JSC) to the Customer in the amount specified in the Request, but not more than the amount specified in Items 23.2-23.3 of the Terms and Conditions. The reply of Bank ICBC (JSC) indicates the source of the information provided.

Preparing the reply to the Request, Bank ICBC (JSC) shall use the following sources of information:

Documents, being received by Bank ICBS (JSC) from the Bank of Russia, the self-regulatory organization;

Information from the official web-sites of the Bank of Russia, self-regulatory organizations, stock exchanges (trade organizers), depositories;

Information from the websites of companies, news agencies;

Other sources of information.

If Bank ICBC (JSC) cannot obtain requested information from the sources listed above, Bank ICBC (JSC) informs the Customer about the lack of information and indicates the approximate date when such information may be obtained.

Bank ICBC (JSC) prepares the reply to the Request for information contained in Items 23.2-23.3 of the Terms and Conditions within five working days from the date of receipt of the Request by Bank ICBC (JSC).

The reply to the Request is to be made on paper with signatures of authorized persons and the seal, and shall be sent by Bank ICBC (JSC) within five working days from the date of receipt of the Request by one of the ways specified in the Request.

23.6. Any other information about the securities market, being provided by Bank ICBC (JSC) to the Customer without the Request, is the information provided on the basis of the current legal requirements in accordance with the agreement for brokerage services on the securities market, concluded with the Customer.

23.7. The Customer is entitled, due to the acquisition or disposal of the securities, to require Bank ICBC (JSC) to provide information in accordance with Federal Law and bears the risk of the consequences of failure to present such requirement.

## Section VII MISCELLANEOUS

### **Chapter 24. Remuneration of Bank ICBC (JSC) and expense reimbursement**

24.1. Unless otherwise is stipulated in a separate agreement between Bank ICBC (JSC) and the Client, Bank ICBC (JSC) shall collect daily reimbursement for all services provided, as stipulated in these Terms and Conditions. Therewith Bank ICBC (JSC) shall charge the

Client with the sum of reimbursement in accordance with Tariffs of Bank ICBC (JSC) listed in Annex 11 to the Terms and Conditions applicable at the moment of actual service provision, which form an integral part of the agreement of brokerage services on the securities market.

24.2. If Bank ICBC (JSC) approves several tariff plans as a part of the Terms and Conditions, Bank ICBC (JSC) shall charge the Client with the sum of reimbursement in accordance with one of these tariff plans at the option of the Client. The Client shall choose a tariff plan (change a previously chosen tariff plan) independently subject to additional requirements and restrictions set (published) by Bank ICBC (JSC). The Client shall choose a tariff plan by sending to Bank ICBC (JSC) an original Order Message in hard copy. A changed tariff plan may become effective only from the first day of the next calendar month after the month, in which Bank ICBC (JSC) receives the corresponding order message of the Client, unless otherwise is stipulated in a separate agreement between Bank ICBC (JSC) and the Client.

24.3. Applicable Tariffs of Bank ICBC (JSC) for the services set out in these Terms and Conditions are specified in Annex 11 to the Terms and Conditions. Bank ICBC (JSC) shall change and amend the Tariffs unilaterally, and such changes and amendments shall be put into effect in accordance with the rules of introducing changes and amendments to the Terms and Conditions at the initiative of Bank ICBC (JSC).

24.4. If necessary Bank ICBC (JSC) and the Client may agree upon the amount of reimbursement for the performance by Bank ICBC (JSC) of transactions and other operations. The amount of reimbursement shall be considered agreed upon, if Bank ICBC (JSC) executes an order of the Client, and additional instructions to such order contain Client's offers concerning the amount of reimbursement of Bank ICBC (JSC).

24.5. If Bank ICBC (JSC) has no instruction of the Client in respect of the applicable tariff plan (if there are several tariff plans), Bank ICBC (JSC) shall charge the Client with the sum of reimbursement in accordance with the tariff plan specified in Tariffs of Bank ICBC (JSC) as "Universal".

24.6. In all cases when Bank ICBC (JSC) executes a limited order of the Client outside organized markets at the price, which is more favorable for the Client, the Client shall pay to Bank ICBC (JSC) an additional reimbursement sum in the amount of 50% of the sum of additional revenue under such transaction.

24.7. Obligations of the Client in respect of payment of reimbursement to Bank ICBC (JSC) in accordance with the chosen tariff plan shall be performed after fulfillment of obligations in respect of payment of necessary expenses, and other services performed by Bank ICBC (JSC) under these Terms and Conditions. The necessary sum shall be retained from the Client's funds, which are credited or are to be credited to the Client's accounts for settlements in respect of securities in accordance with the Terms and Conditions. Bank ICBC (JSC) shall retain such funds independently.

24.8. Unless otherwise is stipulated in a separate agreement between Bank ICBC (JSC) and the Client, along with payment of remuneration to Bank ICBC (JSC) the Client shall reimburse expenses of Bank ICBC (JSC) incurred in connection with tariffs of third parties. Expenses of Bank ICBC (JSC) incurred in connection with tariffs of third parties shall mean in the context of the Terms and Conditions any charges and tariffs of third persons, whose participation is necessary for the conclusion or settlement of transactions and performance of other operations under the Terms and Conditions.

24.9. Expenses of Bank ICBC (JSC) incurred in connection with tariffs of third parties shall include following types of expenses:

commission charges levied by organizers of trading processes, within which the transaction in accordance with the Client's order was made, including commission charges of organizations performing clearing operations in respect of securities and funds for these organizers of trading processes – shall be charged in accordance with tariffs of organizers of trading process and clearing organizations involved;

expenses in connection with payment for financial information materials, provided by specialized information agencies on a paid basis, which were made available to the Client (Client's authorized persons) by Bank ICBC (JSC) in accordance with a special order of the Client – shall be charged in accordance with tariffs of corresponding agencies;

expenses in connection with sending reports to the Client via express mail – shall be charged in the amount sums of actual payments made in accordance with mail tariffs;

other expenses, if they are connected with the transaction (other operation) performed by Bank ICBC (JSC) to the benefit of the Client.

24.10. Sums of expenses of Bank ICBC (JSC) incurred in connection with tariffs of third parties shall be determined on the basis of invoices sent by third parties to Bank ICBC (JSC).

24.11. If at the moment of settlement with the Client under a transaction, execution of an Order for funds withdrawal or Order for crediting and reallocation of funds or securities corresponding invoices of third parties are not issued, Bank ICBC (JSC) shall block sums in the amount of assumed plan obligations of the Client in respect of reimbursement of such expenses in connection with corresponding organizers to Bank ICBC (JSC), with further retaining of such sums after issuance of invoices by third parties. If for any reason no invoices for the corresponding expenses are presented to Bank ICBC (JSC) within three months, Bank ICBC (JSC) shall cancel a block from the Position of the Client within corresponding on-exchange trading.

24.12. Unless otherwise is stipulated in a separate agreement between Bank ICBC (JSC) and the Client, at the moment of calculation of plan obligations Bank ICBC (JSC) shall use the exchange rate of third parties in respect of transfer of the Client's plan obligations sum to roubles, if tariffs of third parties are published in foreign currency (conditional currency unit). If such expenses are calculated and retained by Bank ICBC (JSC) in advance before issuance of an invoice by third parties, Bank ICBC (JSC) shall use the official exchange rate of the Bank of Russia on the corresponding day to transfer the Client's plan obligations sum to roubles.

24.13. Bank ICBC (JSC) shall use its official website to publish information on publicly announced tariffs of third parties connected with operations, which are subject of these Terms and Conditions. All interested parties shall have free access to this information.

24.14. Bank ICBC (JSC) shall independently charge the Client with the sum of reimbursement in accordance with Tariffs of Bank ICBC (JSC) and tariffs of third parties using Client's accounts for settlements in respect of securities opened under the Terms and Conditions.

24.15. If there are no funds on Client's accounts for settlements in respect of securities sufficient for fulfillment of obligations connected with payment of necessary expenses, including sums, which are to be retained in advance in accordance with clause 24.9 of the Terms and Conditions, Bank ICBC (JSC) shall have the right to suspend execution of any orders of the Client, except orders aimed at fulfillment of requirements of Bank ICBC (JSC),

and independently withdraw the abovementioned sums from any other account of the Client opened with Bank ICBC (JSC) on the basis of the Client's advance acceptance.

## **CHAPTER 25      Taxation**

- 25.1. In all cases the Customer shall bear full responsibility for compliance with the tax legislation of the Russian Federation.
- 25.2. Bank ICBC (JSC) shall act as a tax agent for the following Customers:  
legal entities and natural persons, that are not tax residents of the Russian Federation;  
natural persons, that are tax residents of the Russian Federation.
- 25.3. All transactions related to calculation, deduction, transfer of taxes and other actions related to taxation of the Customer, are executed in accordance with the legislation of the Russian Federation.
- 25.4. Taxation of foreign legal entities, that do not have status of residents of the Russian Federation, shall be regulated in accordance with the legislation of the Russian Federation and contracts (agreements) on avoidance of double taxation, concluded by the Russian Federation with other countries

## **Chapter 26    Notice to the Customer of Inadmissibility of Insider Dealing and Market Manipulation**

26.1. Bank ICBC (JSC) notifies the Customer that in accordance with the provisions of Federal law No. 224-Φ3 dated 27.07.2010 "On countering illegal use of insider information and market manipulation and on making amendments to certain legislative acts of the Russian Federation":

It is prohibited to use insider information:

- 1) in order to conduct transactions with financial instruments, foreign currency and (or) goods, to which insider information relates, for one's own account or for the account of a third party, except for transactions within the framework of the performance of obligations for the purchase or sale of financial instruments, foreign currency and (or) goods, the date of performance of which has come, if such obligation arose as a result of the operation carried out before the insider information became known to the person;
- 2) by way of transferring it to other person, except for cases of the transfer of this information to a person included in the insider list, in connection with the performance of obligations established by the Federal laws or in connection with the performance of employment duties or the performance of a contract;
- 3) by way of giving recommendations to third parties, encouraging them in other way to buy or sell financial instruments, foreign currency and (or) goods.

26.2. It is prohibited to take actions related to market manipulation in accordance with the Federal law No. 224-Φ3 dated 27.07.2010 "On countering illegal use of insider information and market manipulation and on making amendments to certain legislative acts of the Russian Federation".

26.3. In order to comply with the requirements established by the legislation to counter market manipulation and illegal use of insider information, the Customer is notified:



1) of the inadmissibility of the submission of orders to make transactions that may contain signs of actions, attributed by the legislation to market manipulation, as well as orders with the use of insider information;

2) of the need to notify Bank ICBC (JSC) of getting access to insider information, of the occurrence of circumstances as a result of which the Customer shall be included in or excluded from the insider list of Bank ICBC (JSC), as well as on the actual inclusion or exclusion of the Customer in or from the insider list of the third parties;

3) of the need to ensure that the information and documents passed to Bank ICBC (JSC) contain direct indication to the fact that this information or documents are insider or contain insider information;

4) of the personal responsibility of the Customer, including administrative and criminal, for the operation carried out by Bank ICBC (JSC) in the interests of the Customer, involving illegal use of insider information and (or) being a market manipulation, if the specified operation is carried out by order of the Customer.

