

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

APPROVED	
by the Manage	ement Committee
of ICBC (JSC)	) (minutes
No	202 )

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 (hereinafter 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 39FZ 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 for ICBC Bank Brokerage Services on the Securities Market.
- 1.4. ICBC Bank (JSC) has the right to refuse to any interested person the conclusion of the agreement on broker service in stock market if the person intending to sign the agreement on broker service in stock market does not meet any requirements imposed to prospective clients of ICBC Bank (JSC) and (or) provided by the current legislation and also in case of not providing documents to Clients according to Regulations, is equal as by not providing at the request of ICBC Bank (JSC) of additional documents and/or data, or in case of detection of discrepancies in submitted by the Client the data and/or documents.
- 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. For the notification on the risks arising during the work on securities market and the foreign exchange market, the Client has to attentively will study the Declaration on the risks arising during the work on securities market and the foreign exchange market (Appendix 1 to these Terms and Conditions). The fact of acquaintance of the client with the declaration on risks is confirmed by putting down by the client of date and the personal signature on 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. General information:

Full name: ICBC Bank (joint-stock company)

Abbreviated name: ICBC Bank (JSC)

Location: Russia, 109028, Moscow, Serebryanicheskaya Embankment,

house 29

Statistics codes: OKTMO 45381000, OKPO 83086298, KPP 775001001, PSRN

1077711000157, OKVED 64.1.

E-mail address: icbc@icbcmoscow.ru

Phone: (495) 287-30-99 Fax: (495) 287-30-98

Official site of ICBC of Bank (JSC): www.icbcmoscow.ru

Postal address: Russia, 109028, Moscow, Serebryanicheskaya Embankment, house 29

#### 2.2. Bank details:

Payment details in rubles (RUB):

Corr. Account No. 30101810200000000551 in GU of the Bank of Russia on

To Central Federal District,

BIC 044525551, TIN 7750004217.

Payment details in US dollars (USD):

Correspondent account in US dollars N 0101000111901599971 in INDUSTRIAL AND COMMERCIAL BANK OF CHINA HEAD OFFICE S.W.I.F.T.:

**ICBKCNBJXXX** 

or

Correspondent account in US dollars N 301912231 in JP MORGAN CHASE BANK N.A S.W.I.F.T.: CHASUS33

Payment details in euro (EUR):

Correspondent account in EURO N 0101000111901610096 in INDUSTRIAL AND COMMERCIAL BANK OF CHINA HEAD OFFICE S.W.I.F.T.: ICBKCNBJXXX

or

Correspondent account in EURO N DE84501102009000012 01v INDUSTRIAL AND COMMERCIAL BANK OF CHINA FRANKFURT

S.W.I.F.T.: ICBKDEFFXXX

Payment details in the Chinese yuans (CN):

Correspondent account in the Chinese yuans N 0101000111902561878 in INDUSTRIAL AND COMMERCIAL BANK OF CHINA HEAD OFFICE

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

CODE 102100099996

or

Correspondent account in the Chinese yuans N 861121003112 in INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ASIA) LIMITED

S.W.I.F.T.: UBHKHKHH,

CNAPSCODE 989584007200

Payment details in Hong Kong dollars (HKD):

Correspondent account in Hong Kong dollars N 0101000111902800629 in INDUSTRIAL AND COMMERCIAL BANK OF CHINA HEAD OFFICE S.W.I.F.T.: ICBKCNBJXXX,

or

Correspondent account in Hong Kong dollars N 861121005152 in INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ASIA) LIMITED

S.W.I.F.T.: UBHKHKHH

#### 2.3. Licenses:

The universal license for banking operations of co means in rubles and foreign currency (with the attraction right in deposits of funds of physical persons) and on attraction in deposits and placement of precious metals No. 3475 is issued by 26.01.2018 Central Bank of the Russian Federation;

The licenses of the professional participant of securities market granted by Central Bank of Russian Federation:

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for depository activities — No. 045-13992-000100 of August 18, 2016. for broker activities — No. 045-13990-100000 of August 18, 2016. for dealer activities — No. 045-13991-010000 of August 18, 2016.
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### 2.4. Addresses of the licensing bodies:

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

- 2.5. ICBC Bank (JSC) combines broker activity with dealer and depository activity. Information on the licenses which are available for ICBC Bank (JSC) is provided as of the moment of the approval of Terms and Conditions and can change. The ICBC Bank (JSC) informs the Client on such changes of ICBC Bank (JSC) in addition, the method similar used for disclosure of information at modification of Terms and Conditions
  - 2.6. The terms used in the text of these Terms and Conditions have the following values:

The questionnaire of the Client — the document containing the necessary information about the Client, provided by the Client at the conclusion of the agreement on broker service in stock market. The questionnaire of the Client is formed in one copy in the form provided by Appendix 3 or Appendix 4 to these Terms and Conditions.

The bank account — the account opened by ICBC Bank (JSC) or other credit institution to the Client on the basis of bank account agreement. In the text of these Terms and Conditions the bank account is meant as the settlement account of legal entity, or current account of physical person for commission of the settlement transactions which are not connected with business activity or private practice and also correspondent account of the Client — credit institution.

The off-exchange market (Over the counter) — the term used for the description of the bargains concluded out of organized market.

Depositary of ICBC Bank(JSC) — the structural division of ICBC Bank(JSC) performing activity according to the license and Conditions of implementation of depository activity of ICBC Bank(JSC).

The request (Order) - the order of the Client on transactions with securities, on transfer and funds redistribution, on withdrawal of money, etc., that is any administrative Message of

the Client made in full accordance with the form established by Appendices 5, 6, 7, 8, 9, 10 to Terms and Conditions or in other form on condition of availability of all data necessary for execution.

The client — any legal entity or physical person (individual entrepreneur) which has signed with ICBC Bank (JSC) the agreement on broker service in stock market. The client can be recognized according to internal procedure of ICBC Bank (JSC) by the qualified investor or be it by law. Otherwise the Client is serviced as the unskilled investor in accordance with the legislation of the Russian Federation and internal instructions of the broker – ICBC Bank (JSC).

The qualified investor is the separate category of investors having necessary knowledge and work experience in security market and also financial opportunities which allow them to estimate qualitatively risks and to invest sufficiently consciously in more risks tools of stock market.

LEI (Legal Entity Identifier) — the international code of identification of legal entity – the unique code (identifier) appropriated to legal entity according to the international standard ISO 17442 and used at commission of transactions and (or) forming of the reporting in the financial markets.

Uncommercial transactions — legal acts (the conclusion of agreements, opening of accounts and registration of Clients), other than Trade operations, perfect ICBC Bank(JSC) in interests and at the request of Clients within Terms and Conditions.

Obligations of the Client — the size of obligations for the Client's Position at organized market or in the off-exchange market on any security or money on payment of the purchased securities and (or) on delivery of the sold securities, on payment of remuneration of ICBC Bank(JSC) on the established rates, on expense recovery, suffered ICBC Bank(JSC) according to rates of the third parties, and also other expenses which are directly following from the bargains concluded by ICBC Bank(JSC) at the request of the Client. The obligation of the Client for any security (money) means that the last has to provide ICBC Bank(JSC) for calculation for the bargains concluded by ICBC Bank(JSC) at the request of the Client to Bank (autonomous area) as it should be and in time, established by Terms and Conditions, the corresponding number of securities (money).

Organized market — securities markets, the conclusion of transactions on which is made on strictly certain established procedures recorded in rules of the organized market, and obligation fulfillment according to transactions is guaranteed by systems of delivery and payment, independent of participants of transactions. In these Terms and Conditions the concept of organized market also joins the clearing, depository and settlement systems providing obligation fulfillment according to transactions at organized market, and governed and procedures of such depository and settlement systems are considered as integral part of rules of the organized market.

The Client's position — set of money, securities and derivative financial instruments of the Client due to which settlement of transactions at organized market or in the off-exchange market can be made at the moment. The position of the Client is defined and conducted by organized market, types of securities, money.

Planned Position of the Client — the Client's Position changed to size active orders (accepted, but not performed yet) and also Directions for response or funds redistribution and administrative messages on transfer or write-off of securities.

The Client's portfolio — set of money and securities of the Client, obligations from transactions with securities and money of the Client made according to the agreement signed with this Client on broker service in stock market. Portfolio value of the Client is recognized to the equal amount of values of the planned positions of the Client calculated on the securities of each issuer granting to their owner the identical volume of the rights and on money.

Rules of market — any rules, regulations, Directions, regulating documents or requirements obligatory for execution by all participants of organized market. The existing rules of the organized market and other regulations listed in rules of the organized market extend to ICBC Bank(JSC) and its Clients.

The password — the code word provided to the Client only in the sealed envelope for its identification at acceptance of Directions from the Client by phone.

Derivative financial instruments – the agreements meeting the requirements established Federal by the law "About securities market" of 22.04.1996 No. 39-FZ and also the Indication of the Bank of Russia of February 16, 2015 to No. 3565-U "About types derivative financial instruments".

The market request is request for purchase or sale of the chosen financial instrument in the specified quantity without indication of the price. It is supposed that the market request has to be performed at the current market prices. The market request is performed immediately, without statement in the general turn provided that at the market there are persons interested to purchase or sell the chosen asset, and it is enough volumes of demand or supply for satisfaction of the request.

The custody account — the account opened to the Client in Depositary and intended for accounting of securities and (or) the certificate of the rights or transition of the rights to the securities of the Client belonging to it on the property right or other corporeal right.

Messages — any administrative messages directed by the Client ICBC Bank (JSC) and (or) the information messages (further respectively administrative Messages and information messages) directed by ICBC Bank (JSC) and the Client each other in the course of agreement performance to broker service in stock market. Administrative Messages are understood as the messages directed by the Client and details, containing everything obligatory for accomplishment of such Message, according to requirements of these Terms and Conditions. The messages directed without observance of the specified conditions are considered by ICBC Bank (JSC) as information messages.

The parties - the Clients who have signed the agreement on broker service in stock market and ICBC Bank (JSC).

Rates of Bank — the rates of remuneration of ICBC Bank (JSC) for the services rendered according to Terms and Conditions, specified in Appendix 11 to these Terms and Conditions, published on the official site of ICBC Bank (JSC) in the Internet.

