



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

APPROVED

by the Management Committee  
of ICBC (JSC) (minutes  
No.11. March 21, 2023)

March 21, 2023

1026

**Terms and Conditions for Bank  
ICBC (JSC) 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 Bank ICBC (JSC) Brokerage Services on the Securities Market (hereinafter the Terms and Conditions) shall determine the terms of provision by Bank ICBC (JSC) –Broker of brokerage services provided for under Federal Law dated April 22, 1996 No 39FZ On Securities Market to legal entities 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 Bank ICBC (JSC) Brokerage Services on the Securities Market.

1.4. Bank ICBC (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 Bank ICBC (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 Bank ICBC (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:	Bank ICBC (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](http://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:

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.

### 2.4. Addresses of the licensing bodies:

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

2.5. Bank ICBC (JSC) combines broker activity with dealer and depository activity. Information on the licenses which are available for Bank ICBC (JSC) is provided as of the moment of the approval of Terms and Conditions and can change. The Bank ICBC (JSC) informs the Client on such changes of Bank ICBC (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 to these Terms and Conditions.

The bank account — the account opened by Bank ICBC (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 for the settlement transactions 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.

Depository of Bank ICBC (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).

An application is an electronic message submitted by a bidder to the Moscow Exchange Trading System containing a bidder's offer to conclude a transaction and (or) a notification of acceptance of such an offer on the terms contained in the Order. An application within the framework of brokerage services is entered by an employee of ICBC Bank(JSC) on the basis of the Client's Order. As part of the work in the trading terminals, the following are issued: Counter request/Quotation – application/quotation of the opposite direction, submitted in the relevant Sections of the market / Trading Modes, provided that the following specified parameters coincide:

- the name of the security, in case of filing an application/Quotes for the conclusion of transactions with securities;
- type of application (addressable/unaddressed);
- price in the same currency;
- calculation code;
- other parameters stipulated by the Bidding Rules. For special Trading Modes and/or Market Sections, the possibility of establishing an address application as a counter request to an unaddressed application can be determined.

Execution of a transaction (deal) is a procedure for fulfilling obligations under a concluded securities transaction, which includes acceptance and delivery of securities, payment for purchased securities and acceptance of payment for securities sold, as well as payment of necessary expenses (remuneration of Bank ICBC (JSC) , commission of the trading system, the Bank's Depository and the costs of paying for the services of third parties, whose participation is necessary for the conclusion and settlement of the deal). The date of execution of the transaction is defined as  $T + n$  (days), where  $n$  is the number of days between the date of conclusion of the transaction and the date of settlement of the deal.

The client — any legal entity which has signed with Bank ICBC (JSC) the agreement on broker service in stock market. The client can be recognized according to internal procedure of Bank ICBC (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 – Bank ICBC (JSC).

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 Bank ICBC (JSC) in interests and at the request of Clients within Terms and Conditions.

Obligations of the Client — the amount of obligations under the Client's Position in organized market or in the off-exchange market for any security or cash for payment of purchased securities; (or) on the supply of sold securities, on the payment of remuneration to Bank ICBC (JSC) at the established tariffs, on reimbursement of expenses incurred by Bank ICBC (JSC) in accordance with the tariffs of third parties, as well as other expenses directly arising from transactions concluded Bank ICBC (JSC) on behalf of the Client. The Client's obligation on any security (cash) means that in order to calculate transactions concluded by Bank ICBC (JSC) on behalf of the Client, the latter must provide Bank ICBC (JSC) with the appropriate amount of securities (cash) in accordance with the procedure and within the period established by the Terms and Conditions.

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 Requirement / Order 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 Bank ICBC (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.

Representatives of the Client - individuals who have powers by virtue of law, constituent documents of a legal entity or a power of attorney issued by the Client to perform on behalf of the Client the actions provided for by these Terms and Conditions. In all cases, even when this is not directly indicated in the text of this Terms and Conditions, any actions on behalf of the Client may be carried out only by authorized persons.

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".

Order / Demand - the Client's order to make transactions with securities, to transfer and redistribute funds, to return funds / assets, etc., that is, any administrative Message of the Client, drawn up in full accordance with the form established by the Appendices 4, 5, 6, 7, 8 to the Terms and Conditions, or in a different form, provided that all the data necessary for execution is available.

A market order is an order for the purchase or sale of a selected financial instrument in a specified amount without specifying a price, issued in the appropriate trading system. It is assumed that the market order must be executed at the current market prices. A market order is executed immediately, without being placed in the general queue, provided that there are those willing to buy or sell the selected asset on the market, and the volume of demand or supply is sufficient to satisfy the request. The Limited application is executed taking into account the essential conditions contained in the Client's Order and is placed in the general queue.

A transaction is an executed order for the purchase or sale of a selected financial instrument in the specified amount, placed in the appropriate trading system.

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.

Messages — any administrative messages directed by the Client Bank ICBC (JSC) and (or) the information messages (further respectively administrative Messages and information messages) directed by Bank ICBC (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 Bank ICBC (JSC) as information messages.

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

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.

Rates of Bank — the rates of remuneration of Bank ICBC (JSC) for the services rendered according to Terms and Conditions, specified in Appendix 9 to these Terms and Conditions, published on the official site of Bank ICBC (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 Bank ICBC (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 Bank ICBC (JSC) in interests for the account and at the request of Clients.

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 Client's representatives — physical persons which have powers by law, of constituent documents of legal entity, issued by the Client to make on behalf of the Client of action, provided by these Terms and Conditions.

The authorized representative Bank ICBC (JSC) - the representative Bank ICBC (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 Bank ICBC (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 Bank ICBC (JSC) on the Internet located at the address [www.icbcmoscow.ru](http://www.icbcmoscow.ru) on whom Bank ICBC (JSC) places information on services on securities market, information on any changes in the text of these Terms and Conditions, the operating rates of Bank ICBC (JSC) for services, authorized persons of Bank ICBC (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;

- 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.

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

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

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

3.5. For the purposes of performance by Bank ICBC (JSC) of its obligations to the Customer as regards the provision of services specified herein, the Customer shall give Bank ICBC (JSC) some powers in which respect it shall grant Bank ICBC (JSC) a Power of Attorney in the form of Annex 10 hereto. Bank ICBC (JSC) may accept from the Customers powers of attorney prepared in different forms provided that all powers necessary for Bank ICBC (JSC) to provide its services are specified there. In the event of failure to grant, cancellation, expiry of the Power of Attorney, Bank ICBC (JSC) may suspend acceptance of Executive Communications from the Customer for Trading Transactions.

3.6. Bank ICBC (JSC) shall also provide to the Customers for consideration services which in common business practices are related to brokerage services provided by professional securities market participants.

3.7. The list of services of Bank ICBC (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, Bank ICBC (JSC) performs other actions for the benefit of Clients for execution of the obligations for the agreement on broker service in stock market.

3.8. Bank ICBC (JSC) is entitled to acquire securities intended for qualified investors, securities, the placement and circulation of which, in accordance with federal laws, are subject to requirements and restrictions, established by law for the placement and circulation of securities intended for qualified investors, and to enter into contracts that are derivative financial instruments, which, in accordance with 39-FZ and other federal laws, can be concluded only at the expense of qualified investors, only if the Client at the expense of which such transactions are made (such contracts are concluded) is a qualified investor. At the same time, a security or derivative financial instrument is considered intended for qualified investors if, in accordance with the Bank of Russia regulations, transactions with such securities (contracts that are such derivative financial instruments) can be made (concluded) exclusively by qualified investors or at the expense of qualified investors.