26.4. Bank ICBC (JSC) shall have the right at own discretion to inspect any transaction or operation of the Customer in respect of which Bank ICBC (JSC) has reason to believe that this transaction or operation is aimed at market manipulation or is carried out with the use of insider information. In order to prevent and detect transactions and operations aimed at market manipulation or use of insider information, including while conducting the indicated inspection, Bank ICBC (JSC) is entitled to request from the Customer and the Customer is obliged to provide written explanations, documents and any other information requested by Bank ICBC (JSC) within five (5) business days. Bank ICBC (JSC) is entitled to send information about the conduction of such inspection and its results to the organizer of trading and the Bank of Russia.

26.5. When signing a contract for brokerage services on the stock market to the Terms and Conditions, the Customer is obliged to sign the Notice according to the form of Annex 24 to the Terms and Conditions.

## **Chapter 27 Confidentiality**

27.1. Bank ICBC (JSC) agrees to limit the number of its employees with an access to the Client's information to the quantity required for the fulfillment of obligations specified by these Terms and Conditions.

27.2. Bank ICBC (JSC) agrees to prevent disclosure of the information on transactions, accounts and corporate details of the Client to any third parties, except for the cases when such disclosure is expressly permitted by the Client or arises from the necessity to execute the order and in some cases stipulated by the legislation of the Russian Federation and regulations of the Bank of Russia.

27.3. The Client is advised that according to the legislation of the Russian Federation Bank ICBC (JSC) can be forced to disclose the information on the Client's transactions, accounts and other information about the Client to the competent authorities within a framework of their request.

27.4. The Client is obliged to abstain from transfer of any information that will become known to the Client in the process of execution of these Terms and Conditions without a preliminary consent of Bank ICBC (JSC) in writing.

## **Chapter 28 Liability of Bank ICBC (JSC) and the Customer**

28.1. Bank ICBC (JSC) shall bear the responsibility for any damages actually incurred by the Client due to the fault of Bank ICBC (JSC) as a result of Bank ICBC (JSC) failure to perform its obligations under the agreement for brokerage services on the securities market, if such failure is caused by forgery, falsification or gross error by the employees of Bank ICBC (JSC). In all other cases Bank ICBC (JSC) shall bear no responsibility for any damages incurred by the Client that aroused as a result of forgery or falsification in documents or disclosure (of passwords) used for message identification.

28.2. Bank ICBC (JSC) shall bear responsibility for any damages actually incurred to the Client as a result of any misuse by Bank ICBC (JSC) of the powers of attorney provided by the Client under these Terms and Conditions. Misuse of powers of attorney shall mean their use by Bank ICBC (JSC) in the purposes not stipulated by these Terms and Conditions.

28.3. The Client shall be liable to by Bank ICBC (JSC) for any damages incurred to by Bank ICBC (JSC) at the Client's fault, including the damages incurred as a result of failure to submit (or delayed submission) of any documents by the Client that shall be provided to Bank ICBC (JSC) under these Terms and Conditions, and for the damages incurred by Bank ICBC (JSC) as a result of any misrepresentation of information contained in the documents submitted by the Client.

28.4. Bank ICBC (JSC) should bear no responsibility for any consequences of the execution of order, commission, enforcement document or any other document creating the reason for any withdrawal of funds from the Client's account (including transfer or movement of cash) submitted by any non-authorized person, if according to the provisions of these Terms and Conditions as of the moment of execution Bank ICBC (JSC) was unable to establish the fact of issue of such commission or other document by a non-authorized person.

28.5. Bank ICBC (JSC) shall bear no responsibility for the damages inflicted by actions or failure to act by Bank ICBC (JSC) who relied upon orders (commissions, instructions) of the Client and its authorized persons on reasonable grounds, including the information that lost its authenticity due to the Client's delayed notification on relevant changes of Bank ICBC (JSC). Bank ICBC (JSC) shall bear no responsibility for failure to execute the commissions of the Client sent to Bank ICBC (JSC) with violation of terms and procedures stipulated by these Terms and Conditions.

28.6. Bank ICBC (JSC) shall bear no responsibility for failure to execute the Client's commission if such failure is caused by breakdowns (malfunctions) of computer networks, power mains or electric communication system, directly used for receipt of commissions or support of other procedures of security trading, as well as actions by the third parties, including organizations engaged in trading and clearing and settlement procedures during on-exchange trading.

28.7. Bank ICBC (JSC) shall bear no responsibility for safety of monetary funds and securities of the Client in case of bankruptcy (failure to fulfill its obligations) of any trading systems, including bankruptcy of organizations securing depositary and clearing and settlement procedures in such trading systems, if opening of accounts in such organizations and their use for the storage of the Client's monetary funds and securities is conditioned by the necessity to execute the Client's commissions.

28.8. Bank ICBC (JSC) shall bear no responsibility for the results of investment decisions taken by the Client based on analytical materials provided by Bank ICBC (JSC).

The Client is advised that investment activity bears the risk of the loss of expected revenue and loss of the whole sum of invested funds or some part of them.

28.9. In case of violation of terms during settlements, including violation of terms and completeness of payment requirement, the guilty Party shall pay a fine for each day of delay at the following amount:

- double refinancing rate of the Bank of Russia from the sum of indebtedness in rubles;
- Shibor overnight rate + 2% per annum from the sum of indebtedness in Chinese yuans;
- Libor overnight rate + 2% per annum from the sum of indebtedness in Chinese yuans;
- Euribor overnight rate + 2% per annum from the sum of indebtedness in euro;

28.10. The Client shall have no right to copy, reproduce and distribute any information materials received from Bank ICBC (JSC) in any form or any part of it among the third parties. Distribution of materials or any part of it in any form is a violation of these Terms and Conditions and imposes the liability specified by the legislation of the Russian Federation.

28.11. The Client shall be liable to Bank ICBC (JSC) for any disclosure and/or reproduction and/or distribution of information related to the operation of the specialized remote access system and information that can be disclosed and/or reproduced and/or distributed only on the permission by the trading authority based on a separate agreement entered into between the Client and the trading authority.

28.12. Bank ICBC (JSC) shall be liable for non-fulfillment of its obligations or improper fulfillment of its obligations only in case of fault.

## **Chapter 29. Force Major**

29.1. The Parties are exempt from liability for full or partial default in the performance of obligations under these Terms and Conditions, if such default resulted from force major circumstances arisen after accident of the Client to these Terms and Conditions, from emergency circumstances, which the Parties could not foresee or prevent by any reasonable measures. Force major circumstances include military operations, mass disorders, acts of God, strikes, revolutions, decisions of state authorities precluding performance of obligations under these Terms and Conditions. Certificates issued by competent authorities shall be due evidence of force major circumstances.

29.2. The Party, which is unable to perform its obligations under these Terms and Conditions as a result of force major circumstances, shall notify the other Party of such force major circumstances within three days, if this information is not generally known. This obligation shall be considered performed by the Client, if it sends a corresponding message to Bank ICBC (JSC) by post previously providing a copy of this message to Bank ICBC (JSC) by fax. This obligation shall be considered performed by Bank ICBC (JSC), if Bank ICBC (JSC) publishes a message about force major circumstances on the official website of Bank ICBC (JSC) in the Internet.

29.3. Non-provision or untimely provision of a notification of force major circumstances shall entail loss of the right to rely on these circumstances as a reason for exemption from liability.

29.4. When force major circumstances cease to have effect, the Parties shall continue to fulfill their obligations under the Terms and Conditions in full.

### **Chapter 30. Submission of claims and dispute settlement**

30.1. All disputes and controversies between Bank ICBC (JSC) and the Client concerning provision by Bank ICBC (JSC) of services on the securities market and performance of other actions under the Terms and Conditions shall be settled via negotiations.

30.2. Bank ICBC (JSC) shall accept Clients' complaints regarding undue execution of submitted orders within two business days from the moment of sending a report to the Client.

30.3. Sending a report to the Client (along with provision of the original) shall mean sending a copy of the report by e-mail to the addresses provided by the Client to Bank ICBC (JSC), or any other means used by Bank ICBC (JSC) subject to the Client's consent.

30.4. Unless otherwise stipulated by the rules of the exchange, if a dispute may not be solved via negotiations, such dispute between Bank ICBC (JSC) and the Client shall be submitted to the Moscow Arbitration Court or Taganskiy District Court of Moscow subject to jurisdiction. Disputes concerning consumer rights protection shall be considered in accordance with the procedure established by laws of the Russian Federation.

### **Chapter 31. Changes and amendments to the Terms and Conditions**

31.1. Bank ICBC (JSC) shall introduce changes and make amendments to the Terms and Conditions, including Tariffs of Bank ICBC (JSC) (tariff plan for services on the securities market), and introduce new Tariffs (tariff plans for services on the securities market) unilaterally and at its own discretion.

31.2. Changes and amendments to the Terms and Conditions made by Bank ICBC (JSC) in connection with changes in laws and Rules of on-exchange trading shall become effective simultaneously with publication by Bank ICBC (JSC) of changes and amendments to the Terms and Conditions, but not earlier than entry-into-force of the corresponding changes of laws and(or) rules of the exchange.

31.3. Bank ICBC (JSC) shall observe a compulsory procedure on prior disclosure of information necessary for the effectiveness of changes and amendments to the Terms and Conditions, which are not connected with changes of laws of the Russian Federation, legal regulations of the Bank of Russia, rules of the exchange. Bank ICBC (JSC) shall observe procedure on prior disclosure of information not later than:

on the calendar day preceding the day of effectiveness of changes and amendments connected with services of Bank ICBC (JSC) in relation to securities upon initial public offering, if Bank ICBC (JSC) did not provide any services in respect of such securities;  
ten calendar days before the day of effectiveness of changes and amendments – in other cases.

31.4. All changes and amendments to the Terms and Conditions from the effective date and subject to compliance with procedures set out in this chapter shall be equally binding on all persons, who concluded a brokerage agreement, including if earlier than the effective date of changes. If the Client disagrees with changes or amendments to the Terms and Conditions introduced by Bank ICBC (JSC), the Client shall be entitled to terminate the brokerage agreement before such changes or amendments become effective.

31.5. Prior disclosure of information shall be performed by Bank ICBC (JSC) via compulsory publication of a message with the full text of changes on the official website of Bank ICBC (JSC) in the Internet.

31.6. Disclosure of information, as stipulated by clause 31.5 of the Terms and Conditions, at the discretion of Bank ICBC (JSC) may be supplemented by notification of Clients by post, e-mail to the addresses provided by Clients to Bank ICBC (JSC) in accordance with the procedure established by the Terms and Conditions.

31.7. The Client shall independently monitor corresponding information (messages) concerning changes of the Terms and Conditions and Tariffs of Bank ICBC (JSC), and tariffs of third parties on the website of Bank ICBC (JSC) in the Internet. The Client is also responsible for receipt of information on changes of the Terms and Conditions and Tariffs of Bank ICBC (JSC), and tariffs of third parties.