Trading session — the period of time during which at organized market according to Rules of the organized market bargains can be concluded. If other is not stipulated especially in the Terms and Conditions or the agreement on broker service in stock market, Trading session is meant as the Mode of the main market, the mode of market of Placements and redemptions, the mode of negotiation transactions mode that is the modes during which bargains can be concluded by rules established by the organized market. The period of time during which the auction is held by special rules (the periods of opening, closing of markets

trade in incomplete lots and so forth), provided by Rules of certain organized market if it is not stipulated especially, during Trading session do not join.

Trading day — day in which ICBC Bank (JSC) has concluded the bargain according to order of the Client.

Trade operations — the transactions of purchase and sale of securities and derivative financial instruments concluded by ICBC Bank (JSC) in interests for the account and at the request of Clients.

The Client's representatives — physical persons which have powers by law, of constituent documents of legal entity or the power of attorney issued by the Client to make on behalf of the Client of action, provided by these Terms and Conditions. In all cases, even when it is not designated directly in the text of these Terms and Conditions, any actions on behalf of the Client can perform only authorized persons.

Settlement of the transaction — procedure of obligation fulfillment of the parties for the concluded bargain which includes acceptance and delivery of securities, payment of the purchased securities and acceptance of payment for the sold securities, and also payment of necessary expenses (the commission of the exchange, depositary and other). Date of settlement of the transaction is designated as T of +n (days) where n — number of days between date of the conclusion of the transaction and date of settlement of the transaction.

The authorized representative ICBC Bank (JSC) - the representative ICBC Bank (JSC) which has powers (right) to make from action bank name, determined by Terms and Conditions.

Financial instruments – securities or derivative financial instruments which can be subject of transactions of purchase and sale in accordance with the legislation of the Russian Federation.

Securities — the issued and not issued securities which are objects of the financial investments (except for the securities issued by ICBC Bank (JSC) and sold or purchased by it on its own behalf at own expense), and other securities which are objects of the financial investments.

The official site of Bank — set of specialized pages of ICBC Bank (JSC) on the Internet located at the address www.icbcmoscow.ru on whom ICBC Bank (JSC) places information on services on securities market, information on any changes in the text of these Terms and Conditions, the operating rates of ICBC Bank (JSC) for services, authorized persons of ICBC Bank (JSC), as well as other information which disclosure is provided by these Terms and Conditions and the current legislation of the Russian Federation.

Other terms which are not determined by these Terms and Conditions are used in the values established by the legislative and regulating documents regulating the circulation of securities in the Russian Federation and also standards of self-regulatory organizations and business customs.

## **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;

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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) bott in on-exchange trading and over the counter (OTC).
- 3.3. The transaction execution and settlement services shall be provided by Bank ICBC (JSC) bott 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 servicer 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 ICBC Bank (JSC) provided in item 3.1 is not exhaustive. In cases, stipulated by the legislation the Russian Federation, standards of self-regulatory organizations, and also Rules of the organized market, ICBC Bank (JSC) performs other actions for the benefit of Clients for execution of the obligations for the agreement on broker service in stock market.

## **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; by electronic trading systems provided by the broker and having cryptographic protection. (the order of giving, acceptance and execution of the order is defined by the supplementary agreement (agreement) between the Customer and the Broker);

by SWIFT (the order of giving, acceptance and execution of the order is defined by the supplementary agreement (agreement) between the Customer and the Broker).

- 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 (acception) 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 envelop, 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 in 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.
- 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. The Client, upon the demand of ICBC Bank (JSC), provides necessary powers of attorney for the forms approved by rules of the organized market for confirmation of the powers specified in this section. ICBC Bank (JSC) uses the provided powers of attorney strictly for the purpose of, provided by Terms and Conditions.
- 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. For lack of orders of the Client the money enlisted into accounts for payment under securities of the Client is reserved by ICBC Bank (JSC) for transactions at organized market in Stock market of the Moscow Exchange. For reservation of money at other organized market the Client when filling the field "purpose of payment" in the payment document on transfer of funds for accounts for payment under securities of the Client has to make the special reference to other organized market.
- 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. Transfer of securities into the custody accounts of the Client opened by the Client directly in settlement depositaries of organized market are performed in the order provided by the agreement signed between the Client and settlement depositary.
- 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 of 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 then 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. ICBC Bank (JSC) performs execution of the request only provided that at the time of execution of the request on the Planned Position of the Client there is enough securities and money for settlement of the transaction.
- 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 (except the application case by electronic trading systems provided by the broker). 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. Requests are cancelled by giving of Order for cancellation according to Appendix No. 10 to Terms and Conditions, method by the provided agreement on broker service in stock market.
- 18.10. An order cannon 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). There is not require in case of submission of the request by electronic trading systems provided by the Broker .
- 18.12. The duplicate order shall be delivered by the Customer to Bank ICBC (JSC) within 14 calendar days after the transaction performance. There is not require in case of submission of the request by electronic trading systems provided by the Broker.
- 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 on 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.

18.15. The Customer's order by of the electronic trading systems provided by the broker and having cryptographic protection and by SWIFT is defined by the supplementary agreement (agreement) between the Customer and the Broker.

### 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 requirements of the legislation of the Russian Federation, including the following requirements extend to actions of ICBC Bank (JSC) and the Client:

order has to be executed by ICBC Bank (JSC) on the most advantageous conditions for the Client;

the securities purchased for customer account become property of the Client;

ICBC Bank (JSC) does not answer to the Client for non-execution by the third party of the bargain concluded for customer account;

in case of non-execution by the third party of the bargain concluded for customer account, ICBC Bank (JSC) it is obliged to inform on it the Client without delay;

ICBC Bank (JSC) should not use purposely benefit of situation at plain error of the Client (including at mistake in Order for the transaction, for example: low price in comparison with market is specified at sale or high price upon purchase.

In case of availability of such mistake in Order of the Client ICBC Bank (JSC) has to make reasonable efforts on prevention of accomplishment of wrong Order and informing on it of the Client with use of the means of communication specified by the agreement broker service in stock market. In case of lack of feedback with the Client ICBC Bank (JSC) performs order on the conditions specified in order of the Client..

- 19.3. In the absence of direct Directions of the Client ICBC Bank (JSC) has the right to make independently decisions on the best order and method of execution of the accepted request of the Client according to the rules of the organized market, the current legislation and business customs accepted in the relevant market.
- 19.4. Bank ICBC (JSC) shall not accept an Order for transaction if it contains corrections, empty fields or incorrectly filled fields. There is not require in case of submission of the request by electronic trading systems provided by the Broker.
- 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 onexchange 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 conformation 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.
- 19.26. The order, acceptance and execution of the order by electronic trading systems provided by the broker and having cryptographic protection and by SWIFT is defined by the supplementary agreement (agreement) between the Customer and the Broker.

## **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 (depositaries, registrators, 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 comprises information on transactions and transactions with securities, or derivative financial instruments, perfect ICBC Bank (JSC) for the benefit of the Client 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. The status report of customer accounts according to transactions and transactions with securities, or derivative financial instruments for month (quarter) contains information for the accounting period on remaining balance and cash flow, securities and derivative financial instruments.
- 22.8. If ICBC Bank (JSC) does not send to the Client the daily report, then upon the demand of the Client the status report of customer accounts according to transactions and transactions with securities, or derivative financial instruments for month (quarter) can include information on each transaction and transaction with financial instruments made during the accounting period.
- 22.9. The status report of customer accounts according to transactions and transactions with securities, or derivative financial instruments is provided on condition of nonzero remaining balance on the brokerage account of the Client with the following frequency:
  - 1) At least once a month in case of carrying out within the last month at least one transaction with money and securities for the benefit of the Client.
  - 2) At least once in three months in case of absence during this term of cash flow and securities.
    - 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, be 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 depositary 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.

- 23.1.1. Also Bank ICBC (JSC) and (or) on the conclusion of the agreements which are the derivative financial instruments provides before acceptance of orders of the Client for transactions with securities to the client who is not the qualified investor, information or an information access:
- a) about the prices of demand and the bid prices of such financial instruments or about other circumstances, information on which is necessary in a transaction strength of mind. The

specified information is provided to Bank ICBC (JSC) by means of the automated software used further for the conclusion of transactions by Clients;

- b) about the expenses refunded by the client to the broker in connection with execution of instructions and also about amount of remuneration of the broker or an order of its determination.
- 23.1.2. The following information is provided to the clients who are not the qualified investors before acceptance from them of instructions for transactions:

concerning the securities allowed to the address at organized biddings and the agreements which are the derivative financial instruments which conclusion happens at organized biddings – the highest purchase price specified in the current indents registered by trade system purchase and the smallest selling price specified in the current indents registered by trade system sale or, in case of lack of the requests for sale registered by trade system and (or) purchasing requests – data on lack of the corresponding requests and price information of closing of the previous trading day or the providing trading day to information, next to date, on which the closing price was determined.

If before providing information stated above the transaction type (purchase or sale) is known, the broker has the right to provide information only on the prices corresponding to this type of the transaction (at intention of the Client to purchase – sale price information, at intention to sell – purchase price information).

If before providing information stated above the transaction volume (a cash amount or quantity of financial instruments) is known, the broker has the right to provide the price information corresponding to the transaction volume known to it.

The prices for securities are defined by one of the following methods:

- in terms of money,
- percentage of the nominal value of a security,
- as a percentage annual security yields,
- in units of account of the corresponding financial instrument.
- 23.1.3. In the presence of several sources of information (including in cases if the corresponding transactions can be made at organized biddings at different organizers of trade, in the different modes of biddings, with different partners), source selection for providing the relevant information to the Client is performed by the broker independently if other is not provided by the agreement with the Client.
- 23.1.4. Information can be provided to one of the following methods:
- in an oral form,
- in writing,
- by the direction of the electronic message,
- by placement of the specified information on the broker's website in the Internet network,
- by means of program technical means.
- 23.1.5. In case of refusal the Client (oral or written) from receiving all or part of information stated above the broker has the right to accept instructions for commission of the corresponding transactions without providing such information, without bearing responsibility for its failure to provide. Refusal of obtaining information, can be at any time withdrawn by the Client. The broker has no right to induce the Client to refusal of obtaining information.
- 23.1.6. Instead of providing to the Client information stated above the broker has the right to provide to the Client access to receiving the relevant information by providing a possibility of use of program technical means to it if use of the specified program technical means allows to obtain the relevant information, or the different way provided by the agreement with the

Client. The information access is considered provided from the moment of providing to the Client of a possibility of receiving the specified access irrespective of, the Client seized such opportunity or not.