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

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

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

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

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

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

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

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

4.7. Bank ICBC (JSC) shall assign each Customer's securities settlement account opened a unique number and send the Customer a notice on opening the account in the form of Annex 11.

4.8. Bank ICBC (JSC) may unilaterally set the amount of minimal initial deposit 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 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. 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.

5.4. 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.

5.5. 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 12 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; 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);

orally by phone (used in exceptional cases as a backup Message channel if the above methods cannot be used).

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 13 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 an agreement (acceptance) by the Customer of the following terms of Communications exchange by phone:

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

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

7.3. The Password shall be delivered to the Customer in a sealed envelope. The Password delivered in any other manner shall be invalid. If the Customer discovers violation of integrity of the 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 is known to any third parties, it shall immediately notify

Bank ICBC (JSC) of the fact by phone specified in Chapter 2 hereof. Any transactions performed by the Customer before the receipt by Bank ICBC (JSC) of such notice shall be deemed authorized and performed by the Customer.

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

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

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

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

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

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

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

the Customer's name;

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

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

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

the delivery of the Communication shall be preceded by the two-stage authority confirmation procedure specified in cl. 7.10 hereof; the material details of the executive Communication shall be repeated by the employee of Bank ICBC (JSC) after the Customer.

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

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

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

## **Chapter 8 Orders**

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

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

8.3. All orders shall be signed or confirmed by the Customer. Written orders shall be delivered to Bank ICBC (JSC) in one copy. If a written order is a duplicate copy of another order, this should be specified in the text. In the absence of the Client's indication that the Order is a duplicate, Bank ICBC (JSC) considers and executes it as new.

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

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

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

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

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

## **Chapter 9 Forms and blanks**

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

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

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

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

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

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

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

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

10.2. Persons willing to become Customers should do the following prior to conclusion of the agreement for brokerage services on the securities: familiarize themselves with the text hereof including all Annexes hereto; prepare (fill and sign) the package of documents;

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

10.3. The composition of the document package depends on the status of the Applicant and the type of transactions the Applicant intends to perform. The list of documents for opening accounts and Customer's registration for on-exchange trading is provided in Annex 14 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 (if applicable) and 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 Bank ICBC (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. Bank ICBC (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:

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 Chapter 5 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 Annex 15 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. 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.

13.3. 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 Annex 6 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 an 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 remuneration.

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 Bank ICBC (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.

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 4 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.

16.8. 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 depositories of organized market are performed in the order provided by the agreement signed between the Client and settlement depository.

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 than the price in the order. In this event the order shall be executed at a market price;

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

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

18.4. Bank ICBC (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. 8 to Terms and Conditions, method by the provided agreement on broker service in stock market.

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

Cancellation Order in accordance with Appendix No. 8 to the Regulations, in the manner provided for in the stock market brokerage service agreement.

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.

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.

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.

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 Bank ICBC (JSC) and the Client:

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

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

Bank ICBC (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, Bank ICBC (JSC) it is obliged to inform on it the Client without delay;

Bank ICBC (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 Bank ICBC (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 Bank ICBC (JSC) performs order on the conditions specified in order of the Client..

19.3. In the absence of direct Directions of the Client Bank ICBC (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.

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.

19.13. The control by Bank ICBC (JSC) of the Customer accounts 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. 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.

19.25. 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 (depositories, registrars, etc.) and as the result of such transactions based on the order, also performs such actions:

delivery or acceptance of securities;

transfer or acceptance of funds as payment for securities; payment of fees and tariffs set by on-exchange trading organizers; any other actions required in accordance with Rules set by the respective on-exchange trading organizers, current business practices or terms of the contract concluded with the counterparty.

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

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

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

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

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

21.3. In order for Bank ICBC (JSC) to be able to follow orders, mentioned in the clause 21.2 of these Terms and Conditions Client authorizes Bank ICBC (JSC) in advance by drawing up the letter of authority in accordance with Annex 16 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. Reports are provided by Bank ICBC (JSC) separately for each trading system and over the counter.

22.3. The daily report comprises information on transactions and transactions with securities, or derivative financial instruments, perfect Bank ICBC (JSC) for the benefit of the Client during the day, and also information on a remaining balance and cash flow, securities and derivative financial instruments during the day.

22.4. 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.

22.5. 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 (if there are transactions/cash balances, securities).

22.6. 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.

22.7. If Bank ICBC (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.

22.8. 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.

22.9. 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.

22.10. 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.

22.11. 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.

22.12. 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.

22.13. 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.

22.14. 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.

22.15. 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.

22.16. 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.

22.17. 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.

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

22.19. 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.

## **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 can 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, prior to acceptance of the Client's instructions to perform transactions with securities and/or to conclude contracts that are derivative financial instruments, Bank ICBC (JSC) shall provide the Client that is not a qualified investor with information or access to information:

- 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.

Bank ICBC (JSC), acting independently or with the involvement of an attorney broker, is obliged to provide a potential client who intends to conclude a brokerage agreement with reliable information about such agreement, including its terms and risks associated with its execution. The minimum (standard) requirements for the volume and content of information provided are established by the basic standard for the protection of the rights and interests of individuals and legal entities - recipients of financial services provided by members of self-regulatory organizations uniting brokers, which was developed, agreed and approved in accordance with the requirements of the Federal Law of July 13, 2015 N 223-FZ "On Self-Regulatory Organizations in the Financial Market," and/or a Bank of Russia Regulation. This information is provided in writing in hard copy or in electronic form. The Bank of Russia has the right to establish the form, methods and procedure for providing this information.

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 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 Bank ICBC (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 Bank ICBC (JSC) and is transferred by the Client on paper to one of the following methods:

by mail to the postal address of Bank ICBC (JSC) specified in chapter 2 of Terms and Conditions; personally in hands to the authorized employee Bank ICBC (JSC) .

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

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

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

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

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

Information from the websites of companies, news agencies;

Other sources of information.

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

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

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

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

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

23.8. Bank ICBC (JSC) provides the information requested by the Client, responses to requests of the Clients within 5 (five) business days from the date of receipt of the request, if the longer period for providing a response is not established by the legislation of the Russian Federation or the "Basic Standard for the Protection of the Rights and Interests of Individuals and Legal Entities - Recipients of Financial Services Provided by Members of Self-Regulatory Organizations in the Financial Market of Uniting Brokers," approved by the Bank of Russia in the current version.

## 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 9 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 9 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. 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.

24.6. 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.

24.7. 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.

24.8. Expenses of Bank ICBC (JSC) incurred in connection with tariffs of third parties shall include following types of expenses: commission charges levied by organizers of trading processes, within which the transaction in accordance with the Client's order was made, including commission charges of organizations performing clearing operations in respect of securities and funds for these organizers of trading processes – shall be charged in accordance with tariffs of organizers of trading process and clearing organizations involved; expenses in connection with payment for financial information materials, provided by specialized information agencies on a paid basis, which were made available to the Client

(Client's authorized persons) by Bank ICBC (JSC) in accordance with a special order of the Client – shall be charged in accordance with tariffs of corresponding agencies; expenses in connection with sending reports to the Client via express mail – shall be charged in the amount sums of actual payments made in accordance with mail tariffs; other expenses, if they are connected with the transaction (other operation) performed by Bank ICBC (JSC) to the benefit of the Client.