## **Chapter 32. Final provisions**

32.1. These Terms and Conditions shall become effective ten calendar days after approval.

32.2. If any provisions of the Terms and Conditions contradict provisions of laws of the Russian Federation, applicable laws of the Russian Federation shall prevail.

**Declaration  
on the risks, arising in the course of work at the security market and  
forward market**

By signing of this Declaration on the risks, arising in the course of work at the security market and forward market (hereinafter - Declaration), the Client confirms that he is aware of all the information, specified in the Declaration, and assumes all possible risks, inter alia, which are not specified directly in this Declaration, connected with the execution of operations at the security market and forward market.

Purpose of the Declaration is to provide the Client information concerning the risks connected with the execution of operations at the security market and forward market, Client's funds accounting procedure, as well as to warn concerning possible losses at the security market and forward market.

Some types of risks may be not reflected in the Declaration due to the diversity of occasions, taking place at the security market and forward market.

This Declaration has no purpose to cause you to refuse from the operation execution at the security market and forward market, its purpose is to help you to assess the risks of this type of activity and be scrupulous about the settlement of the questions, connected with the choice of your investment strategy.

For the purpose of this Declaration, the term 'risk in the course of operation execution at the security market and forward market' means a possibility of occurrence of the event, entailing losses and profit insufficient receipt by the Client.

Risk classification may be performed by different means, in particular, as follows:

By sources of origination:

systemic risk - risk, connected with the functioning of the system in the whole, whether it is a banking system, depository system, trading system, clearing system or other structures, consisting security market and forward market.

non-systemic (individual) risk - risk of the particular member of the security market: investor, broker, trust manager, trading site, depositor, bank, issuer, security market regulator etc.

By risk factors:

economic risk - risk of occurrence of unfavorable event of economic character. Such risks include the following:

price risk - risk of losses due to adverse change of prices;

currency risk - risk of losses due to adverse currency effect;

interest risk - risk of losses due to the interest rate negative change;

inflation risk - risk of decrease of cash purchasing power;

liquidity risk - possibility of occurrence of possible difficulties with sale and purchase of the asset in a certain period of time.

credit risk - risk of losses due to the partial or total failure by the counterparty to the deals or securities issuer to execute its obligations against the Client. For example, insolvency of the purchaser, bond issuer etc;

legal risk - risk of legislative change (legislative risk) - possibility of losses because of adoption of new or amendment (rejection) of existing regulatory acts, inter alia, tax ones. Legal risk also includes a possibility of losses due to the absence of statutory and regulatory enactments, regulating the activity at a security market in some its sector;

social-political risk - risk of radical change of political and economical situation, risk of social instability, inter alia, strikes, risk of commencement of hostilities;

criminal risk - risk, connected with unlawful acts of third parties and (or) employees of ICBC Bank (JSC), for example, such as falsification of securities, issued in hard copy, fraud, unauthorized access to the computer systems and confidential information etc;

operational (technical, technological, human resource) risk - risk of direct and indirect losses due to the faults of informational, electric and other systems, or due to the faults, connected with the imperfection of market infrastructure, inter alia, operation execution procedure, management procedure, accounting and monitoring, or due to the actions (inaction) of the staff;

natural risk - risk, not depending on the human activity (risk of the acts of God: earthquakes, floods, hurricanes, typhoons, lightning strikes etc);

technology-related risk - risk, generated by the human activity: emergency situations, fires etc.

By economic consequences for the Client:

income loss risk - possibility of occurrence of the event, which entails partial or total loss of expected income from the investments;

risk of loss of the invested funds - possibility of occurrence of the event, which entails partial or total loss of the invested funds;

risk of losses, exceeding the invested amount - possibility of occurrence of the event, which entails not only total loss of the expected income and invested funds, but also the losses, exceeding the invested amount.

By connection of the Client with the risk source:

direct risk - risk source is directly connected with some relations of the Client;

indirect risk - possibility of occurrence of the event, unfavorable for the Client, in the source, which is not directly connected with the Client, but which entails a chain of events, finally, leading to the losses of the Client.

Hereby ICBC Bank (JSC) informs you that ICBC Bank (JSC) provides the services, described in the Regulations of the services, provided by ICBC Bank (JSC) at the security market (hereinafter - Regulations), to the third parties, as well as accepts instructions from the third parties in the frameworks of the broker services, provided by it, and conducts dealings and other operations with the securities and (or) forward contracts on behalf of the third parties and on its own behalf in the form of combination of different types of professional activities in accordance with the applicable law of the Russian Federation.

Hereby ICBC Bank (JSC) notifies you that the deals and other operations with securities and (or) forward contracts on behalf of the third parties and on its own behalf may form a conflict between property interests and other interests of ICBC Bank (JSC) and the Client.

In the course of execution of the forward dealings, the following additional risks shall emerge:

In case if such a situation develops at the forward market, which is unfavorable for the position taken by the Client, there is a possibility to lose (in a relatively short period of time)

all the funds, submitted by you to ICBC Bank (JSC) and meant for the depositing as a collateral on the positions, opened at the forward market in accordance with your instructions.

In case of price movement unfavorable for you for the maintenance of the position, taken at the market, you may be required to deposit additional funds (variable margin, additional collateral etc) of significant amount and in a short term, and if you are not able to deposit the funds in specified terms, your position (in cases, provided by the Regulations) may be forcefully liquidate at a loss, and you shall bear responsibility for any losses, formed due to this.

If securities were deposited as a collateral, then after the execution of the dealings, in cases, provided by the trade rules and Regulations, these securities may be distrained and they may be realized.

As a consequence of the conditions, existing at the forward market, it may be difficult or impossible to close the position, opened by you. Such a situation may occur, for example, when in case of rapid price change, bargaining at the forward market is limited or suspended.

Stop-instructions, aimed at the limitation of the losses, do not always limit the losses up to the preliminary calculated level, as in case of rapid price change at the market, price of the dealing execution may differ from the stop-price for the worse.

Amount of the possible losses in case of purchase at option shall not increase an amount of premium, paid by you, plus ICBC Bank (JSC) commission. In case of sale of option, your risk is comparable with the risk of futures contract deals - in case of relatively small unfavorable movement of prices at the market, you are at risk of potentially unlimited losses, exceeding the premium, received after the sale of options. Execution of dealings on the option sale may be recommended only to the experienced investors, having significant financial possibilities and experience.

Insolubility of ICBC Bank (JSC) may entail closing of your positions without your consent. Contract performance bonds from the part of the stock exchange are applicable only to the mutual obligations between the Stock Exchange and ICBC Bank (JSC).

Your funds may be recognized at the accounts of the Accounting Authorities, organizing the bargaining, together with the funds of other clients, therefore, there is a risk of usage of your funds in the result of fault or software breakdown, independently on the provision by you of such a right.

In accordance with the Regulations, you may provide ICBC Bank (JSC) a right to use your monetary funds on its behalf. At that, ICBC Bank (JSC) guarantees you the performance of your Instructions at the expense of specified monetary funds and its return upon your request.

Internal accounting of the monetary funds of each client is performed separately in accordance with the Regulations and internal regulatory documentation of ICBC Bank (JSC).

You have a possibility to execute operations, connected with a purchase of foreign securities and (or) conclusion of the contracts, which are considered to be derivative financial instruments, basic assets of which are the securities of the foreign issuers indices, calculated under such securities (hereinafter derivative financial instruments with foreign basic asset). Foreign securities may be purchased at the Russian stock market. Operations with foreign securities and conclusion of above-specified contracts are connected with the risks, typical for the operation at the market of securities and derivative financial instruments.

At the same time, there are peculiarities and special risks, conditioned by the foreign origin of the securities and (or) basic asset.



General risks, connected with the purchase of the foreign securities and (or) conclusion of the contracts, which are considered to be derivative financial instruments, basic assets of which are the securities of the foreign issuers indices, calculated under such securities (hereinafter derivative financial instruments with foreign basic asset).

### **Systemic risks**

With respect to foreign securities and (or) to the underlying asset of derivative financial instruments - securities of foreign issuers and indices calculated on such securities, the systemic risks common for the Russian stock market are complemented by similar systemic risk inherent in a country where corresponding foreign securities are issued or traded. The main factors affecting the level of systemic risk in general are the political situation, specific national legislations, currency regulation and the likelihood of their change, the state of public finances, the presence and degree of development of the country's financial system, the location of a person obliged by a foreign security.

The level of systemic risk can also be affected by many other factors, including the probability of restrictions on investment in certain sectors of the economy or the probability of simultaneous devaluation of the national currency. A common integrated system of risk assessment of investments in foreign security is a "sovereign rating" in foreign or local currency assigned to the country in which the issuer registered by the international rating agency MOODY'S, STANDARD & POOR'S, FITCH IBCA, however, it should be noted that ratings are only guidelines and could fail to correspond to the real situation at a certain moment.

In the case of transactions with foreign depositary receipts in addition to the risks associated with the issuer of the receipts itself, it is necessary to take into account the risks associated with the issuer of these receipts representing foreign securities.

Currently, legislation allows Russian investors, including non-qualified, to purchase foreign securities admitted to public placement and (or) public circulation in the Russian Federation, both abroad and in the Russian Federation, and also allows Russian depositories to keep a record of rights for such securities. The legislation also allows for the possibility for Russian investors to conclude contracts that are Russian derivative financial instruments, which underlying assets are foreign securities of foreign issuers or indexes calculated on such securities. Meanwhile, there are risks of changes in regulatory approaches to the ownership and transactions, as well as to the accounting of rights to foreign financial instruments, which may result in the need of their alienation contrary to your plans.

### **Legal risks**

When purchasing foreign securities and (or) foreign financial instruments which are the underlying assets of derivative financial instruments one needs to be aware that they are not always the same as Russian securities. In any case, the rights they grant and the rules for their implementation may differ substantially from the rights under Russian securities and financial instruments.

The possibilities of judicial protection of rights under foreign securities and (or) derivative financial instruments with foreign underlying assets may be significantly limited by the need to appeal to foreign judicial or law enforcement authorities according to the established rules, which may differ materially from those applicable in the Russian Federation. In addition, in transactions with foreign securities and (or) derivative financial instruments with foreign

underlying assets in most cases you will not be able to rely on the defense of your rights and legitimate interests by Russian authorized bodies.

### **Disclosure of Information**

The Russian law allows the disclosure of information in respect of foreign securities and (or) foreign securities being the underlying asset of derivative financial instruments according to the rules applicable abroad, and in English. You should assess your willingness to analyze the information in English, as well as whether you understand the difference between the rules of financial reporting adopted in the Russian Federation, International Financial Reporting Standards, or financial reporting rules used by the issuer of foreign securities to publish its information.

Also, the Russian organizers of trade and (or) brokers can translate some of the documents (information) disclosed by a foreign issuer for your convenience. In this case, the translation may be perceived solely as supporting information to the officially disclosed documents (information) in a foreign language. You should always consider the likelihood of an interpreter's errors, including those related to possible different translations of the same foreign words and phrases, or the lack of generally accepted Russian equivalents.