- 23.1.7. For providing information and (or) access to it the payment in the established size can be levied from the Client.
- 23.1.8. Information and (or) access to the specified information cannot be provided to the Client in the following cases:
- 1) at transactions with securities in the course of their placement or in connection with their placement;
- 2) at acceptance of the conditional and (or) lasting instructions;
- 3) at acceptance of instructions on paper or in electronic form if giving of the corresponding order was not preceded by communication (correspondence) of the Client with the worker and (or) the representative of the broker during which, (which) the Client obviously expressed intention to give the corresponding order;
- 4) in case of malfunction of the equipment, failure in work of program technical means, emergence of problems with communication channels, power supply, other reasons of technical character as a result of which the broker temporarily lost access to sources of the relevant information:
- 5) in other cases when providing the specified information or access to the specified information is impossible because of circumstances for which the broker is not responsible.
- 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. Information listed in item 23.2-23.3 of Terms and Conditions is provided at the request of the Client, issued with observance of the following requirements:

The request has to be made in writing and contain the signature of the Client — physical person or the authorized signature of the Client — legal entity and its seal; In Request have to be specified: number and date of the agreement on broker service in stock market; the list and volume of the information required (for example, at request about the prices specific dates and specific types of securities, the prices for which interest the Client, are specified; if the data which are contained in the prospectus of these securities are requested, then names of sections and items of the prospectus of securities, etc. are specified in Request).

In case of need ICBC Bank (JSC) to the Client of explanation in form of drawing up Request; method of receipt of reply to the request by the Client (personally on receipt or by proxy the representative to availability of the power of attorney, by mail with the notification, by e-mail with the subsequent direction of the original no later than in 14 calendar days after day of the direction of reply to the request).

The request has to be addressed in ICBC Bank (JSC) and is transferred by the Client on paper to one of the following methods:

by mail to the postal address of ICBC Bank (JSC) specified in chapter 2 of Terms and Conditions; personally in hands to the authorized employee ICBC Bank (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 23.223.3 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.
- 23.8. ICBC Bank (JSC) provides information requested by the Client, replies to the requests of Clients within 5 (five) working days from the date of receipt of request if longer term of providing the answer is not established by the legislation of the Russian Federation or "The basic standard of protection of the rights and interests of physical persons and legal entities recipients of the financial services rendered by members of self-regulatory organizations in the field of the financial market of the integrating brokers", the approved Bank of Russia (The minutes of December 20, 2018 No. KFNP-39).

### 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. Remuneration is levied by ICBC Bank according to the tariff plan "Universal" by default. ICBC Bank can make the decision on application to the Client of the tariff plan "Special" what informs the Client by the direction of the appropriate notification on. The tariff plan "Special" becomes effective from acceptance date ICBC Bank of the decision on application to the Client of the tariff plan "Special".
- 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. (invalid item).

the benefit of the Client.

- 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 organizes 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 organizes of trading processes shall be charged in accordance with tariffs of organizes 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

- 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 organizes 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 onexchange 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":

Use of the insider information is forbidden:

- for implementation of transactions with financial instruments and foreign currency which the insider information, at own expense or at the expense of the third party, except for commission of transactions within obligation fulfillment on purchase or sale of financial instruments and foreign currency which completion date has come if such obligation has resulted from the transaction made before the insider information became known to the person concerns;
- by transfer to its other person, except as specified transfers of this information to the person included in the list of insiders, in connection with fulfillment of duties, established by federal laws, or in connection with execution of labor duties or agreement performance;
- 3) by making recommendations to the third parties, their motives otherwise to acquisition or sale of financial instruments and foreign currency.
  - 26.2. It is prohibited to take actions related to market manipulation in accordance with the Federal law No. 224- $\Phi$ 3 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. At agreement signature on broker service in stock market the Client is obliged to sign the Notification on appendix form 24 to Terms and Conditions.
- 26.6. Availability in actions of the Client of signs of unauthorized use of the insider information and/or market manipulation is the basis for its accountability according to the current legislation. ICBC Bank (JSC) have the right to set restrictions for adoption of Orders. Such restrictions can extend, in particular, to Requests at the price, considerably different from average market price (the current price, the price of the last transaction or the weighted average price).

### **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 onexchange 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 accidence 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 disagreements between ICBC Bank (JSC) and the Client (further the Parties) concerning providing ICBC Bank (JSC) services on securities market and commission of other actions provided by these Terms and Conditions are solved by negotiations.
- 30.2. The ICBC Bank (JSC) accepts from Clients of claim within seven working days from the moment of providing the report to the Client.
  - 30.3. The claim is declared in writing and has to be signed by the authorized representative of the Party. The claim has to contain statement of requirements of the Party, the indication of the amount of claim and its calculation, statement of circumstances on which requirements of the applicant, and proofs confirming them, the list of the documents attached to claim and other proofs are based. Documents for its consideration in essence have to be attached to claim.
- 30.4. The claim which is not containing data on the name (surname) or the location (address) of the addressed person (further the applicant), is recognized anonymous and is not considered, except as specified, when the applicant is (was) Client ICBC Bank (JSC) and ICBC Bank (JSC) has been appropriated to it registration code to which the applicant refers in the address (in the presence in claim of the signature of the addressed person).

The anonymous claim which is not subject to consideration of ICBC Bank (JSC)) except for specified in this item, within 10 (ten) working days from the date of receipt return without execution with the simultaneous notice in writing on it to the applicant.

- 30.5. The claim goes the registered mail with the notification or is handed on receipt to the Party to which the claim is declared. The customer complaint is filed in the Location of ICBC Bank (JSC). The direction of ICBC Bank (JSC) to the Client is performed by ICBC Bank (JSC) of claim by mail for the postal address specified in the Notice of the Client.
- 30.6. The answer to claim has to be directed to the applicant of claim no later than 30 (thirty) days from the date of obtaining by the relevant Party, and to the claim which is not demanding according to the Party which has received claim, additional studying and check no later than 15 (fifteen) days if other term is not established federal by the law. The claim is subject to consideration on the basis of the documents attached to it. ICBC Bank (JSC) the additional documents and data having the right to request by consideration of claim at the applicant.
- 30.7. In case of non receipt of the answer to claim in time, established in item 30.6 of Terms and Conditions, the applicant of claim has the right to take legal action behind protection of the rights.
- 30.8. ICBC Bank (JSC) have the right to leave claim without consideration if this claim is repeated, at the same time the repeated claim does not contain new data, and all arguments stated in it earlier full and objectively were considered, and the applicant has been given the answer. At the same time to the applicant the notice on leaving of claim without consideration with reference to the answer issued earlier goes.
- 30.9. The answer to claim is provided to the Party which has declared claim, in writing and is signed by the Authorized representative of the Party.
  - 30.10. All disputes and disagreements arising during interaction of the Parties within the agreement on broker service in stock market, concluded with the Client, and not settled in claim order, are subject to permission in Arbitration court of Moscow (if the Client legal entity), or in court of law in the location of the place of customer service (if the Client physical person), in accordance with the legislation of the Russian Federation.
- 30.11. For the purposes of observance of pre-judicial order of the dispute settlement obligatory according to provisions of the Arbitration procedural code of the Russian Federation, the Party have defined:
  - term for consideration by the Client of claim from ICBC Bank (JSC) and for taking measures to pre-judicial settlement of such claim (in total) makes no more than 30 (thirty) calendar days of date of the direction of claim of ICBC Bank (JSC).
  - term for consideration of ICBC Bank (JSC) of claim from the Client and for taking measures to pre-judicial settlement of such claim (in total) makes 30 (thirty) calendar days from the date of receipt of claim of ICBC Bank (JSC) (dates in which the claim is considered received ICBC Bank (JSC) in accordance with the legislation 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 three 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.

President Li Wencong

Annex No 1 to the Terms and Conditions for ICBC Bank Brokerage Services on the Securities Market

# The declaration on the risks arising during the work on securities market and the foreign exchange market.

The purpose of this declaration - to provide to the Client information on the risks connected with implementation of transactions on securities market, the foreign exchange market and to warn about possible losses at implementation of transactions on securities market and the foreign exchange market.

The bank also pays attention of the Client that the declaration does not open all possible risks owing to variety of the situations arising on securities market and the foreign exchange market however will allow to determine the acceptable level of risks for itself, to really estimate the opportunities and to approach responsibly the solution of question of the beginning of carrying out transactions on securities market and the foreign exchange market.

In this declaration the risk at implementation of transactions on securities market and the foreign exchange market is understood as possibility of situation which can cause loss of part or even all invested means.

During the work on securities market and the foreign exchange market the Client needs to consider following risk factors of the most different property.

**Systemic risks** - the risks connected with functioning of system in general. It is risk of change of political situation, risk adverse (from the point of view of essential conditions of business) changes in the Russian legislation, in particular in the field of the taxation or restriction of investments into the separate industries of economy, the general bank crisis, default, risk of sharp falling of ruble exchange rate in relation to the principal world currencies.

The price (market) risk - risk of losses owing to the adverse changes in price, including because of adverse change of political situation, sharp devaluation of national currency, crisis of the market of the state debt obligations, bank and currency crisis, force majeure circumstances, mainly spontaneous and military character, and as a result, leads to decline in yield or even losses. Depending on the chosen strategy the market (price) risk will consist in increase (reduction) in the price of financial instruments. The client has to realize that the cost of the financial instruments belonging to the Client can both grow, and to decrease, and its growth in the past does not mean its growth in the future. To reduce market risk, the Client should show consideration for the choice and diversification of financial instruments. Besides, it is attentive to study these Regulations to estimate expenses with which ownership and transactions will be connected with financial instruments and to be convinced, that they are acceptable for the Client and do not deprive the Client of the expected income.

**Liquidity risk** - possibility of difficulties at sale or purchase of asset at the expected price at a given time. This risk can be shown, in particular, in need of quick sale of financial instruments, in the losses connected with considerable decrease in their cost.