24.9. 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).

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

24.11. 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 rubles, 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.

24.12. 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.

24.13. 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.

24.14.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 24.8 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, that are not 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:

- 1) 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;
- 2) 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-Φ3 dated 27.07.2010 “On countering illegal use of insider information and market manipulation and on making amendments to certain legislative acts of the Russian Federation”.

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

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

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

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

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

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

26.5. At agreement signature on broker service in stock market the Client is obliged to sign the Notification on appendix form 19 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. Bank ICBC (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 on-exchange trading.

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

28.8. Bank ICBC (JSC) shall bear no responsibility for the results of investment decisions taken by the Client based on analytical materials provided by Bank ICBC (JSC). The Client is advised that investment activity bears the risk of the loss of expected revenue and loss of the whole sum of invested funds or some part of them.

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

in the amount of the indicator of the indicative rate + 2% per annum of the amount of debt in Chinese yuan;

in the amount of the indicator of the indicative rate + 2% per annum of the amount owed in US dollars;

in the amount of the indicator of the indicative rate + 2% per annum of the amount owed in euros.

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 Majeure**

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 majeure circumstances arisen after accident of the Client to these Terms and Conditions, from emergency circumstances, which the Parties could not foresee or prevent by any reasonable measures. Force majeure 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 majeure circumstances.

29.2. The Party, which is unable to perform its obligations under these Terms and Conditions as a result of force majeure circumstances, shall notify the other Party of such force majeure 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 majeure circumstances on the official website of Bank ICBC (JSC) in the Internet.

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

29.4. When force majeure 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 Bank ICBC (JSC) and the Client (further the Parties) concerning providing Bank ICBC (JSC) services on securities market and commission of other actions provided by these Terms and Conditions are solved by negotiations.

30.2. The Bank ICBC (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 Bank ICBC (JSC) and Bank ICBC (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 Bank ICBC (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 Bank ICBC (JSC) . The direction of Bank ICBC (JSC) to the Client is performed by Bank ICBC (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. Bank ICBC (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. Bank ICBC (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), 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 Bank ICBC (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 Bank ICBC (JSC) .
- term for consideration of Bank ICBC (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 Bank ICBC (JSC) (dates in which the claim is considered received Bank ICBC (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; three 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 according to point 31.3.

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.

Acting President

Wang Gang

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

**Notification (declaration) of risks associated with the conduct of operations  
in the stock and other financial markets, including those  
associated with the emergence of uncovered positions**

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

The purpose of this Declaration is to provide you with information about the main risks associated with transactions in the securities market. Please note that this Declaration does not disclose all risks in the securities market due to the variety of situations that arise on it. In the general sense, the risk is the possibility of losses in the course of financial transactions due to the possible adverse influence of various kinds of factors. Below are the main risks associated with your operations in the securities market.

**I. Systemic risk**

This risk affects several financial institutions and manifests itself in a decrease in their ability to perform their functions. Due to the large degree of interaction and interdependence of financial institutions among themselves, the assessment of systemic risk is difficult, but its implementation can affect all participants in the financial market.

**II. Market Risk**

This risk manifests itself in an unfavorable change in the prices (value) of financial instruments belonging to you, including due to an unfavorable change in the political situation, a sharp devaluation of the national currency, a crisis in the government debt market, a banking and currency crisis, force majeure circumstances, mainly of a natural and military nature, and as a result, leads to a decrease in profitability or even losses. Depending on the chosen strategy, the market (price) risk will consist of an increase (decrease) in the price of financial instruments. You should be aware that the value of the financial instruments you own can both rise and fall, and its growth in the past does not mean its growth in the future.

Special attention should be paid to the following market risks:

**1. Currency risk**

Currency risk manifests itself in an unfavorable change in the ruble exchange rate against a foreign currency, in which your income from owning financial instruments may be subject to inflationary effects (a decrease in real purchasing power), as a result of which you may lose part of your income, as well as incur losses. Currency risk may also lead to a change in the size of liabilities for financial instruments related to foreign currency or foreign financial instruments, which may lead to losses or make it difficult to settle on them.

**2. Interest rate risk**

It manifests itself in an unfavorable change in the interest rate affecting the exchange rate value of fixed income bonds. Interest rate risk may be caused by a mismatch in the timing of the demand (repayment) of claims and liabilities, as well as an uneven degree of change in interest rates on claims and liabilities.

### 3. The risk of bankruptcy of the issuer of shares

It manifests itself in a sharp drop in the share price of a joint-stock company recognized as insolvent, or in anticipation of such insolvency. In order to reduce market risk, you should carefully consider the choice and diversification of financial instruments. In addition, carefully read the terms of your interaction with Bank ICBC (JSC) in order to assess the costs associated with owning and operating financial instruments and make sure that they are acceptable to you and do not deprive you of the income you expect.

## III. Liquidity risk

This risk manifests itself in a decrease in the ability to sell financial instruments at the required price due to a decrease in demand for them. This risk may manifest itself, in particular, if it is necessary to quickly sell financial instruments, in losses associated with a significant decrease in their value.

## IV. Credit risk

This risk lies in the possibility of non-fulfillment of contractual and other obligations assumed by others in connection with your operations. Credit risks include the following risks:

### 1. Risk of default on bonds and other debt securities

It consists in the possibility of insolvency of the issuer of debt securities, which will lead to the impossibility or decrease in the probability of paying it off on time and in full.

### 2. Counterparty risk

The risk of a third—party counterparty is manifested in the risk of non-fulfillment of obligations to you or Bank ICBC (JSC) on the part of counterparties. Bank ICBC (JSC) must take measures to minimize the counterparty's risk, but cannot exclude it completely. The counterparty's risk is especially high when performing transactions performed in an unorganized market, without the participation of clearing organizations that assume the risks of default. You should be aware that, although Bank ICBC (JSC) may act in your interests on its own behalf, the risks it assumes as a result of such actions, including the risk of non-fulfillment or improper fulfillment of obligations of third parties to Bank ICBC (JSC), are borne by you. Assess exactly where the assets transferred by you to Bank ICBC (JSC) will be stored, and whether you are ready to carry out operations outside the centralized clearing infrastructure.

### 3. Risk of non-fulfillment of obligations to you by Bank ICBC (JSC)

The risk of non-fulfillment by Bank ICBC (JSC) of certain obligations to you is a type of counterparty risk. The legislation requires that the broker's funds and the funds of his clients be kept in different bank accounts, so that they are protected in the event of the bankruptcy of Bank ICBC (JSC). Carefully read the draft agreement in order to assess

what powers for the use of your property / assets will be held by Bank ICBC (JSC), what are the rules for its / their storage, as well as return.

Your broker - Bank ICBC (JSC) is a member of a self-regulatory organization in accordance with the requirements of the legislation, to which you can apply in case of violation of your rights and interests. State regulation and supervision of the activities of issuers, professional participants in the securities market, trade organizers and other financial organizations is carried out by the Central Bank of the Russian Federation, which you can also contact in case of violation of your rights and interests. In addition, you have the right to apply for protection to judicial and law enforcement agencies.

#### V. Legal risk

It is associated with possible negative consequences of the approval of legislation or regulations, standards of self-regulatory organizations regulating the securities market, or other sectors of the economy that may lead to negative consequences for you. The legal risk also includes the possibility of changing the rules for calculating taxes, tax rates, canceling tax deductions and other changes in tax legislation that may lead to negative consequences for you.