### **Specific risks associated with derivative securities**

In addition to the risks described above and associated with the foreign origin of the underlying asset, specific risks inherent in derivative financial instruments may have a great impact as well.

These tools are not suitable for all clients. Moreover, some kinds of derivatives involves a great risk than others. So, when buying an option contract a customer losses will not exceed the amount of the premium paid, fees and expenses related to their execution. Sale of options contracts from the perspective of a customer's risk and the conclusion of futures contracts, forward contracts and swap contracts are comparable - with relatively small adverse market price fluctuations you are at risk of significant losses, while in the case of sale of futures and forward contracts and the sale of purchase options (call options) you will be at risk of unlimited losses. With this in mind, transactions for the sale of option contracts and the conclusion of futures and forward contracts can be recommended only for experienced investors with significant financial capacity and practical knowledge in the application of investment strategies.

This declaration also applies to derivative financial instruments aimed at reducing the risk of other transactions on the stock market. You should carefully assess how your financial derivatives relate to transactions for which you intend to limit the risks and make sure the volume of your positions on the futures market corresponds to the volume of positions in the spot market you hedge.

### **Market (Price) Risk**

In addition to the general market (price) risk, which is borne by the client, operating on the securities market, you, in case of the conclusion of futures, forward and swap agreements (contracts), as well as in case of sale of option contracts, will bear the risk of adverse price change both for financial instruments that are the underlying asset of derivative financial instruments and risk for the assets that serve as a pledge.

In case of unfavorable price change, you can in a relatively short period of time lose money used as a pledge for derivative financial instruments.

### **Market Liquidity Risk**

If your investment strategy provides for the possibility of the need to close positions under

a relevant contract (or to enter into transactions with any other contract, which reduces the risk for this contract), please pay attention to the liquidity of the relevant contracts, as the closing of positions on illiquid contracts can lead to significant additional losses due to their low liquidity. Note that, as a rule, contracts with more distant maturities are less liquid compared with contracts with shorter dates.

If you concluded the contract, being a derivative financial instrument, is illiquid, and you have a need to close a position, be sure to consider in addition to the closing the position under the contract alternative options of risk exclusion by entering into transactions with other derivative financial instruments or underlying assets. Using alternatives can lead to smaller losses.

At that, difficulties with the closing positions and the loss in value may lead to an increase in losses compared with conventional transactions.

Your instructions to limit losses may not always limit losses to the intended level, since under the prevailing market situation, the execution of such instruction at the price specified by you may not be possible.

**Limitation of using funds used as a pledge**

The property (part of property) owned by you as a result of the conclusion of the agreement being a derivative financial instrument, will be a pledge of your obligations under the contract and the disposal thereof, that is, the possibility of making your transactions with this property will be limited. The pledge amount changes in the manner prescribed by the contract (contract specification), and as a result you may be limited in your ability to dispose your property to a greater extent than before the conclusion of the contract.

**The risk of forced closing a position**

Adverse changes in prices may lead to the need to deposit additional funds in order to bring the pledge in line with the requirements of the regulations and the brokerage contract, which must be done in a short period of time, which may not be enough for you. ACBC Bank (JSC) in this case may, without your additional consent "forced to close the position," i.e. to conclude an agreement, which is a derivative financial instrument, or to purchase securities at the expense of your money, or sell your securities. This can be done at the existing prices, including disadvantageous ones, and cause losses for you.

Compulsory closing of positions is aimed at risk management. You can incur significant losses, despite the fact that after that, the change in prices for financial instruments may be favorable for you, and you would have received an income if your position has not been closed.

The declaration is made in two copies having equal legal force, one of which is with the Client, the other - in ACBS Bank (JSC).

By signing this Declaration, the Client confirms that he accepts the risks that arising from conducting transactions associated with investing in securities and derivative financial instruments.

The list of the above-mentioned risks is not exhaustive, in what connection, the Client may carry additional risks associated with the transactions in the market of securities and financial instruments of time bargains.

"I have read and understood this Declaration of the risks associated with the transactions

in the securities market and futures market. I am aware of the real risks when making investment decisions".

The Client: \_\_\_\_\_

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

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

Annex No 2 to the Terms and Conditions  
for ICBC Bank Brokerage Services on the  
Securities Market

## Consent to the Processing of Personal Data

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

I, \_\_\_\_\_  
*full name of the individual*

Month, day, year of birth \_\_\_\_\_

Place of birth \_\_\_\_\_

Identity document \_\_\_\_\_

N o. \_\_\_\_\_ Issued  
by: \_\_\_\_\_  
*date of issue of the document, authority*

Registered at: \_\_\_\_\_  
*(registration address/location)*

Hereby I give my consent to Bank ICBC (JSC) to processing and verification of my personal data for the purpose of control of their conformity with the requirements of Bank ICBC (JSC) and also express my consent to collection, storage, distribution, processing, including automated processing, by Bank ICBC (JSC) of my personal data I have provided in this Consent to Personal Data Processing in accordance with the requirements established under the applicable legislation of the Russian Federation.

I grant Bank ICBC (JSC) the right to process my personal data in any manner selected by Bank ICBC at its discretion and, if necessary, transfer it to any third parties under the requirements of the legislation of the Russian Federation.

The term of the Consent to the Processing of Personal Data is from the signature of this Consent till the expiry of the agreement for brokerage services on the securities market, as well as for five years after the expiry.

The Consent to the Processing of Personal Data may be withdrawn under the applicable legislation of the Russian Federation subject to a written notice to Bank ICBC (JSC) from the individual executed in a free form.

On behalf of the Customer \_\_\_\_\_ / \_\_\_\_\_ /  
*signature Name*

### Bank ICBC (JSC)

Acceptance date and time: \_\_\_\_\_ 20\_\_ \_\_\_\_\_

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



Annex No 3 to the Terms and Conditions  
for ICBC Bank Brokerage Services on the  
Securities Market

### CUSTOMER INFORMATION FORM FOR A LEGAL ENTITY

Full and abbreviated (if any) company name including name in a foreign language		
Corporate form		
Taxpayer identification number or foreign company code		
Registration number (OGRN)		
Jurisdiction		
Date of State registration		
Place of State registration		
Name of registration authority		
LEI (Legal Entity Identifier)		
Location address		
Mailing address		
Federal state statistical monitoring form codes (OKPO, OKATO, OKVED)		
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 the necessary item with X or V)	Yes	No
Other ruble details for yield transfer		
Settlements in foreign currency (in US dollars, in euros, in yuans (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 the necessary item with X or V)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Registration as a professional securities market participant (check the necessary item with X or V)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Licenses of a professional securities market participant <sup>1</sup> :				
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 the necessary item with X or V):	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Copies of documents on tax benefits are enclosed on _____ pages <sup>2</sup>				
Correspondence delivery form (check the necessary item with X or V):				
<input type="checkbox"/>	mail	<input type="checkbox"/>	email	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>	personally	<input type="checkbox"/>
<input type="checkbox"/>				<input type="checkbox"/>
via an authorized representative				
Communications exchange form (check the necessary item with X or V):				
<input type="checkbox"/>	mail	<input type="checkbox"/>	email	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>	personally	<input type="checkbox"/>
<input type="checkbox"/>				<input type="checkbox"/>
via an authorized representative				
Purpose of form submission (check the necessary item with X or V):				
<input type="checkbox"/>	Primary filling up of the form		<input type="checkbox"/>	Modification of the form
<input type="checkbox"/>				

Additional information (pricing plan, etc.)	
---	--

We shall immediately notify Bank ICBC (JSC) in writing of any changes in the constituent and other documents necessary for opening an account and registration in Trading Systems 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	Signature sample	Position	Acting under (Articles of Association, Power of Attorney No)
	Seal imprint			

<sup>1</sup> The space shall be filled in if a license of a professional securities market participant is available  
<sup>2</sup> The space is filled in the event of tax benefits



Managing Director \_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*title signature Name*  
Representative acting under \_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*document name signature name*

L.S.

Date of filling in the Form \_\_\_\_\_, 20\_\_\_\_

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Annex No 4 to the Terms and Conditions  
for ICBC Bank Brokerage Services on the  
Securities Market

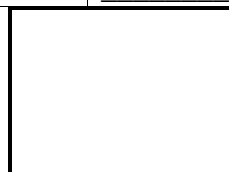
### CUSTOMER INFORMATION FORM FOR A NATURAL PERSON

Last name, name and (unless otherwise follows from the law or national practice) patronymic	
Date of birth	
Place of birth	
Nationality	
Address of the place of residence (registration)	
Address of the place of staying	
Mailing address	
Contact telephone and fax numbers	
E-mail	
Taxpayer status	
Taxpayer identification number	
Detail of the identity document:	
name	
series	
number	
date of issue	
authority which issued the document	
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	

<sup>3</sup>the space shall be filled in by an individual registered as an individual entrepreneur

license issue date							
issued by							
term							
list of activities subject to licensing							
Banking accounts details:							
Settlements in rubles: Beneficiary: Settlement account: Name of the bank, INN/KPP: Correspondent account: BIC:							
Use these details for yield transfer (check the necessary item with X or V)				Yes		No	
Other ruble details for yield transfer							
Settlements in foreign currency (in US dollars, in euros, in yuans (as applicable)): Beneficiary: Account of beneficiary: Name of the bank: Correspondent account of the bank:							
Use these details for yield transfer (check the necessary item with X or V)				Yes		No	
Other details in foreign currency for yield transfer							
Correspondence delivery form (check the necessary item with X or V):							
mail		email		personally		via an authorized representative	
Communications exchange form (check the necessary item with X or V):							
mail		email		personally		via an authorized representative	
Purpose of form submission (check the necessary item with X or V):							
Primary filling up of the form				Modification of the form			
Additional information (pricing plan, etc.)							
Sample signature of designated persons acting under the power of attorney:							
No.		Name		Signature sample		Power of Attorney	
						No. ___ dated _____, 20__	

Specimen  
personal  
signature:



(full name)

Date of filling in the Form \_\_\_\_\_, 20\_\_





Annex No 6 to the Terms and Conditions  
for ICBC Bank Brokerage Services on the  
Securities Market

Agreement for Brokerage Services on  
the Securities Market No \_\_\_\_\_  
dated \_\_\_\_\_

**Order No \_\_\_\_\_**  
**for Securities Transaction**  
dated \_\_\_\_\_

Customer: \_\_\_\_\_

Registration code \_\_\_\_\_

Order validity period (business days) \_\_\_\_\_

Hereby the Customer assigns Bank ICBC (JSC) to perform the following operations to the following extent and under the following price terms

Time	Issuer	Type, category, issue, tranche, series of security	Order type	Price per security	Price currency	Q-ty (pcs)	Trading site (market sector)

Additional conditions (if the settlement currency differs from the Russian currency, the full name of the currency shall be specified)

\_\_\_\_\_

Customer

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

L.S. full name

for office use of Bank ICBC (JSC) Ref No      Date _____, 20__ time (Moscow) _____ Order accepted by an employee of Bank ICBC (JSC) _____/_____ “Balance of Current Account permits” _____/_____ Execution date: _____, 20____
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Annex No 7 to the Terms and Conditions  
for ICBC Bank Brokerage Services on the  
Securities Market

Agreement for Brokerage Services on  
the Securities Market No \_\_\_\_\_  
dated \_\_\_\_\_

**Order No \_\_\_\_\_  
for withdrawal of monetary funds**

dated \_\_\_\_\_

Customer

Registration code \_\_\_\_\_  
Order validity period \_\_\_\_\_

Please, transfer to the specified account \_\_\_\_\_

Decreasing the balance of funds payable to me in the trading system:\*

\_\_\_\_\_

*\* specify the name of the trading system*

<input type="checkbox"/> in the clear	In the amount	_____	=	_____	
balance amount	of:	(amount in digits)		(currency)	

\_\_\_\_\_

(amount in words with currency indication)

Bank of beneficiary

\_\_\_\_\_

BIC of the bank of beneficiary	_____	_____	_____	_____
--------------------------------	-------	-------	-------	-------

Corr. account of the bank of beneficiary	_____	_____	_____	_____	_____	_____	_____	_____	_____
Beneficiary (Customer's name)	_____								
Beneficiary's TIN (10 digits for a legal entity)	_____	_____	_____	_____	_____	_____	_____	_____	_____

Settlement/Correspondent account of the recipient	_____	_____	_____	_____	_____	_____	_____	_____	_____
---	-------	-------	-------	-------	-------	-------	-------	-------	-------

Purpose of payment (No of card, No of personal account with the Bank, etc.)