Credit risk - risk of losses owing to non-performance of the contract and other commitments assumed by other persons in connection with your transactions. The counter-party risk — the third party which is shown in risk of non-execution of obligations to the Client or Bank from partners is among credit risks. The bank takes

measures for risk minimization of the partner, however cannot exclude it completely. The counter-party risk at commission of the transactions made in unorganized market without participation of the clearing organizations which assume risks of nonexecution of obligations is especially high.

**Risk of bankruptcy of the issuer** - risk of possibility of approach of insolvency of the issuer of security that will lead to sharp falling of the price of such security (events) or impossibility to extinguish it (debt securities).

Currency risk - risk of losses owing to adverse changes of currency rates in case of implementation of currency risk the income from ownership of financial instruments can be subjected to inflation influence (decrease in real purchasing power) owing to what the part of the income can be lost, and also losses are suffered. The currency risk can also lead to change of the size of obligations for the financial instruments connected with foreign currency or foreign financial instruments that can lead to losses or to difficulty of opportunity to be calculated on them.

**Percentage risk** - risk of losses because of negative changes of interest rates. The percentage risk can to be caused by discrepancy of terms of claiming (repayment) of requirements and obligations, and also unequal extent of change of interest rates for requirements and obligations.

**Industry risks** are connected with adverse functioning of certain industry that directly affects activity of the companies occupied in it, so, and cost indexes of the securities issued by them. Often negative condition of such industry is transferred to the companies from other dependent industries.

**Risk of emergence of conflict of interest** at implementation of professional activity on securities market. For the purpose of prevention of effects of possible conflict of interest for Clients the Bank observes the principle of priority of interests of Clients before own.

**Risk of wrongful acts** concerning property of the Client and the Client's rights protected by the law from the third parties, including the issuer, the registrar or depositary.

**The legal risk** - is connected with possible negative effects of the adoption of the legislation or regulations, standards of the self-regulatory organizations regulating securities market or other industries of economy. The possibility of change of rules of calculation of tax, the tax rates, cancellations of tax deductions and other changes of tax laws which can lead to effects, negative for you, also belongs to legal risk.

**Operational (technical, technology, personnel) risk** - risk of real or indirect loss because of malfunctions of information, electric and other systems, and also their inadequacy, because of the mistakes connected with imperfection of infrastructure of securities market, technologies of carrying out transactions, procedures of management, accounting and control because of actions (failure to act) of personnel and third parties, as a result of influence of external events, and also when using systems of remote access. Carrying out Trade and Uncommercial operations with use of systems of remote access bears the following additional risks:

- commission by the third party on behalf of the Client of transactions in systems of remote access (including leading to loss for the Client) as a result of obtaining by such person in a random way or as a result of its deliberate actions of unauthorized access to possibility of commission on behalf of the Client of such transactions;

- risk of carrying out by the Client in system of remote access of the transactions inappropriate to its intentions, for the reasons connected with insufficient experience of the Client in specific system of remote access and\or commission of accidental actions by it;
- impossibility of the direction to Bank of Administrative messages for the reasons of technical character (failures in work of the used computer equipment, the software, communication networks, power supply, etc.).

The bargains concluded with exceeding of own means namely **Unsecured transactions** belong to the transactions connected **with the increased risk.** At commission by the Client of Unsecured transactions there are following additional types of risks:

- Making Unsecured transactions of purchase, the Client bears price risk as on the assets purchased on own means and on the assets which are providing obligations of the Client to Bank. Thus, the size of the assets which are put risk of the adverse change in price is more, than at usual trade. Respectively and losses can come in big sizes, in comparison with trade only with use by the Client of own means.
- Making Unsecured transactions of sale, the Client bears risk of increase in the prices of the securities transferred to the Client. The client is obliged to return securities irrespective of change of their cost. At the same time the current market value of securities, can exceed considerably their cost at initial sale.
- Risk of refusal of Bank in acceptance of Order for the Unsecured transaction, even provided that this Order does not violate all requirements of Regulations.
- The client undertakes to support the sufficient level of providing the obligations to Bank that in certain conditions can entail need of the conclusion of transactions of sale and purchase regardless of current status of market prices and by that implementation of price risk, risk of loss of the invested means or risk of the losses exceeding the invested amount.
- At the movement of the prices, adverse for the Client, for maintenance of portfolio value of the Client, in the cases provided by Regulations, the position of the Client can be compulsorily liquidated that can lead to implementation of risk of loss of the income, risk of loss of the invested means or risk of the losses exceeding the invested amount.

As the most risky it is considered to be **speculative transactions in the foreign exchange market** (exchange currency tools). On the one hand, at transactions in **the foreign exchange** market the Client has to mean that at adverse situation for the position taken by it there is probability during rather short period of time to lose the part or all the means deposited in the form of providing, including in the form of Warranty providing in terms of the foreign exchange market. On the other hand, for maintenance of already open position, from the Client can be required to deposit additional resources (to increase collateral security) the considerable size and in a short space of time. At impossibility to deposit additional resources in due time the position of the Client can be compulsorily closed at a loss and the Client will be responsible for any losses formed at the same time.

It is also necessary to pay attention to liquidity of the relevant contracts as closing of positions on illiquid contracts can lead to substantial damages.

Considering the above, the Bank recommends to the Client to consider attentively question of whether the risks arising when carrying out transactions in the Russian stock market, the foreign exchange market acceptable for it taking into account its investment purposes and financial opportunities are.

The client bears complete responsibility for safety and safety **of key information of system**. The bank does not bear damage liability, arisen owing to disclosure by the Client of key information of system, its loss or transfer, regardless of the reasons, to unauthorized persons.

The client bears complete responsibility for safety and safety of the hardware-software means involved in the Authentication mechanism. The bank does not bear damage liability, arisen owing to disclosure by the Client of login, the password of access, their loss or transfer, regardless of the reasons, to unauthorized persons.

For exception of risk of emergence of conflict of interest and risk of wrongful acts concerning property of the Client, registration by the Client of the power of attorney on bank employees is not allowed.

#### The declaration on the risks connected with transactions with exchange currency tools

Making Unsecured transactions with exchange currency tools, the Client bears price risk as on the assets purchased on own means and on the assets which are providing obligations of the Client to Bank. Thus, the size of the assets which are put risk of the adverse change in price is more, than at usual trade. Respectively and losses can come in big sizes, in comparison with trade only with use by the Client of own means.

From the state ruble exchange rate is controlled by the Bank of Russia by introduction of restrictions of limits of changes of course of the Russian currency, by carrying out currency interventions in the foreign exchange market, and also by use of other mechanisms available to the Bank of Russia.

The legislation of the Russian Federation sets the mode of implementation of currency transactions, control behind which observance performs the Bank of Russia and credit institutes authorized by it. At the same time the Bank of Russia has the right to independently change procedure of currency transactions and to issue the corresponding permissions to implementation of such transactions, when necessary.

The investments performed and/or estimated in foreign currency, as well as currency-exchange (conversion) transactions, can be subject to risk of the considerable revaluations and changes connected with high rate of inflation in this or that currency and possible adverse changes of currency exchange rates.

The bank also notifies the Client on the following risks connected with acquisition of foreign securities:

#### The declaration on the risks connected with acquisition of foreign Securities

The general risks connected with transactions on securities market with the following features are inherent in transactions with foreign securities.

**Systemic risks.** In relation to foreign securities the systemic risks inherent to the Russian stock market are supplemented with the similar systemic risks inherent to the country where are issued or the corresponding foreign securities address. Political situation, features of the national legislation, currency control and probability of their change, condition of public finances, availability and degree of development of financial system of the country of the location of the person obliged on foreign security belong to the major factors influencing the level of systemic risk in general.

Many other factors, including probability of introduction of restrictions for investments into the separate industries of economy or probability of single-step devaluation of national currency can exert impact on the level of systemic risk also. The commonly accepted integral assessment of systemic risk of investments into foreign security is the "sovereign rating" in

foreign or national currency appropriated to the country in which the issuer is registered by the international rating agencies MOODY'S, STANDARD & POOR'S, FITCH IBCA however it must be kept in mind that ratings are only reference points and can not correspond at the specific moment to real situation.

In case of transactions with foreign depositary receipts in addition to the risks connected with the issuer of receipts it is necessary to consider also the risks connected with the issuer of the foreign securities represented by these receipts.

Now the legislation permits Russian to Clients, including not being qualified, acquisition of the foreign securities allowed to public placement and (or) the public address in the Russian Federation as abroad, and in Russia, and also accounting of the rights to such securities by the Russian depositaries allows. Meanwhile, there are risks of change of regulatory approaches to ownership and transactions, and also to accounting of the rights to foreign financial instruments therefore there can be need on their alienation contrary to plans of the Client.

**Legal risks.** At acquisition of foreign securities it is necessary to realize that they are not always analogs of the Russian securities. Anyway, the rights granted on them and rules of their implementation can significantly differ from the rights on the Russian securities.

Possibilities of judicial protection of the rights on foreign securities can be significantly limited to need of the appeal to foreign judicial and law enforcement agencies on statutory rules which can significantly differ from acting in Russia. Besides, at transactions with foreign securities the Client in most cases will not be able to rely on protection of the rights and legitimate interests by the Russian authorized bodies.

**Disclosure of information.** The Russian legislation allows disclosure of information concerning foreign securities by the rules existing abroad and in English. The client has to estimate the readiness to analyze information in English, and also whether he understands differences between the rules of the financial reporting accepted in Russia, International Financial Reporting Standards or rules of the financial reporting under which information is published by the issuer of foreign securities.

Also Russian trade systems and (or) brokers can make transfer of some documents (information) opened by the foreign issuer for convenience of the Client. In this case transfer can be perceived only as auxiliary information to officially opened documents (information) in foreign language. The client has to consider probability of the mistakes of the translator including connected with possible different transfer of the same foreign words and phrases or lack of the commonly accepted Russian equivalent.

Considering the above, the Bank recommends to the Client to consider attentively question of whether the risks arising when carrying out the corresponding transactions, acceptable for the Client taking into account the investment purposes and financial opportunities of the last are. This Declaration does not aim to force the Client to refuse implementation of such transactions, and is urged to help the Client to estimate their risks and to approach responsibly the solution of question of the choice of investment strategy and terms of the contract with the broker (managing).