#### VI. Operational risk

It consists in the possibility of causing you losses as a result of violations of the internal procedures of Bank ICBC (JSC), errors and unfair actions of its employees, failures in the operation of technical means of Bank ICBC (JSC), its partners, infrastructure organizations, including bid organizers, clearing organizations, as well as other organizations. Operational risk may exclude or complicate the execution of transactions and as a result lead to losses. Read the contract carefully in order to assess which of the risks, including the risks of which technical failures, are borne by Bank ICBC (JSC), and which of the risks are borne by you.

#### **Risks associated with a potential conflict of interest**

A conflict of interests arises as a result of professional activity in the securities market on the terms of combining various types of professional activity. The commercial activities and economic goals of Bank ICBC (JSC) and its affiliates may contradict the economic goals of the Client and may lead to a conflict of interests.

Please note:

- That the funds transferred to Bank ICBC (JSC) are not subject to insurance in accordance with Federal Law No. 177-FZ of December 23, 2003 "On Insurance of Deposits of Individuals in Banks of the Russian Federation";
- The Client has the right to receive, upon request, information on the types and amounts of payments (the procedure for determining the amounts of payments) that the Client will have to pay for the provision of financial services, including information on the amount of remuneration (the procedure for determining the amount of remuneration) of Bank ICBC (JSC) and the procedure for paying remuneration in accordance with the Regulations;
- The Client has the right to receive the following information upon request:
- Specifications of the contract, which is a derivative financial instrument;

- Information on the amount of funds to be paid at the time of conclusion of the contract, which is a derivative financial instrument;
- The source of obtaining information about fluctuations in the price (value) of the underlying asset for the last 6 (Six) months preceding the date of conclusion of the contract, which is a derivative financial instrument (if there is information about such a source).

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Given the above, we recommend that you carefully consider whether the risks arising from transactions in the financial market are acceptable to you, taking into account your investment goals and financial capabilities.

This Declaration is not intended to force you to abandon operations on the securities market, but is designed to help you assess their risks and responsibly approach the issue of choosing your investment strategy and the terms of the brokerage agreement.

Make sure that this Risk Declaration is clear to you, and if necessary, get clarifications from the Bank ICBC (JSC) or a consultant specializing in relevant issues.

### **Declaration on the risks associated with the execution of uncovered transactions**

The purpose of this Declaration is to provide you with information about the main risks associated with uncovered transactions (that is, transactions that result in an uncovered position — for the fulfillment of obligations for which, at the time of the transaction, the client's property is insufficient, taking into account other previously concluded transactions). These deals are not suitable for all customers. Regulatory acts limit the risks of clients on margin and uncovered transactions, including regulating the maximum "leverage" — the ratio of the client's obligations on transactions concluded in his interests and the client's property intended for transactions in accordance with the brokerage agreement. However, these transactions are not suitable for all clients, as they involve additional risks and require an assessment of whether you are ready to bear them.

#### **I. Market risk**

When agreeing to make margin and uncovered transactions, you should take into account the fact that the amount of losses in case of unfavorable market movement for your portfolio increases with increasing leverage. In addition to the general market risk borne by the client performing transactions on the securities market, in the event of uncovered transactions, you will bear the risk of adverse price changes both in respect of securities, as a result of the acquisition of which an uncovered position has arisen or increased, and the risk in respect of assets that serve as collateral. At the same time, if an uncovered position arose or increased as a result of the sale of securities, the amount of losses is unlimited. When making uncovered transactions, you should take into account that the ability to dispose of assets that are collateral for such transactions is limited. The property (part of the property) belonging to you, as a result of an uncovered transaction, is a security for the fulfillment of your obligations to Bank ICBC (JSC) and the possibility of disposing of it may be limited up to a complete prohibition of making any transactions with it. The amount of collateral is changed in accordance with the procedure stipulated by the contract, and as a result, you may be limited in the ability to dispose of your property to a greater extent than before the uncovered transaction. It is also necessary to take into account the possibility of forcibly

closing a position. An unfavorable price change may lead to the need to deposit additional funds in order to bring the collateral into compliance with the requirements of regulatory acts and the brokerage agreement, which must be done in a short time, which may not be sufficient for you. The regulations and terms of the brokerage agreement allow Bank ICBC (JSC) to "forcibly close a position" without your consent, that is, to purchase securities at the expense of your funds or sell your Securities. This can be done at existing, including unprofitable, prices and lead to losses for you. Forced closing of a position may be caused by sharp fluctuations in market prices, which led to a decrease in the value of your portfolio. The forced closure of a position may be caused by the requirements of regulatory acts or by the introduction by the Bank ICBC (JSC) unilaterally of changes to the list of securities that may be collateral for uncovered positions. Forced closure may be caused by a change in the values of risk rates calculated by the clearing organization and (or) used by Bank ICBC (JSC) due to an increase in the volatility of the relevant securities.

In all these cases, forcibly closing a position can cause you significant losses, despite the fact that after closing a position, the change in prices for financial instruments may take a favorable direction for you, and you would have received income if your position had not been closed. The amount of these losses may exceed the value of the assets in your account in case of an unfavorable combination of circumstances.

## II. Liquidity risk

If the value of the uncovered position on individual securities is significant in comparison with the volume of the corresponding securities in free circulation and (or) in comparison with the volume of trading on an organized market, the risk of loss of liquidity of the uncovered transaction increases. Difficulties in acquiring or selling assets can lead to increased losses compared to conventional transactions. Similarly, it is necessary to take into account the increasing risk of loss of liquidity if securities are the security of your uncovered position and the sale of a significant number of securities may be required to close the uncovered position. Your Orders aimed at limiting losses may not always limit losses to the expected level, since within the framework of the current market situation, the execution of such an order at the price you specified may not be possible.

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Taking into account the above, we recommend that you carefully consider whether the risks arising during the relevant operations are acceptable to you, taking into account your investment goals and financial capabilities.

This Declaration is not intended to force you to abandon such operations, but is intended to help you assess their risks and responsibly approach the issue of choosing your investment strategy and the terms of the agreement with Bank ICBC (JSC).

Make sure that this Risk Declaration is clear to you, and if necessary, get clarifications from the Bank ICBC (JSC) or a consultant specializing in relevant issues.

## **Declaration of risks associated with the acquisition of foreign securities**

The purpose of this Declaration is to provide the Client with information about the specific risks associated with the acquisition of foreign securities.

This Declaration is an integral and integral part of the comprehensive Risk Declaration set out in this Annex No. 1 to the Regulations.

Foreign securities can be purchased on the Russian, including organized, stock market.

Transactions with Foreign securities are characterized by general risks associated with operations on the securities market, as well as risks associated with sanctions, legislative and other restrictions, as indicated below.