Managing Director: \_\_\_\_\_ / \_\_\_\_\_

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

L.S.

<u>for office use of Bank ICBC (JSC)</u>	
Ref No	Date _____, 20__ _time (Moscow) _____
Order accepted by an employee of Bank ICBC (JSC)	
_____ / _____ /	
“Balance of Current Account permits”	
_____ / _____ /	
Execution date: _____, 20_____	



Annex No 8 to the Terms and Conditions  
for ICBC Bank Brokerage Services on the  
Securities Market

Agreement for Brokerage Services on  
the Securities Market No \_\_\_\_\_  
dated \_\_\_\_\_

**Order No \_\_\_\_\_**  
**for withdrawal of monetary funds**  
dated \_\_\_\_\_

Customer \_\_\_\_\_

Registration code \_\_\_\_\_

Order validity period \_\_\_\_\_

Registered at:

Passport  series  No

date of issue  issued by

Please, transfer to the specified account \_\_\_\_\_

Decreasing the balance of funds payable to me in the trading system:\*

\_\_\_\_\_

\* specify the name of the trading system

in the clear In the amount  =   
balance amount of: (amount in digits) (currency)

\_\_\_\_\_

(amount in words with currency indication)

Bank of beneficiary

BIC of the bank of beneficiary

Corr. account of the bank of beneficiary	<input style="width: 100%; height: 20px;" type="text"/>
Beneficiary (Customer's name)	<input style="width: 100%; height: 20px;" type="text"/>
Beneficiary's TIN (12 digits for a natural	<input style="width: 100%; height: 20px;" type="text"/>

person) 

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

Account of beneficiary: 

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

Purpose of payment (No of card, No of personal account with the Bank, etc.)

*Customer's signature:* \_\_\_\_\_ / \_\_\_\_\_ /

<u>for office use of Bank ICBC (JSC)</u>	
Ref No	Date _____, 20__ _time (Moscow) _____
Order accepted by an employee of Bank ICBC (JSC)	
_____ / _____ /	
“Balance of Current Account permits”	
_____ / _____ /	
Execution date: _____, 20_____	

Annex No 9 to the Terms and Conditions  
for ICBC Bank Brokerage Services on the  
Securities Market

Agreement for Brokerage Services on  
the Securities Market No \_\_\_\_\_  
dated \_\_\_\_\_

**Order No \_\_\_\_\_**  
**for Securities Purchase in Auction**  
dated \_\_\_\_\_

Customer: \_\_\_\_\_  
Registration code \_\_\_\_\_  
Order validity period \_\_\_\_\_

Hereby the Customer authorizes Bank ICBC (JSC) to purchase in auction \_\_\_\_\_, 20\_\_

Issuer's name \_\_\_\_\_

Securities (shares/bonds), issue No \_\_\_\_\_, category \_\_\_\_\_, series \_\_\_\_\_ in  
the following quantity and under the following terms:

Price, % of par value	Number, pcs	Provisions amount, RUB
Non-Competitive		

Competitive
-------------

Price, % of par value	Number, pcs	Provisions amount, RUB

Order validity period \_\_\_\_\_

Customer's signature \_\_\_\_\_ (\_\_\_\_\_)

L.S.

<u>for office use of Bank ICBC (JSC)</u>						
Ref No	Date	_____	_____	, 20__	time (Moscow)	_____
Order	accepted	by	employee	of	Bank	ICBC
(JSC)	_____	/	_____	/		
"Balance of Current Account permits"		_____	/	_____	/	
Execution date: _____, 20__						

Annex No 10 to the Terms and Conditions  
for ICBC Bank Brokerage Services on the  
Securities Market

Agreement for Brokerage Services on  
the Securities Market No \_\_\_\_\_  
dated \_\_\_\_\_

**Order No  
for cancellation**

dated \_\_\_\_\_

Customer

Registration code \_\_\_\_\_  
Order validity period \_\_\_\_\_

Please, cancel

<input type="checkbox"/>	Order _____ No. _____ No. _____ No. _____	dated _____, 20__ dated _____, 20__ dated _____, 20__
--------------------------	--	---

Timeframe for documents provision		Date	Time	Full name	Signature L.S.
Customer					
Bank ICBC (JSC)	accepted				
	completed				

<u>for office use of Bank ICBC (JSC)</u>	
Ref No	Date _____, 20__ time (Moscow) _____
Order accepted by an employee of Bank ICBC (JSC) _____ / _____ /	
“Balance of Current Account permits” _____ / _____ /	
Execution date: _____, 20__	

## **Tariffs for Brokerage Services**

1. These Tariffs shall determine the amounts and rates for the performance by Bank ICBC (JSC) of broker transactions upon orders of legal entities, natural persons and individual entrepreneurs that concluded an Agreement for Brokerage Services on the Securities Market with Bank ICBC (JSC) referred in the Tariffs as the Customers.

2. All commission tariffs and rates shall apply to transaction performed under the customary procedure. Bank ICBC (JSC) may provide additional paid services not provided for under these Tariffs subject to separate agreement with the Customers.

3. Brokerage fee is not subject to VAT. Fees of Bank ICBC (JSC) specified in the Tariffs may include value added tax (VAT).

4. Bank ICBC (JSC) shall charge remuneration simultaneously with the transaction. Bank ICBC (JSC) shall perform transaction on the Customer's orders only subject to the Customer's sufficient funds to pay for them.

5. Bank ICBC (JSC) shall charge remuneration from the Customer in accordance with the Tariffs of Bank ICBC (JSC) and any third parties provided for under the Terms and Conditions for provision by Bank ICBC (JSC) of services in the securities market independently without prior agreement with the Customer from the funds in the Customer's securities settlement account.

7. Bank ICBC (JSC) reserves the right to unilaterally modify the Tariffs informing the Customer by placement of information at the website ten calendar days before.

8. Bank ICBC (JSC) reserves the right to refund additionally to these Tariffs at the cost of the Customer all actual expenses arising in respect of transaction performed on the Customer's orders, including: fees of correspondent banks and third party banks, charges, duties, communication and mailing expenses, other extraordinary expenses, if any.

9. The following abbreviations and terms shall be used in this document:

% shall mean the volume of fee as percentage of the amount of the transaction performed (unless specified otherwise).%;

USD shall mean US dollar

EUR shall mean euro

CNY shall mean Chinese yuan

RUB shall mean Russian ruble

10. The commission fee of Bank ICBC (JSC) shall be accrued and charged on the daily basis from the customer's account following the results of the trading day.

11. The commission fee of Bank ICBC (JSC) shall be calculated in accordance with the tariff scale (without accumulated coupon income in bonds transaction). In calculation of the final commission fee of Bank ICBC (JSC) indicated in percentage form, rounding shall be performed to two decimal places in accordance with rounding principles.

12. Other services of Bank ICBC (JSC) related to the execution of the Customer's orders as part of brokerage services shall be paid by the Customer in accordance with the actual expenses suffered by Bank ICBC (JSC).

No.	SERVICES	Universal Tariff
1.	<b>Sale and purchase of state federal, subfederal, municipal and corporate securities (including shares) in the Moscow Exchange Group securities market, Daily turnover</b>	The fee shall be calculated based on the trading volume of transactions performed during the day separately in each currency. The fee shall be charged in the settlement currency for the transaction on the day of transaction settlement, %
1.1.	From 0 to 15,000,000 rubles up to 1,800,000 Chinese yuans up to 300,000 US dollars/Euro	0.02
1.2.	From 15,000,000.01 to 30,000,000 rubles from 1,800,000.01 to 3,600,000 Chinese yuans from 300,000.01 to 600,000 US dollars/Euro	0.015
1.3.	From 30,000,000.01 to 60,000,000 rubles from 3,600,000.01 to 7,200,000 Chinese yuans from 600,000.01 to 1,200,000 US dollars/Euro	0.009
1.4.	Over 60,000,000.01 rubles 7,200,000,01 Chinese yuans 1,200,000.01 US dollars/Euro	0.0065
2.	Sale and purchase of securities in the over-the-counter securities market	0.17% of the transaction amount but no less than 5000 rubles 300 CNY, 100 USD, 100 EUR (depending on the settlement currency)

Annex No 12 to the Terms and Conditions  
for ICBC Bank Brokerage Services on the  
Securities Market

On the organization's headed paper

**Power of Attorney**

Power of Attorney issue place \_\_\_\_\_ date \_\_\_\_\_ 20\_\_  
TIN (mandatory) \_\_\_\_\_

OKPO (mandatory) \_\_\_\_\_  
Unique identifier of a legal entity (for non-resident Customers)

Customer's securities account number \_\_\_\_\_

Customer \_\_\_\_\_  
→, \_\_\_\_\_ represented \_\_\_\_\_ by  
\_\_\_\_\_, acting  
under \_\_\_\_\_, (hereafter the Customer)  
authorizes Bank ICBC (JSC), 29, Serebryanicheskaya emb., Moscow, 109028, Russia TIN:  
7750004217, KPP: 775001001, OGRN: 1077711000157, perform the following actions on  
behalf of the Customer:

Receive repayment amounts, partial redemption of nominal value, coupon income on  
Bonds owned by the Customer outstanding in the formal market for securities as well as  
dividends on shares purchased by Bank ICBC (JSC) at the expense and on behalf of the  
Customer (transferred by the Customer to the Customer's securities account with Bank ICBC  
(JSC) for operation in the formal market for securities).

Bank ICBC (JSC) may perform all necessary actions to execute orders specified in this  
Power of Attorney.