The declaration on the risks and the rights connected taking into account and storage of the money of the Client transferred to the broker.

The statement purpose in this Declaration of potential risks which can take place in connection with rendering services to the Client is informing the Client on possibility of

occurrence of such risks that, however, does not exempt Bank from liability to the Client provided in Regulations if action/failure to act of Bank has led to non-execution or untimely execution of Orders of the Client by Bank or other obligations of Bank according to Regulations.

The money given by the Client to Bank for execution and (or) the ensuring obligation fulfillment allowed to clearing will be considered by Bank on the monetary account (accounts) opened (opened) by Bank in credit institutions together with money of other clients of Bank. The cash accounting of the Client on the monetary account together with money of other clients of Bank can bear in itself the risk of delay of return to the Client of money or untimely execution of the order of the Client or non-execution of the obligations which have arisen owing to execution of the order of the Client caused by wrong cash write-off of the Client at the request of other client of Bank as a result of assumption of operational mistake of bank employees or failure in work of the corresponding software.

The bank, including for the purpose of decrease in possible risks, keeps the separate internal cash accounting and transactions with money of the Client separately from money and transactions with money of other clients and Bank.

In the cases provided by the applicable legislation, the Bank upon the demand of the Client opens monetary account for execution and (or) the ensuring obligation fulfillment allowed to clearing and arisen owing to execution of the order of the Client.

Information about opened by Bank monetary accounts is provided to the Client according to provisions of Regulations or on its request in the volume provided by the applicable legislation.

## <u>The declaration</u> on the risks connected with implementation of transactions with bonds of federal loan for physical persons

The purpose of this declaration - to provide to the Client information on the risks and restrictions connected with implementation of transactions with bonds of federal loan for physical persons (further - federal loan bond with the indexed face value), and to warn about possible losses at implementation of transactions with these securities.

The bank pays attention of the Client that the declaration does not open all possible risks owing to variety of the situations arising on securities market however will allow to determine the acceptable level of risks for itself, to really estimate the opportunities and to approach responsibly the solution of question about carrying out transactions with federal loan bond with the indexed face value, including, taking into account features of their address.

In this declaration as risk at implementation of transactions with federal loan bond - the N is understood possibility of situation which can cause loss of the invested means, to non receipt of the expected income, the Client's expenses connected with acquisition of federal loan bond with the indexed face value.

Restrictions for transactions with federal loan bond with the indexed face value

In accordance with the terms issue and the circulation of bonds of federal loan for physical persons, approved as the order of the Ministry of Finance of the Russian Federation of March 15, 2017 No. 38n (further - issue Conditions), the Address of federal loan bond with the indexed face value in secondary market is not allowed, except for the redemption of bonds by

the issuer's agents, including Bank, and transfers of federal loan bond with the indexed face value to inheritance to physical persons. Acquisition of federal loan bond with the indexed face value by the third parties for the benefit of owners and (or) on their order is not allowed. Bonds can be transferred in order of succession compliance with the legislation of the Russian Federation on inheritance. Transactions between Owners with Bonds is not allowed, except as specified, provided by issue Conditions. Conditions of issue set restrictions on the maximum quantity of federal loan bond with the indexed face value who can is in ownership at the Client.

## Risk of loss of the income and/or part of the invested means at presentation by the Client of federal loan bond with the indexed face value to the redemption till repayment period.

The client needs to pay special attention on the fact that in accordance with the terms issues at the redemption of federal loan bond with the indexed face value before the expiration of 12 months from the date of their acquisition, the cash amount which is subject to payment to the Client is calculated as the redemption federal loan bond with the indexed face value price amount, defined as the price of acquisition of federal loan bond with the indexed face value by the Client without the commission of Bank (see below Risk of emergence of additional expenses of the Client) and without the accrued coupon income of federal loan bond with the indexed face value paid by the Client in day (further - ACI), but is not higher than its nominal value, and ACI amount on the federal loan bond with the indexed face value paid by the Client in day of acquisition of federal loan bond with the indexed face value reduced by the amount of the coupon income paid to the Client on federal loan bond with the indexed face value on the date of payment of such income).

Thus, at the redemption of federal loan bond with the indexed face value before the expiration of 12 months from the date of their acquisition the Client loses the coupon income paid to it on federal loan bond N before date of the redemption and does not receive ACI for the current coupon period for date of the redemption federal loan bond with the indexed face value. Besides, in case of acquisition by the Client of federal loan bond with the indexed face value at placement at the price above the nominal value of federal loan bond with the indexed face value , at the redemption of such federal loan bonds with the indexed face value before the expiration of 12 months from the date of their acquisition the price of the redemption will be determined not by the actual price of acquisition of federal loan bond with the indexed face value by the Client, and by the nominal value of federal loan bond with the indexed face value

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In accordance with the terms issues at the redemption of federal loan bond with the indexed face value after 12 months from the date of their acquisition the cash amount which is subject to payment to the Client is calculated as the redemption federal loan bond price amount with the indexed face value, defined as the price of acquisition of federal loan bond with the indexed face value by the Client without the commission of Bank (see below Risk of emergence of additional expenses at the Client) and without the acquisition of federal loan bond with the indexed face value of ACI paid by the Client a day, but is not higher than its nominal value, and the amount of the coupon income which is saved up on federal loan bond with the indexed face value from start date of the current coupon period before day of write-off of federal loan bond with the indexed face value from the custody account of the Client inclusive.

Thus, in case of acquisition by the Client of federal loan bond with the indexed face value at placement at the price above the nominal value of federal loan bond with the indexed face value, at the redemption of such federal loan bonds N after 12 months from the date of their acquisition the price of the redemption will be determined not by the actual price of acquisition of federal loan bond N by the Client, and by the nominal value of federal loan bond with the indexed face value.

In case of violation of restriction on the maximum number of federal loan bond with the indexed face value of the right of owners, the issues of federal loan bond with the indexed face value provided by Conditions (receipt of nominal value of Bonds at its repayment; receipt of the coupon income calculated in accordance with the terms issues; right of disposal in order of succession; pledge of federal loan bond with the indexed face value ), on the federal loan bonds with the indexed face value purchased over the specified restriction do not arise. The specified Bonds are subject to return to the Issuer in the order provided by these Conditions with compensation to the Client of cash amount in the volume determined by Conditions of issue and these Conditions.

**Percentage risk** - risk of losses because of changes of interest rates. In view of the risk of loss of the income described above at presentation of federal loan bond with the indexed face value to the redemption till repayment period and possibility of receipt of the expected income only in case of continence of federal loan bond with the indexed face value before repayment date, Clients should consider that in three-year time before repayment at change of interest rates in the market financial instruments with other, including, more attractive profitability can appear.

Risk of emergence of additional expenses of the Client. In accordance with the terms issues, at acquisition and the redemption of federal loan bond with the indexed face value from the Client the fee of Bank according to the terms of the contract about broker service concluded between the Client and Bank is charged. The bank recommends to the Client to consider also other expenses which the Client (payment for depository [and others] can incur services, tax payments and so forth), defining the acceptability for itself carrying out transactions with federal loan bond with the indexed face value.

Considering the above, the Bank recommends to the Client to consider attentively question of whether the risks arising when carrying out the corresponding transactions, acceptable for the Client taking into account the investment purposes and financial opportunities of the last are. This Declaration does not aim to force the Client to refuse implementation of such transactions, and is urged to help the Client to estimate their risks and to approach responsibly the solution of question of the choice of investment strategy and terms of the contract with the broker. Restrictions for ownership and transactions with foreign financial instruments.

Present the Bank reports that the Client within the Agreement on broker service independently makes investment decisions and independently considers the restrictions regarding ownership and use of foreign financial instruments established Federal by the law of 07.05.2013 No. 79FZ "About prohibition to separate categories of persons to open and have accounts (deposits), to store cash and values in the foreign banks located outside the territory of the Russian Federation, to own and use foreign financial instruments". The bank recommends to examine the specified restrictions to the direction of each order for transaction.

The bank does not bear responsibility for violation the Client of the restrictions for ownership and transactions with foreign financial instruments established by the legislation of the Russian Federation.

The bank is member National Financial Association Self-regulatory organization which you can address in case of violation of your rights and interests. State regulation and supervision concerning activity of issuers, professional participants of securities market, organizers of trade and other financial institutions is performed by Central Bank of the Russian Federation which you can also address in case of violation of your rights and interests. In addition, you have the right to address for protection in judicial and law enforcement agencies.

The declaration on the risks connected with implementation of transactions with incomplete lots of eurobonds for physical persons

Conditions of documentation on issue of foreign bonds (further - "eurobonds" or "notes") may contain regulations on the minimum denomination in which notes are issued. As a result of commission by the Client of transactions in volume, there is less minimum denomination of note, the Client purchases the tool, derivative of it, which is not representing the minimum denomination of the eurobond in accordance with the terms of its release ("tool") that can entail for the Client the following restrictions in the rights and additional risks, in particular:

#### Impossibility to perform transactions in Euroclear/Clearstream

Rules of foreign depositaries in which the rights on eurobonds are considered and conditions of issue of eurobonds can provide that transactions with such papers can be considered only in the volume equal to the denomination established by release conditions. Thus, in case of acquisition of tools by the Client in volume, there is less minimum denomination established by conditions of issue of eurobonds, the Client can have no opportunity to transfer such tools for calculations to Euroclear/Clearstream. For implementation of the specified transactions to the Client can be required to purchase the additional volume of tools their total amount conformed to the requirement about the minimum denomination established by conditions of issue of eurobonds.

#### The restrictions connected with implementation of the rights on eurobonds

The rights of holders of notes which realization is enabled according to the decision of the corresponding holder of note or the holders conforming to certain requirements can be provided by conditions of issue of eurobonds (depending on documentation conditions).

For example, the right of the holder of note to demand its redemption at approach of certain events (option of fetters) can be provided by conditions of issue of eurobonds. Depending on conditions of the corresponding issued documentation, the Client who has purchased the tool in volume is less than minimum denomination of the note established by release conditions, can be limited in opportunity to implement such option because the volume of tools belonging to it does not represent denomination of note in which it is let out according to its conditions. Conditions of issue of eurobonds provide requirements to participation of bond holders in socalled "corporate" actions. Depending on conditions of the corresponding documentation on issue of eurobonds, participation in such actions can be caused by availability at the Client of necessary volume of eurobonds of the minimum denomination which was not less established by conditions of release.