### I. Systemic risks

In relation to Foreign Securities, the systemic risks inherent in the Russian stock market are complemented by similar systemic risks inherent in the country where the relevant Foreign Securities are issued or traded. The main factors affecting the level of systemic risk in general include the political situation, the specifics of national legislation, currency regulation and the likelihood of their changes, the state of public finances, the availability and degree of development of the financial system of the country of the location of the person obligated by such a security. The level of systemic risk can be influenced by many other factors, including the likelihood of restrictions on investments in certain sectors of the economy or the likelihood of a simultaneous devaluation of the national currency. The generally accepted integral assessment of the systemic risk of investing in a Foreign security is a "sovereign rating" in a foreign or national currency assigned to the country in which the issuer is registered, however, it should be borne in mind that the ratings are only benchmarks and may not correspond to the real situation at a particular moment. In the case of Transactions with foreign depositary receipts, in addition to the risks associated with the issuer of the receipts themselves, it is necessary to take into account the risks associated with the issuer of the Foreign securities represented by these receipts. Currently, the legislation allows Russian investors, including those who are not qualified, to purchase Foreign securities admitted to public placement and (or) public circulation in the Russian Federation both abroad and in Russia, and also allows accounting of rights to such Securities by Russian depositories. Meanwhile, there are risks of changing regulatory approaches to ownership and operations, as well as to accounting for rights to foreign financial instruments, as a result of which it may be necessary to alienate them contrary to your plans.

### II. Legal risks

When purchasing Foreign securities, it is necessary to be aware that they are not always analogues of Russian Securities. In any case, the rights granted under them and the rules for their implementation may differ significantly from the rights under Russian Securities. The possibilities of judicial protection of rights on Foreign securities may be significantly limited by the need to apply to foreign judicial and law enforcement agencies according to established rules, which may differ significantly from those in force in Russia. In addition, when dealing with Foreign securities, in most cases you will not be able to rely on the protection of your rights and legitimate interests by Russian authorized bodies.

### III. Sanctions risk

Due to the sanctions imposed by the United States, the United Kingdom, the European Union and a number of other countries, and the retaliatory restrictions imposed by the Russian Federation, there is a risk that owners of Foreign securities will not receive income/payments on them recorded in foreign depositories. When storing Foreign

securities with a foreign depository, there is a risk of blocking assets on accounts in foreign depositories. When purchasing Foreign Securities, the Client understands that additional sanctions and restrictions may be imposed both by the Russian Federation and by the United States, Great Britain, European Union countries and other countries for the storage of Foreign securities, clearing operations in respect of Foreign securities, the possibility of transferring such securities from one account to another, from one depository to another, including cross-border transfers. There are also restrictions on the transfer of securities via the Euroclear and Clearstream – NSD "bridge". When purchasing Foreign Securities, the Client is aware that these restrictions may be lifted and re-introduced before the maturity date of Foreign Securities. By purchasing Foreign Securities, the Client bears the risk of being unable to transfer Foreign Securities to an account opened in the territory of the Russian Federation, as well as making settlements on Foreign Securities in connection with the beneficial ownership of a Russian person. Each securities exchange, as a rule, has the right to suspend or restrict trading in any or all securities. Such suspension or restriction will make it impossible to sell all or part of the Foreign Securities. By purchasing such securities, the Client assumes the risk of non-receipt or partial non-receipt of investments in Foreign Securities.

#### IV. Market risk

This risk manifests itself in an unfavorable change in the prices (value) of Foreign Securities owned by you, including due to an unfavorable change in the political situation, a sharp devaluation of the national currency, a crisis in the government debt market, a banking and currency crisis, force majeure, mainly of a spontaneous and military nature, and as a consequence, leads to reduced profitability or even losses. Depending on the chosen strategy, the market (price) risk will consist in an increase (decrease) in the price of financial instruments. You should be aware that the value of financial instruments owned by you can both increase and decrease, and its growth in the past does not mean its growth in the future.

#### V. Currency risk

Currency risk manifests itself in an unfavorable change in the ruble exchange rate against a foreign currency, in which your income from owning Foreign securities may be subject to inflationary effects (a decrease in real purchasing power), as a result of which you may lose part of your income, as well as incur losses. Currency risk may also lead to a change in the size of liabilities for Foreign securities related to foreign currency or foreign financial instruments, which may lead to losses or make it difficult to settle on them.

#### VI. Interest rate risk

It manifests itself in an unfavorable change in the interest rate affecting the exchange rate value of fixed income bonds. Interest rate risk may be caused by a mismatch in the timing of the demand (repayment) of claims and liabilities, as well as an uneven degree of change in interest rates on claims and liabilities.

#### VII. Risk of bankruptcy of the issuer of shares

It is manifested in a sharp drop in the price of Foreign securities of the issuer recognized as insolvent, or in the anticipation of such insolvency.

### VIII. Credit risk

This risk lies in the possibility of non-fulfillment of contractual and other obligations assumed by others in connection with your operations. Risk of default on bonds and other debt securities The risk of default lies in the possibility of insolvency of the issuer of debt securities, which will lead to the impossibility or decrease in the probability of repaying it on time and in full.

### IX. Counterparty risk

The risk of a third-party counterparty is manifested in the risk of non-fulfillment of obligations to you or Bank ICBC (JSC) on the part of counterparties. Bank ICBC (JSC) must take measures to minimize the counterparty's risk, but cannot exclude it completely. The counterparty's risk is especially high when performing transactions performed in an unorganized market, without the participation of clearing organizations that assume the risks of default. You should be aware that, although Bank ICBC (JSC) acts in your interests on its own behalf, the risks it takes as a result of such actions, including the risk of non-fulfillment or improper fulfillment of obligations of third parties to Bank ICBC (JSC), are borne by you. You should keep in mind that in all cases the client's funds are stored in a bank account, and you bear the risk of bankruptcy of the bank in which they are stored. Evaluate exactly where the assets transferred by you to Bank ICBC (JSC) will be stored, and whether you are ready to carry out operations outside the centralized clearing infrastructure.

### X. The risk of non-fulfillment of obligations to you by your broker - Bank ICBC (JSC)

The risk of non-fulfillment of certain obligations to you is a type of counterparty risk. The legislation requires to keep the funds of Bank ICBC (JSC) and the funds of its customers in different bank accounts, so that they are protected in the event of bankruptcy of Bank ICBC (JSC).

### XI. Disclosure of information

Russian legislation allows disclosure of information in respect of Foreign Securities according to the rules applicable abroad and in English. Evaluate your willingness to analyze information in English, as well as whether you understand the differences between the financial reporting rules adopted in Russia, International Financial Reporting Standards or financial reporting rules, according to which information is published by the issuer of Foreign Securities. Also, Russian trade organizers and (or) brokers can translate some documents (information) disclosed by a foreign issuer for your convenience. In this case, the translation can be perceived solely as auxiliary information to officially disclosed documents (information) in a foreign language. Always consider the possibility of translator's mistakes, including those related to the possible different translation of the same foreign words and phrases or the absence of a generally accepted Russian equivalent.

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Taking into account the above, we recommend that you carefully consider whether the risks arising during the relevant operations are acceptable to you, taking into account your investment goals and financial capabilities.

This Declaration is not intended to force you to abandon such operations, but is intended to help you assess their risks and responsibly approach the issue of choosing your investment strategy and the terms of the contract.

**Declaration of risks associated with the conclusion of contracts that are derivative financial instruments, the underlying asset of which are securities of foreign issuers or indices calculated on such securities**

The purpose of this Declaration is to provide you with general information about the main risks associated with the conclusion of contracts that are derivative financial instruments, the underlying asset of which are securities of foreign issuers or indices calculated on such securities (hereinafter - derivative financial instruments with a foreign underlying asset). The conclusion of these contracts is associated with risks characteristic of all derivative financial instruments, as well as specific risks caused by the foreign origin of the underlying asset.