This Power of Attorney shall be valid through \_\_\_\_\_, 20\_\_.

Managing Director: \_\_\_\_\_/\_\_\_\_\_

L.S.

Annex No 13 to the Terms and Conditions  
for ICBC Bank Brokerage Services on the  
Securities Market

### Power of Attorney

Power of Attorney issue place \_\_\_\_\_ date \_\_\_\_\_ 20\_\_

Customer's securities account number  
\_\_\_\_\_

I, \_\_\_\_\_,

living at: \_\_\_\_\_, passport: series

\_\_\_\_\_ No \_\_\_\_\_ issued by \_\_\_\_\_ on

\_\_\_\_\_, 20\_\_ (hereafter the Customer), authorize Bank ICBC (JSC), 29,

Serebryanicheskaya emb., Moscow, 109028, Russia TIN: 7750004217, KPP: 775001001,

OGRN: 1077711000157, perform the following actions on behalf of the Customer:

Receive repayment amounts, partial redemption of nominal value, coupon income on Bonds owned by the Customer outstanding in the formal market for securities as well as dividends on shares purchased by Bank ICBC (JSC) at the expense and on behalf of the Customer (transferred by the Customer to the Customer's securities account with Bank ICBC (JSC) for operation in the formal market for securities).

Bank ICBC (JSC) may perform all necessary actions to execute orders specified in this Power of Attorney.

This Power of Attorney shall be valid through \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
(full name)



Annex No 14 to the Terms and  
Conditions for ICBC Bank  
Brokerage Services on the  
Securities Market

**Recipient's name**

---

**NOTICE ON OPENING A SECURITIES SETTLEMENT ACCOUNT**

Please, be informed that a securities settlement account was opened with Bank ICBC (JSC) under Agreement for Brokerage Services on the Securities Market dated \_\_\_\_\_ No \_\_\_\_\_ :

3	0	6	0																
---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Assigned registration code:** \_\_\_\_\_

\_\_\_\_\_  
Signature of authorized employee of Bank ICBC (JSC) Last name, initials

Annex No 15 to the Terms and Conditions  
for ICBC Bank Brokerage Services on the  
Securities Market

On the organization's headed paper

**Power of Attorney**

Power of Attorney issue place \_\_\_\_\_ (issue date) \_\_\_\_\_ 20\_\_  
\_\_\_\_\_(hereafter \_\_\_\_\_ the  
Customer),  
(entity's name, location address TIN/KPP/OGRN)  
represented by \_\_\_\_\_, acting under \_\_\_\_\_,  
authorizes \_\_\_\_\_ passport \_\_\_\_\_, issued  
\_\_\_\_\_.

to deliver documents on behalf of the Customer and receive documents intended for the  
Customer which are related to servicing the Customer's securities settlement accounts including  
to receive reports and information on the Customer's operations, to submit orders on behalf of  
the Customer.

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

This Power of Attorney is issued (with power of substitution or without power of substitution)  
and shall be valid through \_\_\_\_\_, 20\_\_.

Managing Director: \_\_\_\_\_/\_\_\_\_\_ / \_\_\_\_\_/\_\_\_\_\_

L.S.

<p>for office use of Bank ICBC (JSC)</p> <p>Authorized employee of Bank ICBC (JSC) _____/_____ / _____/_____</p> <p>_____</p> <p>Name of the business unit of Bank ICBC (JSC)</p>
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**APPLICATION FOR OR CONFIRMATION OF PASSWORD RECEIPT**

– Password used to submit executive communications to Bank ICBC (JSC) orally by phone for the purpose of performance of securities transactions in accordance with Chapter 7 of the Terms and Conditions for provision by Bank ICBC (JSC) of services on the securities market has been received in a sealed envelop.

– Hereby I confirm my consent to use the earlier password to submit executive communications to Bank ICBC (JSC) orally by phone for the purpose of performance of securities transactions in accordance with Chapter 7 of the Terms and Conditions for provision by Bank ICBC (JSC) of services on the securities market. No delivery of a new password is necessary.

I understand the risks arising from this method of delivery of executive communications to Bank ICBC (JSC).

\_\_\_\_\_, 20\_\_ (\_\_\_\_\_)

L.S.

Bank ICBC (JSC)
Acceptance date and time: _____ 20__ _____
Signature _____/_____/_____

## **List of document for opening accounts and registration at the exchange**

### **Mandatory (basic) document package**

1. Customer information form prepared in the form of Annex No 3 of No 4 to the Terms and Conditions;
2. Power of Attorney in the name of Bank ICBC (JSC) prepared in the form of Annex No 12 (for legal entities) or 13 (for natural persons) to the Terms and Conditions;
3. Declaration of Risks Arising in Operation in the Securities Market and in the Derivatives Market and in Customer's funds management by ICBC (JSC) (Annex No 1 to the Terms and Conditions);
4. Natural persons shall sign the Power of Attorney personally in the office of Bank ICBC (JSC) or notarize it.

**Customers which are legal entities established under the legislation of the Russian Federation** shall provide:

1. Notarized copy of the Customer's effective Articles of Association with all amendments;
2. Notarized copy of the Memorandum of Association with all amendments and certificates of their registration, if the Memorandum of Association is among the constitutional documents of the Customer;
3. Notarized copy of the state registration certificate (for legal entities registered before July 01, 2002, certificate of entry in the USRLE about a legal entity registered before July 01, 2002);
4. Notarized copy of tax registration certificate;
5. Notarized copy of a document confirming appointment of persons entitled to act on behalf of the Customer without a power of attorney;
6. Notarized card specimen seal imprint and sample signatures of persons entitled to sign documents (orders) being the basis for transactions with securities prepared in accordance with the requirements of regulatory acts of the Russian Federation established for execution of banking sample signatures and seal cards used for transactions in banking accounts (hereafter the Customer's banking card);
7. Copies of Minutes, orders on assignment of the Customer's designated persons stamped with the Customer's seal.
8. Copy of document on assignment of the All-Russia classifier codes authenticated by the Customer's seal (if any);
9. Extract from the Unified State Register of Legal Entities, not older than 30 days, original (if any).
10. Copies of documents identifying of the sole executive body and other persons with a signatory right;
11. Information about the presence or absence, at its registered address, of a legal entity, its permanent governing authority or another authority or person entitled to act on behalf of

the legal entity without a Power of Attorney;

12. Credit organization shall provide, beside the above documents, notarized copies of the banking license and documents confirming the approval by the Bank of Russia of appointment of all persons specified in the Customer's banking card, information on the performance of events on combating money laundering and financing of terrorism (hereafter the CML/FT) (presence of a special official, availability and use of internal control rules for the purposes of CML/FT, etc.).

13. Professional securities market participants shall provide notarized copies of the license for professional activities in the securities market beside the above documents;

14. Information (documents) on financial standing (provide any items listed below):

- 1) Copies of annual accounting reporting (balance sheet, statement of financial results);
- 2) 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);
- 3) 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;
- 4) 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;
- 5) 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;
- 6) and/or information on the rating of the legal entity in the Internet network at the websites of international rating agencies ("Standard & Poor's", "Fitch-Ratings", "Moody's Investors Service", etc.) and national rating agencies).

Customers which are legal entities whose operation period is less than three month from the day of incorporation and does not permit presentation to Bank ICBC (JSC) of the above documents shall submit to Bank ICBC (JSC) a written confirmation of unavailability of such documents and provide the said documents to Bank ICBC (JSC) as they are received.

15. Information on the business reputation of the legal entity (in free form in writing, if available):

- 1) notes of other customers of Bank ICBC (JSC) having business relations with the legal entity;
- 2) 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.

16. Other documents at the discretion of Bank ICBC (JSC), particularly, documents confirming the origin of funds and/or other property of the Customer; 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 (documents confirming ownership of building, premises; lease (sublease) agreement and/or other documents confirming the location in the registered address of the legal entity or similar documents confirming the information on actual location of its permanent governing authority, other bodies).

**A stand-alone business unit of legal entity (branch, representative office) established**

**under the legislation of the Russian Federation** shall also provide:

- 1) A notarized copy of the Regulation on Branch or Representative Office;
- 2) Power of attorney for the head of the branch or representative office for transaction execution on behalf of the legal entity;
- 3) A notarized copy of the document confirming registration of the legal entity with the tax authority at the location of the branch/representative office of the legal entity.

The Customer's representative shall provide to Bank ICBC (JSC) the consent to personal data processing and use by Bank ICBC (JSC) (Annex No 2 to the Terms and Conditions).

**Customers which are legal entities (stand-alone business units of legal entities established under the legislation of a foreign country and located outside the territory of the Russian Federation** shall provide:

1. The following documents apostilled and legalized in the Russian Embassy (Consulate) abroad (with certified Russian translation):

- 1) the Customer's constituent documents;
- 2) extracts from commercial and banking (for banks) registers;
- 3) documents certifying the state registration of the Customer;
- 4) other documents confirming the legal status of the Customer in accordance with the legislation of the country in which the legal entity was established.

2. Customer's notarized banking card (hereafter the Customer's banking card);

3. Documents confirming the authority of persons entitled to dispose of the account including the sole executive body of the Customer (hereafter designated persons). Documents published in a foreign country should be legalized in accordance with the established procedure and delivered to Bank ICBC (JSC) with a certified Russian translation;

4. Permission of the national (central) bank of the foreign country to open a securities account of the Customer in the Russian Federation legalized in accordance with the established procedure (with a certified Russian translation), if such permission is necessary;

5. A notarized copy of certificate of registration with tax authorities;

6. License for the activity subject to licensing;

7. Beside the above documents, credit organizations shall provide information on the performance in the organization of CML/FT events (presence of a special official, availability and use of internal control rules for the purposes of CML/FT, etc.), information on the availability of the permanent governing authority of the non-resident credit organization in the territory of the country where the organization is registered (for the purpose of prevention of relationships with such non-resident banks), information on the use of accounts of the credit organization by non-resident banks which do not have permanent governing authorities in the territory of the countries where they are registered (for the purpose of prevention of relationships with such non-resident banks);

8. Copies of documents identifying of the sole executive body and persons designated by it with the right of first and second signatory;

9. Information (documents) on financial standing (provide any items listed below):

- 1) Copies of annual accounting reporting (balance sheet, statement of financial results);
- 2) 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);

3) 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;

4) 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;

5) 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;

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

Customers which are legal entities whose operation period is less than three month from the day of incorporation and does not permit presentation to Bank ICBC (JSC) of the above documents shall submit to Bank ICBC (JSC) a written confirmation of unavailability of such documents and provide the said documents as they are received.

10. Information on the business reputation of the legal entity (in free form in writing, if available):

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

2) 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.

11. Other documents at the discretion of Bank ICBC (JSC), particularly, documents confirming the origin of funds and/or other property of the Customer; 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 (documents confirming ownership of building, premises; lease (sublease) agreement and/or other documents confirming the location in the registered address of the legal entity or similar documents confirming the information on actual location of its permanent governing authority, other bodies).