Receipt of certificates of eurobonds

As a rule, conditions of documentation on issue of eurobonds provide receipt of notes by holders in limited quantity of cases of the certificate of eurobonds. At approach of the bases for issue of such certificates in accordance with the terms of documentation on issue of eurobonds, the Client who has purchased the tool in volume is less than minimum denomination, can not receive the appropriate certificate until its volume of tools does not correspond to the denomination established by conditions of documentation on issue of eurobonds.

The above list concerns only special risks connected with acquisition of notes in volume, it is less than established minimum denomination. This list of risks is not exhaustive. We recommend to Clients to get acquainted attentively with conditions of documentation on issue of eurobonds and to comprehensively study question of the acceptability for them the investments stated above taking into account their own investment purposes, risks connected with such investments and also other circumstances, relevant for the corresponding Client.

#### Money

The money enlisted by the broker into the special brokerage account (accounts), or transferred to the broker, being credit institution is not subject to insurance according to the Federal law upon December 23, 2003 N 177-FZ "About deposit insurance in banks of the Russian Federation".

The list of the risks stated above is not exhaustive in this connection, the Client can bear the additional risks connected with implementation of transactions on securities market and the foreign exchange market.

This "The declaration on the risks arising during the work on securities market and the foreign exchange market" is read and understood by me. I realize real risks at adoption of 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

Hereby, to fulfill the requirement FZ dated July 27, 2006 On Person I,	ts of and in accordance with Art. 9 of Federal Law No. 152-nal Data,
Surnar	ne, name, middle name of physical person
Number, month, year of birth	
Birthplace	
Identity document, name	
$N_{\underline{0}}$	it is
	issued
It is registered to the address _	date of issue of the document, the name of the issued body
	(address/place of registration)
Russian Federation, hereinafter carried out with the use of automa (operations) performed without u systematization, accumulation, stransfer (distribution, provision, amy personal data, namely: Full name, gender, date and placissue and the issuing authority	C (JSC), 29, Serebryanicheskaya emb., Moscow, 109028, referred to as the "Bank", to the processing of personal data ation tools (any action, operation) or set of actions sing automation tools, including collection, recording, orage, updating (specification, modification), extraction, use, access), depersonalization, blocking, deletion, destruction of the of birth, Citizenship, passport series and number, date of action of the phones and faxes, e-mail address, postal address, INN

Full Name

I give my consent to the use of my personal data in order to: ensure compliance with the laws and other regulatory legal acts of the Russian Federation. This consent is valid until the expiry

(Taxpayer Identification Number), SNILS (Insurance Number of Individual Ledger Account), copies of all pages of the identity document, in order to ensure access to the Bank's information resources within the framework of a contract concluded between the Bank

of the term of the Contract between				
Full Name				
and the Bank or until the date of its withdrawal by sending to the Bank ICBC (JSC) a written request for said recall in an arbitrary form, unless otherwise stipulated by the legislation of the Russian Federation.				
I have read and understood the procedure for withdrawal of the consent 1to processing of personal data.				
I confirm that by giving such consent, I act on my own and for my own benefit.				
On behalf of the Customer// Signature Full Name				
In case of the conflict between the text of this consent in the Russian and English languages, the interpretation of the provisions of this consent is based on the Russian text.				
Bank ICBC (JSC)				
Date and time of acceptance: "" 20 hour min.				
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		
	king accounts details	S:
Settlements in rubles:		
Beneficiary:		
G1		
Settlement account:		
Name of the bank, INN/KPP:		
Name of the bank, INN/KPP: Correspondent account:		
Name of the bank, INN/KPP: Correspondent account: BIC:		
Name of the bank, INN/KPP: Correspondent account: BIC: Use these details for yield transfer	W.	
Name of the bank, INN/KPP: Correspondent account: BIC: Use these details for yield transfer (check the necessary item with X or	Yes	No
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
Name of the bank, INN/KPP: Correspondent account: BIC: Use these details for yield transfer (check the necessary item with X or	Yes	No
Name of the bank, INN/KPP: Correspondent account: BIC: Use these details for yield transfer (check the necessary item with X or V) Other ruble details for yield transfer	Yes	No
Name of the bank, INN/KPP: Correspondent account: BIC: Use these details for yield transfer (check the necessary item with X or V) Other ruble details for yield transfer Settlements in foreign currency (in	Yes	No
Name of the bank, INN/KPP: Correspondent account: BIC: Use these details for yield transfer (check the necessary item with X or V) Other ruble details for yield transfer Settlements in foreign currency (in US dollars, in euros, in yuans (as	Yes	No
Name of the bank, INN/KPP: Correspondent account: BIC: Use these details for yield transfer (check the necessary item with X or V) Other ruble details for yield transfer Settlements in foreign currency (in	Yes	No
Name of the bank, INN/KPP: Correspondent account: BIC: Use these details for yield transfer (check the necessary item with X or V) Other ruble details for yield transfer Settlements in foreign currency (in US dollars, in euros, in yuans (as applicable)):	Yes	No
Name of the bank, INN/KPP: Correspondent account: BIC: Use these details for yield transfer (check the necessary item with X or V) Other ruble details for yield transfer Settlements in foreign currency (in US dollars, in euros, in yuans (as applicable)): Beneficiary:	Yes	No
Name of the bank, INN/KPP: Correspondent account: BIC: Use these details for yield transfer (check the necessary item with X or V) Other ruble details for yield transfer Settlements in foreign currency (in US dollars, in euros, in yuans (as applicable)): Beneficiary: Account of beneficiary:	Yes	No
Name of the bank, INN/KPP: Correspondent account: BIC: Use these details for yield transfer (check the necessary item with X or V) 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:	Yes	No

Use these details for yield transfer					
(check the necessary item with X	Yes	No			
or V)					
Registration as a professional					
securities market participant (check	Yes	No			
the necessary item with X or V)					
Licenses of a pro-	essional 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:					
T					
Taxpayer status (resident or					
nonresident)					
Tax benefits (check the necessary	Yes	No			
item with X or V):					
Copies of documents on tax benefits are enclosed on pages <sup>2</sup>					
Correspondence delivery form (check the necessary item with X or V):					
mail email	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				
	1				
<u> </u>					

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)

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

Seal			
imprint			
Managing Director			
	/	/	
title	signature	Name	
Representative acting un	der		
/		<del></del>	
document name sign	ature name		
L.S.			
Date of filling in the For	n	, 20	
Date of fiffing in the Poli		, 20	

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 many many and (vinlage athemyica)	
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 t	he 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	
	g the right of a foreign citizen or a person without
	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)	
	tion as an individual entrepreneur <sup>2</sup> :
state registration number	
date of registration	
name of registration authority	
place of registration	

<sup>&</sup>lt;sup>2</sup> the space shall be filled in by an individual registered as an individual entrepreneur

Information on the license for the activity subject to licensing:			
type			
number			

license issue date							
issued by							
term							
list of activities subject to licens							
	Banki	ng account	ts deta	ils:			
Settlements in rubles:							
Beneficiary:							
Settlement account:							
Name of the bank, INN/KPP:							
Correspondent account:							
BIC:							
Use these details for yield			Yes			No	
(check the necessary item with 2			1 05				
Other ruble details for yield tran	ısfer						
Settlements in foreign currency	(in US						
dollars, in euros, in yuar	ns (as						
applicable)):							
Beneficiary:							
Account of beneficiary:							
Name of the bank:							
Correspondent account of the ba							
Use these details for yield			Yes				No
(check the necessary item with 2							
Other details in foreign curren	ncy for						
yield transfer							
Correspondence deli	very for	m (check t	he nec	essar	y item y	wit	h X or V):
mail email		personally via an author		thorized			
				representative			
Communications excl	nange fo	rm (check	the ne	cessa			
mail email		personall	y		via an	au	thorized
					repres	sent	ative
Purpose of form sub	omission	(check th	e nece	essary	item w	ith	X or V):
Primary filling up of the form			Mod	ificati	ion of tl	he f	form
Additional information							
(pricing plan, etc.)							
Sample signature of designated	persons	acting und	ler the	powe	er of att	orn	iey:
No. Name	Signat	ure sample	,	Pow	er of A	ttor	nev
		<u> </u>			dat		
				1,0.			, 20
Spacim	on						
Specimo					- 1		
persona							
signatur					(6.	11	
						(fu	ll name)
Date of filling in the Form			, 2	20	_		

	Annex No 5 to the for ICBC Bank Brokerage Services on the Securities Market  Agreement for Brokerage Services on the Securities Market No dated
	er Noallocation of Funds or Securities
Customer	
	Under urities market I hereby request that the following rformed:
deposit monetary funds/ securities	withdraw monetary funds/ securities
Monetary funds: in the clear In the amount	
balance amount of:	
(amount in digits)	(currency)
(amount in wo	rds with currency indication)
Number in digits signature:	Number in words Customer's
L.S.	