**Risks associated with derivative financial instruments**

These tools are not suitable for all customers. Moreover, some types of derivative financial instruments involve a higher level of risk than others. Thus, when buying an option contract, the client's losses will not exceed the amount of the paid premiums, remuneration and expenses associated with their commission. The sale of option contracts from the point of view of the client's risk and the conclusion of futures contracts, forward contracts and swap contracts are comparable - with relatively small adverse price fluctuations in the market, you are at risk of significant losses. The conclusion of such transactions can be recommended only to experienced investors with significant financial capabilities and practical knowledge in the field of investment strategies.

This declaration also applies to derivative financial instruments aimed at reducing the risks of other operations on the stock market. Carefully evaluate how your derivative financial instruments relate to the operations for which you intend to limit the risks, and make sure that the volume of your position corresponds to the volume of the spot market position that you are hedging.

**Market (price) risk**

In addition to the general market (price) risk that the client carries out transactions in the securities market, you, in the case of futures, forward and swap agreements (contracts), as well as in the case of the sale of option contracts, will bear the risk of adverse price changes in both financial instruments that are the underlying asset of derivative financial instruments, and the risk in relation to assets that serve as collateral. In the event of an unfavorable price change, you may lose funds that are collateral for derivative financial instruments in a relatively short period of time.

**Liquidity risk**

If your investment strategy provides for the possibility of the need to close a position under the relevant contract (or conclude a transaction with another contract that reduces the risk under this contract), pay attention to the liquidity of the relevant instruments, since closing positions on illiquid instruments can lead to significant additional losses due to their low liquidity.

Please note that, as a rule, contracts with more distant deadlines are less liquid compared to instruments with close deadlines. If the contract you have concluded, which is a derivative financial instrument, is illiquid, and you have a need to close a position, be sure to consider,

in addition to closing a position on this instrument, alternative options for eliminating risk by entering into transactions with other derivative financial instruments or with underlying assets.

Using alternative options can lead to less losses. At the same time, difficulties with closing positions and losses in price can lead to an increase in losses compared to conventional transactions. Your orders aimed at limiting losses may not always limit losses to the expected level, since within the framework of the current market situation, the execution of such an order at the price you specified may not be possible. The restriction of the disposal of funds, assets belonging to you, as a result of the conclusion of a transaction / contract with a derivative financial instrument, will be a security for the fulfillment of your obligations under the transaction / contract and the disposal of them, that is, the possibility of making transactions with such instruments by you, will be limited.

#### Risk of forced closing of a position

An unfavorable change in the price may lead to the need to deposit additional funds in order to bring the collateral into compliance with the requirements of regulatory acts and the brokerage agreement, which must be done in a short time, which may not be enough for you. In this case, Bank ICBC (JSC) has the right to "forcibly close a position" without your additional consent, that is, to conclude a contract that is a derivative financial instrument, or to purchase securities at the expense of your funds, or to sell your securities. This can be done at existing, including unprofitable, prices and lead to losses for you.

Forced closing of a position is aimed at risk management. You may incur significant losses despite the fact that after that the change in the prices of financial instruments may take a favorable direction for you and you would have received income if your position had not been closed.

### **Risks caused by the foreign origin of the underlying asset**

#### Systemic risks

In relation to the underlying asset of derivative financial instruments – securities of foreign issuers and indices calculated on such securities, the systemic risks inherent in the Russian stock market are supplemented by similar systemic risks inherent in the country where the relevant foreign securities are issued or traded.

The main factors affecting the level of systemic risk in general include:

- political situation,
- features of national legislation,
- features of currency regulation,
- the likelihood of changes in legislation and/or currency regulation,
- state of public finances,
- the presence and degree of development of the financial system of the country of the location of the person liable for foreign securities.

The level of systemic risk can be influenced by many other factors, including the likelihood of restrictions on investments in certain sectors of the economy or the likelihood of a simultaneous devaluation of the national currency.

A generally accepted integral assessment of the systemic risk of investments is a "sovereign rating" in foreign or national currency assigned to the country in which the issuer of a foreign security is registered by international rating agencies, however, it should be borne

in mind that ratings are only benchmarks and may not correspond to the real situation at a particular moment.

Currently, the legislation allows Russian investors to conclude contracts that are Russian derivative financial instruments, the underlying asset of which are securities of foreign issuers or indices calculated on such securities.

Meanwhile, there are risks of changing regulatory approaches to the relevant operations, as a result of which it may be necessary to make transactions aimed at terminating obligations under these agreements, contrary to your plans.

#### Legal risks

It is necessary to be aware that foreign financial instruments, which are the basic assets of derivative financial instruments, are not always analogues of Russian financial instruments. In any case, the rights granted under them and the rules for their implementation may differ significantly from the rights under Russian financial instruments.

The possibilities of judicial protection of rights on derivative financial instruments with a foreign underlying asset may be significantly limited by the need to apply to foreign judicial and law enforcement agencies according to established rules, which may differ significantly from those in force in Russia.

In addition, in most cases you will not be able to rely on the protection of your rights and legitimate interests by the Russian authorized bodies.

#### Disclosure of information

Disclosure of information in respect of foreign securities that are the underlying asset of derivative financial instruments is carried out according to the rules in force abroad and in English. Evaluate your willingness to analyze information in English, as well as whether you understand the differences between the financial reporting rules adopted in Russia, International Financial Reporting Standards or financial reporting rules, according to which information is published by the issuer of foreign securities. Also, Russian trade organizers and (or) brokers can translate some documents (information) disclosed by a foreign issuer for your convenience. In this case, the translation can be perceived solely as auxiliary information to officially disclosed documents (information) in a foreign language.

Always consider the possibility of translator's mistakes, including those related to the possible different translation of the same foreign words and phrases, or the absence of a generally accepted Russian equivalent.

### **Declaration of risks associated with the use of third-party software**

Risks associated with the use of software (software) developed by third parties – third-party software (SPO). The Client consciously and independently, without any pressure from outside and/or from Bank ICBC (JSC), its employees and/or other legal representatives, decides to use third-party software on the terms offered by the developers of such a software, and assumes all risks, including, but not limited to, risks financial and other losses related to the use of third-party software.

The Client independently bears all risks associated with transactions made by the Client on the basis of recommendations provided through the use of the SPO. Bank ICBC (JSC) is not responsible for the damage incurred by the Client as a result of using third-party software and recommendations provided by such software, including, but not limited to,

incurred or anticipated loss, loss of profit, interruption of business activity and lost profits. The result of using the SPO and the services provided depends on many factors, including, but not limited to, the amount invested, the tariff plan, applied commissions and other costs, the effect of "slippage", changes in the market situation, the manifestation of statistical deviations, and other risks, for which Bank ICBC (JSC) is not responsible responsibility. The Client hereby confirms that he has been informed and warned about the user's independent responsibility for the use of software developed by third parties and about the risks associated with the use of such software.

FOR THE AVOIDANCE OF DOUBT, Bank ICBC (JSC) hereby declares that Bank ICBC (JSC) IS NOT A MANAGER AND DOES NOT PROVIDE SERVICES FOR THE TRUST MANAGEMENT OF securities, funds intended for transactions with securities and (or) the conclusion of contracts that are derivative financial instruments. The Client hereby confirms that he is aware that Bank ICBC (JSC) is not a manager and does not provide trust management services.

\*\*\*

Taking into account the above, we recommend that you carefully consider whether the risks arising during the relevant operations are acceptable to you, taking into account your investment goals and financial capabilities.