**A stand-alone business unit of legal entity (branch, representative office) established under the legislation of a foreign country and located outside the territory of the Russian Federation shall also provide:**

1) A notarized copy of the Regulation on Branch or Representative Office of a non-resident legal entity;

2) Certificate of entry in the state register of accredited branches/representative offices of foreign legal entities;

3) An extract from the state register of accredited branches of foreign legal entities on a particular branch or representative office of a foreign legal entity;

4) Certificate of registration of the legal entity with tax authorities at the location of its stand-alone unit;

5) Power of attorney for the head of the branch or representative office for transaction execution on behalf of the legal entity.

The Customer's representative shall provide to Bank ICBC (JSC) the consent to personal data processing and use by Bank ICBC (JSC) (Annex 2 to the Terms and Conditions).

**Customer which is a natural person resident in the Russian Federation** shall provide:

1. The Customer's identity document\*; and if the Agreement is concluded by the Customer's representative, a copy of such document, a notarized Power of Attorney for the signature of the Agreement and the representative's identity documents
2. Certificate of TIN assignment (if any);
3. Information on the insurance number of the individual ledger account of a person insured in the mandatory pension insurance system (if any).
4. Other documents at the request of Bank ICBC (JSC).

The Customer's representative shall provide to Bank ICBC (JSC) the consent to personal data processing and use by Bank ICBC (JSC) (Annex No 2 to the Terms and Conditions).

**Customer which is a natural person and a foreign citizen or a person without citizenship** shall provide:

1. Customer's identity document\* (to be provided with its notarized Russian translation);
2. Russian Federation residence permit;
3. Temporary residence permit;
4. Migration card details: card number, start date of the period of stay and end date of the period of stay;
5. The details of the document confirming the right of a foreign citizen or a person without citizenship to stay (residence) in the Russian Federation: document series (if any) and number, start date of validity of the right of stay (residence), end date of the right of stay (residence);
6. Certificate of TIN assignment (if any).

The Customer's designated person shall provide to Bank ICBC (JSC) the consent to personal data processing and use by Bank ICBC (JSC) (Annex No 2 to the Terms and Conditions).

**Customer who is a natural person and an individual entrepreneur or a natural person engaged in private practice in the manner established under the legislation of the Russian Federation** shall provide:

1. Customer's identity document\*;
2. 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;
3. Notarized copy of certificate of registration with tax authorities;
4. Extract from the Unified State Register of Individual Entrepreneurs (if any). The extract shall be not more than 30 days old as on the opening date;
5. 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 issuance of a patent);
6. Customer's notarized banking card;
7. Documents certifying the powers of the persons mentioned in the card;
8. Informational letter of registration with the Uniform State Register of Enterprises and Organizations of the State Statistics Committee of the Russian Federation on code assignment (a copy attested by the individual entrepreneur (if any));



9. 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;

10. Information (documents) on financial standing (provide any items listed below):

1) Copies of annual accounting reporting (balance sheet, statement of financial results);  
 2) 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);

3) 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;

4) 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;

5) 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;

6) 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;

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

11. Information on the business reputation (in free form in writing, if available):

1) notes of other customers of Bank ICBC (JSC) having business relations with the individual entrepreneur;

2) 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.

The Customer's representative shall provide to Bank ICBC (JSC) the consent to personal data processing and use by Bank ICBC (JSC) (Annex No 2 to the Terms and Conditions).

**Customer who is an individual entrepreneur and a foreign citizen shall also provide copies of the following documents:**

1. Residence permit;
2. Temporary residence permit;
3. Visa;
4. Any other document confirming the right of a foreign citizen or a person without citizenship to stay (residence) in the RF under the legislation of the Russian Federation;
5. Migration card.

Individual entrepreneurs whose operation period is less than three month from the day of incorporation and does not permit presentation to Bank ICBC (JSC) of the above documents shall submit to Bank ICBC (JSC) a written confirmation of unavailability of such documents and provide the said documents to Bank ICBC (JSC) as they are received.

The Customer's representative shall provide to Bank ICBC (JSC) the consent to personal data processing and use by Bank ICBC (JSC) (Annex No 2 to the Terms and Conditions).

**Customers which are 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) shall provide:**

1) The original or a notarized copy of the document confirming that the Customer 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;

2) 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 Bank ICBC (JSC).

Additionally at the Customer's request:

In the event of appointment of representatives, a Power of Attorney shall be provided prepared in accordance with the Russian legislation following the form of Annex No 15 to the Terms and Conditions for the Customer's representatives authorized to perform actions provided for under the Terms and Conditions, including signature of Applications, Orders and Instructions on behalf of the Customer, receipt from ICBC (JSC) of reports, extracts and other documents (except for the persons whose authorities are determined under the Articles of Association).

In the event that the Customer has an account with Bank ICBC (JSC) (a settlement or a securities account) and is serviced in the Head Office of Bank ICBC (JSC), uncertified copies of respective documents shall be provided instead of notarized copies.

If the Customer has any open settlement accounts in branches or outlets of Bank ICBC (JSC), an authorized employee of the branch or outlet of Bank ICBC (JSC) shall deliver copies of respective documents attested by the branch/outlet of Bank ICBC (JSC) to the Head Office of Bank ICBC (JSC).

Bank ICBC (JSC) may request from the Customer any other documents not listed above in this Annex, including additional information necessary for identification of non-residents of the Russian Federation.

**\*List of identity documents**

For Russian citizens permanently resident in the territory of the Russian Federation:

- Russian domestic passport;
- birth certificate issued by registry authorities, an executive body of a constituent subject of the Russian Federation or a local government body – for a Russian citizen below 14;
- sailor passport;
- soldier ID or military service record book;
- temporary ID of a Russian citizen issued by an internal affairs body (form No 2-P, valid for a period not more than two months);
- other documents recognized under the Russian legislation as identity documents.

For foreign citizens and persons without citizenship permanently resident in the territory of the Russian Federation:

- foreign passport;
- Russian residence permit (the residence permit of a person without citizenship is also his/her identity document).

For Russian citizens permanently resident in a foreign country – Russian foreign passport with a mark from the place of permanent residence in the territory of the foreign country or, if any, of another document confirming permanent residence in the territory of the foreign country.

For foreign citizens and persons without citizenship except for persons permanently resident in the territory of the Russian Federation:

- diplomatic, service, regular (official, special) passports subject to the presence of visas provided for under the terms of entry into the Russian Federation and marks on registration with internal affairs bodies and other authorized bodies;
- evidence of consideration of application for refugee status, issued by the diplomatic or consular office of the Russian Federation or the immigration control post or a territorial body of the federal executive authority responsible for the migration service.
- refugee certificate;
- certificate of temporary asylum in the Russian Federation;
- document issued by a foreign state and recognized in accordance with the international treaty of the Russian Federation as a stateless person's identification document;

Annex No 18 to the Terms and Conditions  
for ICBC Bank Brokerage Services on the  
Securities Market

Headed paper of the organization  
To Bank ICBC (JSC) from

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

full official name of the  
Customer's entity, location address

**Application  
for modification of the Customer Information Form for a legal entity**

I hereby request registration of the following modifications in the customer information form  
for a legal entity:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Basis for transaction:

\_\_\_\_\_  
\_\_\_\_\_

**ON BEHALF OF THE CUSTOMER**

Position \_\_\_\_\_/Name

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

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

L.S.

<u>for office use of Bank ICBC (JSC)</u>	
Ref No	Date _____, 20__ time (Moscow) _____
Order accepted by an employee of Bank ICBC (JSC)	
_____/_____/_____	
Execution date: _____, 20__	
_____/_____/_____	

Annex No 19 to the Terms and Conditions  
for ICBC Bank Brokerage Services on the  
Securities Market

To Bank ICBC (JSC) from

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name, passport (series, number,  
issued by, issued on), registration  
address

**Application  
for modification of the Customer Information Form for a natural  
person**

I hereby request registration of the following modifications in the customer information form  
for a natural person:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Basis for transaction:

\_\_\_\_\_  
\_\_\_\_\_

**ON BEHALF OF THE  
CUSTOMER**

\_\_\_\_\_/Name  
signature  
\_\_\_\_\_, 20\_\_

for office use of Bank ICBC (JSC)  
Ref No      Date \_\_\_\_\_, 20\_\_ time (Moscow) \_\_\_\_\_  
Order accepted by an employee of Bank ICBC (JSC)  
\_\_\_\_\_/\_\_\_\_\_/

Execution date: _____, 20____ _____/_____/_____
--

Annex No 20 to the Terms and Conditions  
for ICBC Bank Brokerage Services on the  
Securities Market

**Power Of Attorney No \_\_\_\_\_**

Power of Attorney issue place \_\_\_\_\_ 20\_\_

Hereby (full name of the Customer) \_\_\_\_\_

\_\_\_\_\_ Customer's location address,

TIN/KPP/OGRN \_\_\_\_\_

(hereafter the Customer) represented by: \_\_\_\_\_ (position, full name) \_\_\_\_\_

acting under \_\_\_\_\_ (Articles of Association, Power of Attorney, Regulation) \_\_\_\_\_

authorizes Bank ICBC (JSC), 29, Serebryanicheskaya Emb., Moscow, 109028, Russia, TIN: 7750004217, KPP: 775001001, OGRN: 1077711000157, in accordance with the procedure provided for under the Agreement for Brokerage services on the Securities Market No \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_:

- to perform securities sales and purchase transactions;
- to receive monetary funds for disposed securities.

This Power of Attorney is granted for the period of \_\_\_\_\_

The Power of Attorney is issued without power of substitution

Managing Director: \_\_\_\_\_ / \_\_\_\_\_

L.S.

\* Legal entities shall execute the power of attorney on the letter-headed paper of the entity and certify it by signatures of the head of the entity.

Annex No 21 to the Terms and Conditions  
for ICBC Bank Brokerage Services on the  
Securities Market

**Power Of Attorney No \_\_\_\_\_**

Power of Attorney issue place \_\_\_\_\_ 20\_\_

I, \_\_\_\_\_,  
living at: \_\_\_\_\_, passport: series  
\_\_\_\_\_ No \_\_\_\_\_ issued by  
\_\_\_\_\_ on \_\_\_\_\_, 20\_\_ (hereafter the Customer),  
authorize Bank ICBC (JSC), 29, Serebryanicheskaya emb., Moscow, 109028, Russia TIN:  
7750004217, KPP: 775001001, OGRN: 1077711000157, in accordance with the procedure  
provided for under the Agreement for Brokerage services on the Securities Market  
No \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_:

to perform on my behalf on my orders securities transactions, exercise all rights  
attached to securities for which purpose I grant it the right to sign and transfer to any third  
parties necessary agreements, applications, orders and/or copies of necessary documents.

The Power of Attorney is issued for the period through \_\_\_\_\_, 20\_\_.