Terms and Conditions

Ref No Order accep "Balance of	f Current Accoun	Date					_!
				for ICB			nd Conditions ervices on the
				or	eement for the Secur da	ities Mark	
Custom		Secu dated		Fransactio			
_	ation code alidity peri	od (business days	3)				
Hereby	the Custo	mer assigns Bank nd under the follo	ICBC (JSC)		n the follo	wing oper	rations to the
Time	Issuer	Type, category, issue, tranche, series of security	Order type	Price per security	Price currenc y	Q-ty (pcs)	Trading site (market sector)
		ons (if the settler		y differs fro	om the Rus	ssian curre	ency, the full
Custom	ıer						
L.S.			full name				
Ref No Order a	Date ccepted by	nt Account permit		/	(Moscow)		
Executi	on date:						

Annex No 7 to the for ICBC Bank Brokerage Services on the Securities Market

Agreement for Brokerage Services on the Securities Market No

			da	ted _					_	
Order description of withdrawal of m	No		for							
Customer										
Registration code Order validity period									_	
Please, transfer to the specified account										
Decreasing the balance of funds payable to me	e in the trad	ing syste	em:*							
* 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 in	dication)								
Bank of beneficiary	- with currency tra									
BIC of the bank of beneficiary									_	
Corr. account of the bank of beneficiary										
Beneficiary (Customer's name)		, 1		'	•	•	•		'	
Beneficiary's TIN (10 digits for a legal entity	<i>y</i> )									
S-441		<u> </u>								
Settlement/Correspondent account of the recipient										

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

Managing Director: Chief Accountant:	/	Terms and Conditions// L.S.
for office use of Bank ICBC (JSC) Ref No Date	20 time (N	Moscow)
		(105C0W)
Order accepted by an employee of Ba	ink ICBC (JSC)	
"Balance of Current Account permits	"	
/	/	
Execution date:		, 20

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

			Agree			Broke urities	_	
					- date	ed		 
Customer	withdrawaldated		etary 1	funds	8			
Registration code Order validity period _								 
Registered at:								
Passport		series			No	).		
date of issue  Please, transfer to the	issued	•						 
Decreasing the balanc	e of funds payab	le to me in th	ne trading	syste	m:*			
* specify the name of the trading sy	<u>vstem</u>	_						
in the clear In balance amount o	n the amount					=		
	(amount in digits)			(cur	rency)			
	(amount	in words with curr	ency indication	ı)				
Bank of beneficiary	,							

	Terms and Conditions
BIC of the bank of beneficiary	
Corr. account of the bank	
of beneficiary	
Beneficiary (Customer's	
name)	
Beneficiary's TIN (12 digits for a natura	al
person)	
Account of beneficiary:	
Purpose of payment (No of card, No of personal	l account with the Bank, etc.)
Customer's signature:	
for office use of Bank ICBC (JSC)	
· · · · · · · · · · · · · · · · · · ·	_, 20time (Moscow)
Order accepted by an employee of Bank ICBC (	
"Balance of Current Account permits"	
/	/
Execution date:	, 20

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

		Agreement for Brokerage Services on the Securities Market No dated
	Order No Securities Purcha dated	se in Auction
Customer:		
Registration code		
20 Issuer's name	`	SC) to purchase in auction,
Securities (shares/bond	ds), issue Noand under the following te	, category, series in
Price, % of par valu	Number, pcs	Provisions amount, RUB
Non-Competitive		
	Compe	titive
Price, % of par value	Number, pcs	Provisions amount, RUB
Order validity period		
Customer's signature		( )LS.

Terms and Conditions

for office use of F Ref No Dat	· ·	•	, 20	_time (I	Mosco	w)	
Order acc (JSC)	cepted b	by e	employee			Bank	ICBC
"Balance of Curre					/		/
Execution date:			,	20			
			fe		Bank	Brokerage So	nd Conditions ervices on the
						for Brokera Securities	ge Services Market No
						dated	
		cance	der No i				
	•	dated					
Customer							
Registration c Order validity pe							<u> </u>
Please, cancel							
Order No No					-	20	, ,
Timeframe for		Date		Time		Full name	Signature L.S.
Customer							
ICBC	accepted						
Bank (JSC)	completed						

for office use of Bank ICBC (JSC) Ref No Date	, 20 _time (Moscow)
Order accepted by an employee of I	Bank ICBC (JSC)
/	
"Balance of Current Account permi	ts"
/	
Execution date:	, 20

Annex No 11 to the Terms and Conditions for ICBC Bank Brokerage Services on the Securities Market

### **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 wit 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.	Sale and purchase of state federal, subfederal, municipal and corporate securities (including shares) in the Moscow Exchange Group securities market, Daily turnover	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)

Nº	SERVICES	Special Tariff
1.	Purchase and sale of the government federal, sub federal, municipal and corporate securities (including events) in stock market of Moscow Exchange Group, Turnover in day.	The commission is calculated from the trade turnover according to all transactions made during the day in each currency separately. The fee is charged in settlement currency according to transactions in day of implementation of payment under transactions, %
1.1.	On exchange trading	0,0065
2	Purchase and sale of securities in over-the-counter market	
	On DVP basis	0,0065
	Non DVP basis	0,1

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)		
OKPO (mandatory) Unique identifier of a legal entity (for non-r	resident Customers)	
Customer's securities account number		
Customer_		
_, rep	presented	by
under	(1	, acting
under authorizes Bank ICBC (JSC), 29, Serebrya 7750004217, KPP: 775001001, OGRN: 10 behalf of the Customer: Receive repayment amounts, partial	anicheskaya emb., Moscow, 10 077711000157, perform the fo	99028, Russia TIN: ollowing actions on
Bonds owned by the Customer outstanding dividends on shares purchased by Bank In Customer (transferred by the Customer to the (JSC) for operation in the formal market for	ng in the formal market for second CBC (JSC) at the expense and the Customer's securities account	ecurities as well as d on behalf of the
Bank ICBC (JSC) may perform all n Power of Attorney.	necessary actions to execute ord	ers specified in this
This Power of Attorney shall be valid through	gh, 20	
Managing Director:		/
L.S.		
2.5.		
	Annex No 13 to the To for ICBC Bank Broke Securities Market	
Power	of Attorney	
Power of Attorney issue place	date	20
Customer's securities account number		
Ī,		2
I,	, pas	sport: series
No issued by		on
, 20 (hereafter the Custo	omer), authorize Bank ICBC (J	SC), 29,
Serebryanicheskaya emb., Moscow, 10902 OGRN: 1077711000157, perform the follow	wing actions on behalf of the Cu	ustomer:
Receive repayment amounts, partial	redemption of nominal value,	coupon income on

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

sary actions to execute orders specified in the	
, 20	
(full name)	
Annex No 14 to the Terms and Conditions for ICBC Bank Brokerage Services on the Securities Market	

NOTICE ON OPENING A SECURITIES SETTLEMENT ACCOUNT

Recipient's name

															-						,	JSC) No
3	0	6	0																		1	
under Agreement fo  :  3 0 6 0  Assigned regi  Signature of authorize  Power of Attorney  Customer),	<u> </u>								<u> </u>			<u> </u>		l		<u> </u>	_					
Signature of authorized employee of Bank ICBC (JSC) Last name, initials  Annex No 15 to the Terms and Condition for ICBC Bank Brokerage Services on the Securities Market  On the organization's headed paper.  Power of Attorney  Power of Attorney  Power of Attorney issue place (issue date)																						
	1 1.5	91511	cu i	cg.	gti a			uc. <sub>.</sub>		<del></del>				<del></del>			_					
Sig	natu	re of	f autl	horiz	zed e	mplo	oyee	of B	ank	ICB(	C (JS	SC) I	Last	nam	e, in	itial	.S					
												for	ICB	CB	ank	Brol						
													О	n the	e org	aniz	zati	on'	s he	eade	d pa	aper
								Po	<b>we</b> i	r of	Att	orne	ey									
Po	ower	of A	Attor	ney i	issue	plac	ce				(is	sue (	date)			<u>(</u> ł	nere	eaft	er	20_	_	the
			1	,.												`						
	-										_			,	acti	ng	ur	nde	r			,
			_																			
to de	alive	r do	cum	ente	on	heh	alf c	of th	e C	uetoi	mer	and	rece	oive	doc	ume	ento	ir	nten	ded	for	· the
to re		-		and	info	rmat	ion	on tł	ne C	ustoı	mer's	s ope	eratio	ons,	to s	ubm	nit c	orde	ers	on t	eha	lf of
		Sign	ature	<u>.</u>													COI	nfii	me	d		

This Power of Attorney is issued (with powand shall be valid through		power of substitution)
Managing Director:		
L.S.		
for office use of Bank ICBC (JSC)		
Authorized employee of Bank ICBC (JSC	/	/
Name of the business unit of Bank ICBC (	(JSC)	_
		e Terms and Conditions okerage Services on the
APPLICATION FOR OR CON	FIRMATION OF PASSWO	RD RECEIPT
☐ — Password used to submit executive phone for the purpose of performance of of the Terms and Conditions for provision market has been received in a sealed enveloped.	securities transactions in according by Bank ICBC (JSC) of ser	ordance with Chapter 7
— Hereby I confirm my consent communications to Bank ICBC (JSC) of securities transactions in accordance we provision by Bank ICBC (JSC) of service password is necessary.	orally by phone for the purpor tith Chapter 7 of the Term	ose of performance of s and Conditions for
I understand the risks arising from this r Bank ICBC (JSC).	method of delivery of executi	ve communications to

, 20	((	
	Bank ICBC (JSC)	
Acceptance date and time: _ Signature	20	

Annex No 17 to the Terms and Conditions for ICBC Bank Brokerage Services on the Securities Market

## 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);
- and/or copies of annual (or quarterly) tax declaration with notes of the tax authority on their acception 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 acception 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 acception 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/peson 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
	tion of the Customer Information or a legal entity
I hereby request registration of the following for a legal entity:	g modifications in the customer information form
Basis for transaction:	
ON BEHALF OF THE CUSTOM	ER
Position	/Name
Chief Accountant	/Name
, 20	

for office use of Bank ICBC (JSC)	
Ref No Date Order accepted by an employee of Bank ICE	, 20time (Moscow)
Order accepted by an employee of Bank ICE	BC (JSC)
/	
Execution date:	, 20
	Annex No 19 to the Terms and Condition for ICBC Bank Brokerage Services on the Securities Market
	To Bank ICBC (JSC) from
	Name, passport (series, number,
	issued by, issued on), registration address
	n for a natural person  g modifications in the customer information form
Basis for transaction:	
ON BEHALF OF THE CUSTOMER	
	/Name

for office use of Bank ICBC (JSC)	
Ref No         Date	
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

	Secur	ities Market
	<b>Power</b>	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			
name)_			acting
name)(Articles	of Association,	Power of	Atorney,
Regulation)			
7750004217, KPP: 775001001, OGRN: 107771100 provided for under the Agreement for Brokers No dated	age services on	the Securities	
<ul> <li>to perform securities sales and purchase transact</li> <li>to receive monetary funds for disposed securities</li> <li>This Power of Attorney is granted for the period of _</li> </ul>	S.		
The Power of Attorney is issued without power of su	ubstitution		
Managing Director:/			

\* 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.