This Declaration is not intended to force you to abandon such operations, but is intended to help you assess their risks and responsibly approach the issue of choosing your investment strategy and the terms of the brokerage service agreement.

The list of the above risks is not exhaustive, and therefore, the Client may bear additional risks associated with operations on the securities market.

I have read and understood this "Declaration on Risks Arising when working in the Securities Market". I am aware of the real risks when making investment decisions."

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

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

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

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

### **Consent to the Processing of Personal Data**

In cases provided for by federal law, the processing of personal data is carried out only with the written consent of the subject of personal data. Consent in the form of an electronic document signed in accordance with the federal law with an electronic signature is considered equivalent to a written consent on paper containing the personal data subject's handwritten signature. The written consent of the personal data subject to the processing of his personal data must include, in particular:

- 1) the surname, first name, patronymic, address of the subject of personal data, the number of the main document certifying his identity, information about the date of issue of the specified document and the issuing authority;
- 2) the surname, first name, patronymic, address of the representative of the personal data subject, the number of the main document certifying his identity, information about the date of issue of the specified document and the issuing authority, details of a power of attorney or other document confirming the powers of this representative (upon receipt of consent from the representative of the personal data subject);
- 3) the name or surname, first name, patronymic and address of the operator receiving the consent of the personal data subject;
- 4) purpose of personal data processing;
- 5) a list of personal data for the processing of which the consent of the personal data subject is given;
- 6) the name or surname, first name, patronymic and address of the person processing personal data on behalf of the operator, if processing will be entrusted to such a person;
- 7) a list of actions with personal data for which consent is given, a general description of the methods of processing personal data used by the operator;
- 8) the period during which the consent of the personal data subject is valid, as well as the method of its withdrawal, unless otherwise established by federal law;
- 9) signature of the personal data subject.

The Consent Form may change and at the time of signing the Agreement, the Client is provided with a valid Consent form from Bank ICBC (JSC).

In case of conclusion of a contract for depository services, the Client fills in only the corresponding consent to the processing of personal data in accordance with the Appendix to the "Conditions for the implementation of depository activities of Bank ICBC (JSC)".

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

**CUSTOMER INFORMATION FORM FOR A LEGAL ENTITY**

Full and abbreviated (if any) company name including name in a foreign language			
Corporate form			
Taxpayer identification number or foreign company code			
Registration number (OGRN)			
Jurisdiction			
Date of State registration			
Place of State registration			
Name of registration authority			
LEI (Legal Entity Identifier)			
Location address			
Mailing address			
Federal state statistical monitoring form codes (OKPO, OKATO, OKVED)			
Contact telephone and fax numbers, SWIFT			
E-mail, telex			
<b>Banking accounts details:</b>			
Settlements in rubles: Beneficiary: Settlement account: Name of the bank, INN/KPP: Correspondent account: BIC:			
Use these details for yield transfer (check the necessary item with X or V)	Yes		No
Other ruble details for yield transfer			

Settlements in foreign currency (in US dollars, in euros, in yuans (as applicable)): Beneficiary: Account of beneficiary: Name of the bank: Correspondent account of the bank:			
Other details in foreign currency for yield transfer			
Use these details for yield transfer (check the necessary item with X or V)	Yes		No
Registration as a professional securities market participant (check the necessary item with X or V)	Yes		No
Licenses of a professional securities market participant <sup>1</sup> :			
Type of the license of a professional securities market participant: Number: date of issue: validity term: name of registration authority:			
Taxpayer status (resident or nonresident)			
Tax benefits (check the necessary item with X or V):	Yes		No
Copies of documents on tax benefits are enclosed on _____ pages <sup>2</sup>			
Correspondence delivery form (check the necessary item with X or V):			
<input type="checkbox"/> mail	<input type="checkbox"/> email	<input type="checkbox"/> personally	<input type="checkbox"/> via an authorized representative
Communications exchange form (check the necessary item with X or V):			
<input type="checkbox"/> mail	<input type="checkbox"/> email	<input type="checkbox"/> personally	<input type="checkbox"/> via an authorized representative
Purpose of form submission (check the necessary item with X or V):			
<input type="checkbox"/> Primary filling up of the form	<input type="checkbox"/> Modification of the form		

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

We shall immediately notify Bank ICBC (JSC) in writing of any changes in the constituent and other documents necessary for opening an account and registration in Trading Systems with simultaneous provision of respective documents and we shall bear full responsibility for any

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

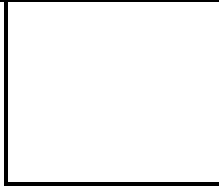
<sup>2</sup> The space is filled in the event of tax benefits

adverse consequences resulting from late receipt by Bank ICBC (JSC) of such notice and respective documents.

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

No.	Name	Signature sample	Position	Acting under (Articles of Association, Power of Attorney No)

Seal  
imprint



Managing Director \_\_\_\_\_

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

Representative acting under \_\_\_\_\_

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

L.S.

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



for office use of Bank ICBC (JSC)

Ref No \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_ time (Moscow) \_\_\_\_

Order accepted by an employee of Bank ICBC (JSC) \_\_\_\_\_/\_\_\_\_\_

“Balance of Current Account permits” \_\_\_\_\_/\_\_\_\_\_

Execution date: \_\_\_\_\_, 20\_\_

Annex No 5 to the Terms and Conditions for Bank  
ICBC (JSC) Brokerage Services on the  
Securities Market

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

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

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

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

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

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

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

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

\_\_\_\_\_

Customer

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

L.S. full name

for office use of Bank ICBC (JSC)

Ref No \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_ time (Moscow) \_\_\_\_\_

Order accepted by an employee of Bank ICBC (JSC)

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

“Balance of Current Account permits”

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

Execution date: \_\_\_\_\_, 20\_\_\_\_\_

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

Customer

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

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

in the clear      In    the    amount 

								=		
--	--	--	--	--	--	--	--	---	--	--

  
balance amount      of:

(*currency*)

(Date of Birth)	(Date of Birth)

Bank of beneficiary

--

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

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

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

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

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

Chief Accountant: \_\_\_\_\_/\_\_\_\_\_/L.S.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Customer's signature \_\_\_\_\_ (\_\_\_\_\_) L.S.

for office use of Bank ICBC (JSC)

Ref No      Date \_\_\_\_\_, 20\_\_ time (Moscow) \_\_\_\_\_

Order      accepted      by      employee      of      Bank      ICBC  
(JSC) \_\_\_\_\_/\_\_\_\_\_

“Balance of Current Account permits” \_\_\_\_\_/\_\_\_\_\_

Execution date: \_\_\_\_\_, 20\_\_\_\_

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

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

**Order No for  
cancellation**

dated \_\_\_\_\_

Customer

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

Please, cancel

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

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

for office use of Bank ICBC (JSC)

Ref No      Date \_\_\_\_\_, 20\_\_ time (Moscow) \_\_\_\_\_

Order accepted by an employee of Bank ICBC (JSC)

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

“Balance of Current Account permits”

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

Execution date: \_\_\_\_\_, 20\_\_\_\_

Annex No 9 to the Terms and Conditions  
for Bank ICBC (JSC) 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, that concluded an Agreement for Brokerage Services on the Securities Market with Bank ICBC (JSC) referred in the Tariffs as the Customers.

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

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

4. Bank ICBC (JSC) shall charge remuneration simultaneously with the transaction.  
Bank

ICBC (JSC) shall perform transaction on the Customer's orders only subject to the Customer's sufficient funds to pay for them.