The Power of Attorney is issued without power of substitution

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

\_\_\_\_\_  
(full name)



Annex No 22 to the Terms and Conditions for  
ICBC Bank Brokerage Services on the Securities  
Market

Broker's Report on Daily Transactions

For the period:

Customer's name

Agreement for brokerage services No: \_\_\_\_\_ dated \_\_\_\_\_

1. Securities transactions executed but not settled during the reporting period

Transaction number	Transaction date	Transaction time	Transaction execution place	Transaction type	Information on the security		Transaction parameters								Fee amount						Counterparty
					Issuer	State registration code/ISIN	Quantity	Price per security	Transaction amount	incl. ACI amount	Currency of transaction execution	Payment amount	Currency of transaction payment	Delivery date	Payment date	Broker fee	Currency of broker fee	Date of write off of broker fee	Exchange fee	Currency of exchange fee	

2. Securities transaction on which payment and/or delivery were performed during the reporting period

Number payment	Transaction date	Transaction time	Transaction execution place	Transaction type	Information on the security		Transaction parameters								Fee amount						Counterparty
					Issuer	State registration code/ISIN	Quantity	Price per security	Transaction amount	incl. ACI amount	Currency of transaction execution	Payment amount	Currency of transaction payment	Delivery date	Payment date	Broker fee	Currency of broker fee	Date of write off of broker fee	Exchange fee	Currency of exchange fee	

3. Incomplete securities transactions

Number document	Transaction date	Transaction time	Transaction execution place	Transaction type	Information on the security		Transaction parameters								Fee amount						Counterparty
					Issuer	State registration code/ISIN	Quantity	Price per security	Transaction amount	incl. ACI amount	Currency of transaction execution	Payment amount	Currency of transaction payment	Delivery date	Payment date	Broker fee	Currency of broker fee	Date of write off of broker fee	Exchange fee	Currency of exchange fee	

## 4. Derivatives market transaction during the reporting period

Transaction execution place	Instrument category	Instrument type	Instrument code	Execution date	Open positions										Variation margin	Collaterals for guarantees	Bank fee	TS fee	
					at opening		for session						at close						
					sale	purchase	transactions			execution		total		sale					purchase
							date and time	number	price	sale	purchase	sale	purchase						

## 5. Information on the state of the Customer's account

## 5.1. In respect of the Customer's securities (pcs)

Information on the security			Opening balance	Deposit of securities			Withdrawal of securities			Closing balance
Issuer	State registration code	ISIN		incl. following the results of trading and OCR transactions	incl. as a result of custody orders (free delivery)	incl. as a result of corporate actions	incl. following the results of trading and OCR transactions	incl. as a result of custody orders (free delivery)	incl. as a result of corporate actions	

5.2. In respect of the Customer's monetary fund (currency)

Opening balance	Deposit of securities				Withdrawal of securities			Amount of the Bank's fees deducted	Amount of the exchange's fees deducted	Closing balance
	incl. following the results of trading and OCR transactions	incl. replenishment Personal account under the Customer's order	incl. crediting of personal account		incl. following the results of trading and OCR transactions	incl. withdrawal from personal account				
			ACI	dividends		under the Customer's Orders	amount of tax withheld ( for non-residents and natural persons)			

Authorized person of Bank ICBC (JSC)

\_\_\_\_\_

*Position*

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

\_\_\_\_\_  
*Full name*

Executor

\_\_\_\_\_

*Position*

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

\_\_\_\_\_  
*Full name*

Date of the Report:

\_\_\_\_\_

Annex No 23 to the Terms and Conditions for  
ICBC Bank Brokerage Services on the Securities  
Market

**Broker's Report on the State of Customer's Accounts**

For the period:

Customer's name

Agreement for brokerage services No: \_\_\_\_\_ dated \_\_\_\_\_

1. Securities transactions executed but not settled during the reporting period

Transaction number	Transaction date	Transaction time	Transaction execution place	Transaction type	Information on the security		Transaction parameters							Fee amount					Counterparty
					Issuer	State registration code/ISIN	Quantity	Price per security	Transaction amount	incl. ACI amount	Currency of transaction transactions	Payment amount	Currency of transaction transactions	Delivery date	Payment date	Broker fee	Currency of broker fee	Date of write off of broker fee	

2. Securities transaction on which payment and/or delivery were performed during the reporting period

Transaction number	Transaction date	Transaction time	Transaction execution place	Transaction type	Information on the security		Transaction parameters							Fee amount					Counterparty
					Issuer	State registration code/ISIN	Quantity	Price per security	Transaction amount	incl. ACI amount	Currency of transaction execution	Payment amount	Currency of transaction execution	Delivery date	Payment date	Broker fee	Currency of broker fee	Date of write off of broker fee	

3. Incomplete securities transactions

Number of transaction	Transaction date	Transaction time	Transaction execution place	Transaction type	Information on the security		Transaction parameters							Fee amount					Counterparty
					Issuer	State registration code/ISIN	Quantity	Price per security	Transaction amount	incl. ACI amount	Currency of transaction execution	Payment amount	Currency of transaction payment	Delivery date	Payment date	Broker fee	Currency of broker fee	Date of write off of broker fee	

## 4. Derivatives market transaction during the reporting period

Transaction execution place	Instrument category	Instrument type	Instrument code	Execution date	Open positions										Variation margin	Collaterals for guarantees	Bank fee	TS fee
					at opening		for session						at close					
					sale	purchase	transactions			execution		total		sale				
							date and time	number	price	sale	purchase	sale	purchase		sale	purchase		

## 5. Information on the state of the Customer's account

## 5.1.

I

n respect of the Customer's securities (pcs)

Date	Information on the security			Opening balance	Deposit of securities			Withdrawal of securities			Closing balance
	Issuer	State registration code	ISIN		incl. following the results of trading and OCR transactions	incl. as a result of custody orders (free delivery)	incl. as a result of corporate actions	incl. following the results of trading and OCR transactions	incl. as a result of custody orders (free delivery)	incl. as a result of corporate actions	

5.2.

I

in respect of the Customer's monetary fund (currency)

Date	Opening balance	Deposit of securities				Withdrawal of securities			Amount of the Bank's fees deducted	Amount of the exchange's fees deducted	Closing balance
		incl. following the results of trading and OCR transactions	incl. replenishment Personal account under the Customer's order	incl. crediting of personal account		incl. following the results of trading and OCR transactions	incl. withdrawal from personal account				
				ACI	dividends		under the Customer's Orders	amount of tax withheld ( for non-residents and natural persons)			

Authorized person of Bank ICBC (JSC)

*Position*

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

\_\_\_\_\_  
*Full name*

Executor

*Position*

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

\_\_\_\_\_  
*Full name*

## **Notice to the Customer of Inadmissibility of Insider Dealing and Market Manipulation**

This is to certify that:

1. I have familiarized myself with the requirements of Federal Law dated July 27, 2010 No 224 FZ On Combating Insider Dealing and Market Manipulations and on Amendments to Certain Legislative Acts of the Russian Federation (hereafter the Law);

2. I am aware of the prohibition of the below activities coming under market manipulations and I understand their illegal nature:

1) Intentional dissemination via mass media including electronic, public informational and telecommunication networks (including the Internet network) and in any other way of any deliberate misrepresentations due to which the price, demand, supply or volume of trade in financial instruments, foreign currency and/or goods deviate from the level or stay at the level significantly different from the level that would be achieved without such dissemination;

2) performance of transactions with financial instruments, foreign currency and/or goods upon preliminary agreement between trading participants and/or their employees and/or persons at the expense and for the benefit of which such transactions are performed due to which the price, demand, supply or volume of trade in financial instruments, foreign currency and/or goods deviate from the level or stay at the level significantly different from the level that would be achieved without such transactions; This point shall apply to all on-exchange trading in which transactions are performed based on applications addressed to all trading participants in the event that information on persons submitting applications and on persons for whose benefit the applications were submitted is not disclosed to other trading participants;

3) performance of transactions for which the parties' liabilities are performed at the cost or for the benefit of one person due to which the price, demand, supply or volume of trade in financial instruments, foreign currency and/or goods deviate from the level or stay at the level significantly different from the level that would be achieved without such transactions. This point shall apply to all on-exchange trading in which transactions are performed based on applications addressed to all trading participants in the event that information on persons submitting applications and on persons for whose benefit the applications were submitted is not disclosed to other trading participants;

4) issue of orders at the expense or on behalf of one person due to which two or more opposite orders appear in the exchange in which the purchase price of a financial instrument, foreign currency and/or goods is higher or equals the selling price of the same financial instrument, foreign currency and/or good if due to this transactions were performed due to which the price, demand, supply or volume of trade in financial instruments, foreign currency and/or goods deviate from the level or stay at the level significantly different from the level that would be achieved without such transactions. This point shall apply to all on-exchange trading in which transactions are performed based on applications addressed to all trading participants in the event that information on persons submitting such applications and on persons for whose benefit such applications were submitted is not disclosed to other trading participants;

5) multiple performance during the same trading day of transactions at the expense or for the benefit of one person based on orders with the highest buying price or the lowest selling price of a financial instrument, foreign currency and/or good if due to this transactions are performed due to which their price deviates significantly from the level that would be achieved without such transactions for the purpose of further performance at the expense or for the benefit of the same or any other person of opposite transactions at such prices and further performance of such opposite transactions.

6) multiple performance during the same trading day of transactions at the expense or for the benefit of one person for the purpose of misleading as regards the price of financial instruments, foreign currency and/or goods due to which the price of such financial instruments, foreign currency and/or goods stays at the level significantly different from the level that would be achieved without such transactions;

7) multiple failure to perform obligations on transactions executed in an exchange without intention to perform them with the same financial instruments, foreign currency and/or goods due to which the price, demand, supply or volume of trade in financial instruments, foreign currency and/or goods deviate from the level or stay at the level significantly different from the level that would be achieved without such transactions; The said actions shall not be deemed market manipulations if the obligations on such transactions were terminated for reasons provided for under the rules of the exchange and/or the clearing entity.

I am aware of the illegal nature of the following actions involving insider information:

1) use of insider information to perform transactions with financial instruments, foreign currency and/or goods to which the insider information is related at own expense or at the expense of any third party except for the transaction performed in the conduct of obligation on sale or purchase of financial instruments, foreign currency and/or goods which is due if such obligation arose as a result of transaction performed before such person became aware of the insider information.

2) use of insider information by transferring it to any other person except for the case when such information is transferred to a person included in the insider list due to performance of obligations determined under federal laws or due to performance of job obligations or contractual obligations;

3) use of insider information by giving recommendations to any third parties, obliging or encouraging them in any other way to purchase or sell financial instruments, foreign currency and/or goods.

I am aware of my personal responsibility for insider dealing and for actions recognized as market manipulations;

I have familiarized myself with the administrative and criminal liability for insider dealing and market manipulation (art. 15.21 of the Code of Administrative Offenses of the Russian Federation (Insider dealing), art. 15.30 of the Code of Administrative Offenses of the Russian Federation (Market manipulation), art. 15.35 of the Code of Administrative Offenses of the Russian Federation (Violation of the requirements of legislation on combating insider dealing and market manipulation), art. 185.3 of the Criminal Code of the Russian Federation (Market manipulation), art. 185.6 of the Criminal Code of the Russian Federation (Insider dealing)).

Date

Name

Signature