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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 pla	ce		20
I,			
living at:			, passport: series
	No		issued by
	on	, 20 (he	issued by ereafter the Customer),
authorize Bank ICBC (JSC	(), 29, Serebryanicheskay	a emb., Moscow,	, 109028, Russia TIN:
7750004217, KPP: 775001	001, OGRN: 1077711000	)157, in accordan	ace with the procedure
provided for under the	Agreement for Brokerag	ge services on t	the Securities Market
No	dated	, 20:	
attached to securities for w parties necessary agreement		•	-
The Power of Attorn	ney is issued for the period	through	
The Power of Attorn	ey is issued without powe	r 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

ransaction number to trion type and the security Information on the security							Transaction parameters						Fee amount						iterparty				
		Transact	Transact	Transaction execution pla	Transact	Issue	State registation code/ISIN	Quantit	Price per	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	Date of write off of exchange	Goun

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

Number	tion	ion	ace	ion type		rmation on e security	Price per security Transaction amount incl. ACI amount transaction Security Transaction Security Transaction Security Transaction Secution Secution Secution Secution Secution Secution Secution Secution Secution Date Of write off Of broker fee Secution Secution Secution Date Of write off Of broker fee Secution Secutio									nterparty					
	Transact	Transact	Transaction execution pl	Transact	Issue	State registration code/ISIN	uanti	Price per	Transaction amount	amount Currency of transaction	nt amour	ans ans	y d	ment dat		Currency of broker fee	Date of write off of broker fee	xchan fee	Curr f exc fe	Date of write of exchar	Gour

3.Incomplete securities transactions

E   E	ction date	cution	tion type		ormation on e security		Transaction parameters  UCI t in it is										Fee amo	unt			nterparty
pay	Trahsac	n exe	Transac	Issue	State registration code/ISIN	Quantit	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	Curracy of exchange fee	Date of write off of exchange	Cour

4. Derivatives market transaction during the reporting period

tion		type									Open po	sitions							s for ees	k fee	S fee
execu	nt	rument	ument	ecution	at ope	ening					for ses	sion				at c	lose	tion	llat <b>e</b> als uarant	Ban	T
action place	_ ~	Instr	Instr	Exe	sal	chas		t	ransact	ions		exec	ution	to	tal	sal	chas	Varia	O go		
Trans	П					bur	date and time	numbe	pric	sal	purchas	sal	purchas	sal	purchas		hur				

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

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

		Deposit	of securities		Wi	thdrawal of securi	ties				
Opening balance	incl.	incl. replenishment Personal	incl. cr	rediting of personal account	incl. following		val from personal count	Amount of the Bank's fees deducted	Amount of the exchange's fees deducted	Closing balance	
	the results of trading and OCR transactions	account under the Customer's order	ACI	dividends	the results of trading and OCR transactions	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

<b>Broker's Report on the State of Cust</b>						
e period:						
Customer's name						
Agreement for brokerage services No:	dated					

1.

ransaction	saction	ction	51	on the	rmation security				Transact	tion param	eters						Fee amo	ount		
II	Transa	Transaction		Iransa	State registration code/ISIN	Quantit	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	Exchange fee	Currency of exchange fee	Date ofwrite off of exchange fe

transactions executed but not settled during the reporting period

2.

ransaction	ction	ansaction	execution place	ction type	Inform on the s				,	Transact	ion parame	eters						Fee amo	ount		
	Transa	Transa		Transa	Issue	State registration code/ISIN	Quantit	Price per security	Transaction amount	incl. ACI amount	Currency of transaction execution	Payment amount	Currency of transaction execution	Delivey	Payment date	Broker fee	Currency of broker fee	Date of write off of broker fee	Exchange fee	Currency of exchange fee	Date of write off of exchange fe

Counterpart

Number f transaction	ıction	tion time	ecution	ction type		nation on security	ty Transaction parameters Fee amount															
N 11 Jo	Transa	Transa	Transaction ex place	Transa	Issue	State registration code/ISIN	Quantit	ce p	Transaction amount	incl. ACI amount	Currency oftransaction execution	Payment amount	Currency of transaction payment		Payment date		Currency of broker	Date of write off of broker fee	Exchange	fee Currency of exchange	ree Date of write off of exchange	eJ

ion on which payment and/or delivery were performed during the reporting period

- 3. Incomplete securities transactions4. Derivatives market transaction during the reporting period

ıtion		t type		u	Open positions at opening for session at close													ıls for ees	ık fee	S fee	
execu	ent	rumen	rument	ecution	at op	ening					for ses	sion				at c	lose	iation	ollaterals	Bank	T
action place		Inst	Instr	Ex	sal	chas		tı	ransact	ions		exec	ution	to	tal	sal	chas	Varië	22 81		
Transa	_ д					md	date and time	numbe	pric	sal	purchas	sal	purchas	sal	purchas		nd				

- 5. Information on the state of the Customer's account
- 5.1. In respect of the Customer's securities (pcs)

Date	Information on the security	Opening	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	
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5.2. In respect of the Customer's monetary fund (currency)

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

Authorized person of Bank ICBC (JSC)			
Position	Signature	Full name	
Executor			
Position	Signature	Full name	

Annex No 24 to the Terms and Conditions for ICBC Bank Brokerage Services on the Securities Market

## The customer notification about inadmissibility of unauthorized use of the insider information and market manipulation.

This is to confirm that:

I am informed of requirements of the Federal law of 27.07.2010 N 224-FZ "About counteraction to unauthorized use of the insider information and to market manipulation and about modification of separate legal acts of the Russian Federation" (further – the Law);

I am acquainted with prohibition on commission of the stated below actions relating to market manipulation, and I realize illegality of their commission:

- 1) intentional distribution through mass media, including electronic, public information and telecommunication networks (including the Internet network), obviously false data or commission of transactions with financial instruments, foreign currency and (or) goods or other intentional actions prohibited by the legislation of the Russian Federation on counteraction to unauthorized use of the insider information and to market manipulation if as a result of such illegal actions the price, demand, the offer or trading volume have deviated by financial instruments, foreign currency and (or) goods level or were supported at the level, significantly different from that level which would be created without the illegal actions stated above, and such actions have caused major damage to citizens, to the organizations or the state or are integrated to extraction of the excessive income or avoidance of losses in large size; ;
- 2) commission of transactions with financial instrument, foreign currency and (or) goods according to the provisional agreement between bidders and (or) their workers and (or) persons, for the account or for the benefit of which the specified transactions as a result of which the price, demand, the offer or trading volume have deviated by financial instrument, foreign currency and (or) goods level are made or were supported at the level, significantly different from that level which would be created without such transactions. This point is applied to organized market at which transactions are made on the basis of the requests addressed to all bidders if information on the persons which have submitted applications and also on persons for the benefit of which applications have been submitted does not reveal to other bidders;
- 3) transactions, obligations of the parties for which are fulfilled for the account or for the benefit of one person as a result of which the price, demand, the offer or trading volume have deviated by financial instrument, foreign currency and (or) goods level or were supported at the level, significantly different from that level which would be created without such transactions. This point is applied to organized market at which bargains are concluded on the basis of the requests addressed to all bidders if information on the persons which have submitted applications and also on persons for the benefit of which applications have been submitted does not reveal to other bidders;

requests

of opposite orientation in which the purchase price of financial instrument, foreign currency and (or) goods of high price or is equal to the selling price of the same financial instrument, foreign currency and (or) goods if on the basis of the specified requests transactions as a result of which the price, demand, the offer or trading volume have deviated by financial instrument, foreign currency and (or) goods level are made or were supported at the level, significantly different from that level which would be created without such transactions. This point is applied to organized 92

exposure for the account or for the benefit of one person of requests as

a result of which at organized market at the same time there are two and more

market at which transactions are made on the basis of the requests addressed to all bidders if information on the persons which have submitted such applications and also on persons for the benefit of which such applications have been submitted does not reveal to other bidders;

- 5) commission, numerous during the trading day, at organized market of transactions for the account or for the benefit of one person on the basis of the requests having at the time of their exposure the highest purchase price or the smallest selling price of financial instrument, foreign currency and (or) goods as a result of which their price has significantly deviated the level which would be created without such transactions, for the purpose of the subsequent commission for the account or for the benefit of the same or other person of opposite transactions on such prices and the subsequent commission of such opposite transactions;
- 6) commission, numerous during the trading day, at organized market for the account or for the benefit of one person of transactions for the purpose of false representation concerning the price of financial instrument, foreign currency and (or) goods as a result of which the price of financial instrument, foreign currency and (or) goods was supported at the level, significantly different from level which would be created without such transactions;
- 7) numerous non-execution of obligations for the transactions made at organized market without intention of their execution with the same financial instrument, foreign currency and (or) goods therefore the price, demand, the offer or trading volume have deviated by financial instrument, foreign currency and (or) goods level or were supported at the level, significantly different from that level which would be created without such transactions. The specified actions are not recognized as market manipulation if obligations for the specified transactions have been stopped on the bases provided by rules of the organizer of trade and (or) the clearing organization.

I realize illegality of the following actions with the insider information:

1) use of the insider information for implementation of transactions with financial instruments, foreign currency and (or) goods which the insider information, at own expense or at the expense of the third party, except for commission of transactions within obligation fulfillment on purchase or sale of financial instruments, foreign currency and (or) goods which completion date has come if such obligation has resulted from the transaction made before the insider information became known to the person concerns;

2) use insider by transfer to its other person, except as specified transfers of this information to the person included in the list of insiders, in connection with fulfillment of duties, established by federal laws, or in connection with execution of labor duties or agreement performance;

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3) use of the insider information by making recommendations to the third parties, holdings liable or their motives otherwise to acquisition or sale of financial instruments, foreign currency and (or) goods.

I realize the personal liability for transactions or transactions with unauthorized use of the insider information and for commission of the actions recognized by market manipulation;

I am acquainted with availability by administrative and criminal liability for transactions and transactions with unauthorized use of the insider information and for market manipulation (art. 15.21 of the Code of Administrative Offences of the Russian Federation (Unauthorized use of the insider information), art. 15.30 of the Code of Administrative Offences of the Russian Federation (Market manipulation), art. 15.35 of the Code about administrative violations of the Russian Federation (Violation of requirements of the legislation on counteraction to unauthorized use of the insider information and to 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 (Unauthorized use of the insider information)).

Date	Name	Signature	