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

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

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

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

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

USD shall mean US dollar

EUR shall mean euro

CNY shall mean Chinese yuan

RUB shall mean Russian ruble

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

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

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

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

№	SERVICES	Special Tariff
1.	<b>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.</b>	<b>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, %</b>
1.1.	On exchange trading	0,0065
2	Purchase and sale of securities in over-the-counter market  On DVP basis  Non DVP basis	  0,0065  0,1

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

On the organization's headed paper

**Power of Attorney**

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

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

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

Customer \_\_\_\_\_

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

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

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

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

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

L.S.

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

**Recipient's name**

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**NOTICE ON OPENING A SECURITIES SETTLEMENT ACCOUNT**

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

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

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

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

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

On the organization's headed paper

**Power of Attorney**

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

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

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

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

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

L.S.

for office use of Bank ICBC (JSC)

Authorized employee of Bank ICBC (JSC)\_\_\_\_\_/\_\_\_\_\_/

\_\_\_\_\_  
Name of the business unit of Bank ICBC (JSC)

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

**APPLICATION FOR OR CONFIRMATION OF PASSWORD RECEIPT**

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

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

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

\_\_\_\_\_, 20\_\_\_\_ (\_\_\_\_\_)  
L.S.

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

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

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

1. Customer information form prepared in the form of Annex No 3 to the Terms and Conditions;
2. Power of Attorney in the name of Bank ICBC (JSC) prepared in the form of Annex No 10 (for legal entities) to the Terms and Conditions;
3. Declaration on the risks associated with operations on the securities market and when accounting for the Client's funds with ICIBISI Bank (JSC) (Appendix No. 1 to the Regulations) and Notification under 224-FZ (Appendix No. 19 to the Regulations).

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

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

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

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

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

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

2) and/or copies of annual (or quarterly) tax declaration with notes of the tax authority on their acceptance or without such notes with a copy attached of the notice of delivery of registered mail with the list of enclosures (if sent by mail) or a copy of hard copy delivery confirmation (if sent electronically);

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

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

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

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

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

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

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

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

16. Other documents at the discretion of Bank ICBC (JSC), particularly, documents confirming the origin of funds and/or other property of the Customer; documents confirming the information on the place of performance (actual location) of the legal entity, its permanent governing authority, other body or person entitled to act on behalf of the legal entity without a power of attorney (documents confirming ownership of building, premises; lease (sublease) agreement and/or other documents confirming the location in the registered address of the legal entity or similar documents confirming the information on actual location of its permanent governing authority, other bodies).

**A stand-alone business unit of legal entity (branch, representative office) established under the legislation of the Russian Federation shall also provide:**

1) A notarized copy of the Regulation on Branch or Representative Office;

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

3) A notarized copy of the document confirming registration of the legal entity with the tax authority at the location of the branch/representative office of the legal entity.

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

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

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

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

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

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

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

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

6. License for the activity subject to licensing;

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

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

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

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

2) and/or copies of annual (or quarterly) tax declaration with notes of the tax authority on their acceptance or without such notes with a copy attached of the notice of delivery of registered mail with the list of enclosures (if sent by mail) or a copy of hard copy delivery confirmation (if sent electronically);

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

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

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

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

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

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

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

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

11. Other documents at the discretion of Bank ICBC (JSC), particularly, documents confirming the origin of funds and/or other property of the Customer; documents confirming the information on the place of performance (actual location) of the legal entity, its permanent governing authority, other body or person entitled to act on behalf of the legal entity without a power of attorney (documents confirming ownership of building, premises; lease (sublease) agreement and/or other documents confirming the location in the registered address of the legal entity or similar documents confirming the information on actual location of its permanent governing authority, other bodies).

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

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

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

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

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

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

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

**Customers which are qualified investors recognized as such by the managing company, broker or other parties in cases provided for under the legislation of the Russian Federation (in addition to the above documents) shall provide:**

- 1) The original or a notarized copy of the document confirming that the Customer was recognized as a qualified investor by the managing company, broker or other parties in cases provided for under the legislation of the Russian Federation;
- 2) Documents confirming the authority of the person recognizing as qualified investor (and of body/person authorized to act on its behalf) in the event they are not available in the Bank ICBC (JSC).

Additionally at the Customer's request:

In the event of appointment of representatives, a Power of Attorney shall be provided prepared in accordance with the Russian legislation following the form of Annex No 12 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 15 to the Terms and  
Conditions for Bank ICBC (JSC)  
Brokerage Services on the  
Securities Market

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

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

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

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

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

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

Basis for transaction:

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

#### **ON BEHALF OF THE CUSTOMER**

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

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

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

L.S.

for office use of Bank ICBC (JSC)

Ref No \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_ time (Moscow) \_\_\_\_\_

Order accepted by an employee of Bank ICBC (JSC)

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

Execution date: \_\_\_\_\_, 20\_\_

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

Annex No 16 to the Terms and Conditions  
for Bank ICBC (JSC) Brokerage Services  
on the Securities Market

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

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

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

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

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

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

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

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

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

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

The Power of Attorney is issued without power of substitution

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

L.S.

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

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

**Risky order notification**

Due to the negative result of testing conducted by Bank ICBC (JSC) after receiving the order [*date, order number, type of financial instrument, transaction (agreement) and number of securities (other financial instruments) in the order*], we notify you that the conclusion of the transaction / conclusion of the agreement specified in the order is not expedient for you and entails the following risks<sup>1</sup>:

1. \_\_\_\_\_

...

Bank ICBC (JSC) is not responsible for losses and expenses that you may incur as a result of the execution of your orders.

for service marks of Bank ICBC (JSC)	
Incoming No. Date " ____ " _____ 20__ time (Moscow) ____ hours ____ min	
Accepted by an employee of Bank ICBC (JSC) _____ / _____ /	
20 _____ / _____ /	

<sup>1</sup> Depending on the type of financial instrument, transaction (agreement), risks from the following list will be indicated: no guarantee of the safety of the invested funds from the state, no guarantee of receiving profitability, the risk of losses upon sale or early exit from the instrument, the risk of losing the initially invested funds, the risk of remaining due or otherwise.

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

**Risk Statement**

I, \_\_\_\_\_, declare that the test result revealed that I lack the experience and knowledge to invest in \_\_\_\_\_.

Despite this, I confirm that I am ready to accept the risks associated with the execution of the transactions indicated by me in the order, and incur possible losses.

I understand that a lack of knowledge and experience can lead to a complete loss of money I have invested in \_\_\_\_\_.

*Date Signature*

for service marks of Bank ICBC (JSC)

Incoming No. Date "\_\_\_" \_\_\_\_\_ 20\_\_ time (Moscow) \_\_\_ hours \_\_\_ min

Accepted by an employee of Bank ICBC (JSC) \_\_\_\_\_ /

\_\_\_\_\_/

20 \_\_\_\_\_ / \_\_\_\_\_ /

**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, access to which is not limited by a certain group of people (including the Internet), any different way of obviously false data as a result of which the price, demand, the offer or a trading volume deviated by a financial instrument, foreign currency and (or) goods level or were supported at the level, significantly different from that level which would be created without distribution of such data. If other is not established by this Federal law, production, release or distribution of products of the registered mass media is not market manipulation irrespective of their influence on the price, demand, the offer or a trading volume a financial instrument, foreign currency and (or) goods;

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;

4) 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 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

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;

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