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**TERMS AND CONDITIONS FOR DEPOSITORY OPERATING OF
AO UNICREDIT BANK
(CLIENT'S REGULATIONS)**

Moscow
2016

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CHAPTER 1. DEFINITIONS AND INTERPRETATIONS

Active depo account shall mean a depo account open in the record system of the depository and intended for accounting of the depositors' rights to securities placed to safe custody and accounting to the depository, to safe custody and/or accounting on the Interdepository depo account of the depository with the sub depository or accounted with the Registrar on the Separate account of the depository, as a nominee holder.

Additional issue of securities shall mean the total of securities placed in addition to the securities of the same issue of securities placed earlier.

Administrative depository transactions shall mean depository transactions, resulting in changes in questionnaires to depo accounts; also, in contents of other registers of the depository, except for securities balances on customer accounts.

Analytical depo account shall mean a depo account opened with the depository to record securities of a particular depo account owner or to record securities safekept at a particular custodian.

Authorized persons of the depository shall mean the Bank employees having authorities based on the Charter, powers of attorney and orders issued by the Bank.

Authorized representatives of the depositor shall mean persons authorized to dispose of the depositor depo account and/or accept and receive documents related to servicing the depositor depo account, as well as perform other actions based on the depositor's power of attorney.

Bank - shall mean Joint Stock Company UniCredit Bank.

Bearer emissive security shall mean a security the transfer of rights to which and implementation of rights attached thereto will not require the owner identification.

Business day of the depository shall mean a day when the depository is open for its general activity.

Central depository shall mean National Settlement Depository (NSD), which has been assigned with the status of the central depository by the Order of FCSM of Russia No 12-2761/PZ-I dated 6 November 2012.

Certificate of emissive security shall mean a document issued by the issuer and certifying the bundle of rights to the number of the securities specified in the certificate.

Certificated emissive securities shall mean a form of emissive securities under which the owner is identified based on the presented duly executed security certificate or, in case of depositing it, based on entry on the depo account.

Complex depository transaction shall mean a transaction that comprises different types of transactions as its component parts.

Controller shall mean an employee of the Bank who is in charge of the duty of arrangement and fulfillment of internal control of the activity of the Bank as a professional securities market participant.

Delivery/Receipt against payment shall mean the principle of dealing with securities under which the securities delivery occurs only against the simultaneous cash transfer in payment for the securities.

Delivery/Receipt free of payment shall mean the principle of dealing with securities under which the securities delivery does not depend on cash transfer in payment for the securities.

Depo account shall mean an accounting register, being the aggregate of records consolidated under the common criterion, intended for securities recording g, having no less than one depo sub- account.

Depo account agent shall mean a physical person authorized by the depositor, the Trustee of depo account or the Operator of depo account (sub – account) to sign documents initiating performance of the depository transactions.

Depo sub - account shall mean an accounting register, being the aggregate of the Separate depo accounts transactions on which are regulated by one document or a set of interrelated documents.

Depositor shall mean a legal entity or a physical person that uses the depository services based on the depository (Interdepository) agreement concluded with the depository within the framework of the depository activity carried out by the latter.

Depository shall mean the Department of depository services, an independent structural unit of the Bank that carries out depository activity based on the respective license for depository activity.

Depository activity shall mean the provision of safekeeping services of security certificates and/or maintenance of records and evidencing rights to securities based on the respective license.

Depository administration shall mean Head of Global Securities Services Unit of AO UniCredit Bank.

Depositor's Questionnaire shall mean a document, containing main data on the Depositor, being necessary for performance by the Depository of its obligations under the Depository agreement.

Deposit depo account shall mean a depo account intended for recording of rights to securities transferred to the notary or court for deposit.

Depository agreement shall mean the agreement on depository services.

Depository receipts programmes depo account shall mean a depo account intended for accounting of rights to emissive Securities of the Russian issuer, which placement and/or circulation outside the Russian Federation is carried out via placement in compliance with the foreign securities law of the foreign issuers.

Depository transactions shall mean cumulative actions performed by the Depository with the depository registers and other depository registers materials, as well as with security certificates safekept with the Depository.

Emissive security shall mean any security, including an uncertificated one that is characterized simultaneously by the following criteria:

- consolidates the bundle of property and non-property rights subject to certification, assignment, and unconditional implementation in compliance with the form and the procedure established by the Federal Law “On Securities Market”;
- has equal scope and time periods for implementation of rights within one issue of securities, irrespective of the time of the security acquisition;
- placed by issues.

Separate depo account shall mean a minimum indivisible structural unit of depository accounting, representing the total of records intended for accounting of rights to securities of one issue and one type kept on one analytical depo account and possessing a similar set of permissible depository transactions.

CBR shall mean the Central Bank of the Russian Federation

Fee schedule shall mean an integral application to the depository agreement approved by the depository, determining the amount of the commission fee for provision of the depository services to the depositors by the depository.

Foreign authorized holder depo account shall mean a depo account intended for accounting of rights to securities of a foreign entity, not being the owner of the securities, that in compliance with the governing law is entitled to perform, in its name and on behalf of other persons, any legal and actual actions with securities, as well as exercise the rights attached to securities.

Foreign nominee holder depo account shall mean a depo account intended for recording of rights to securities of a foreign depository-depositor transferred to the foreign depository-depositor by its depositors in compliance with the depository agreements and not owned by the foreign depository-depositor.

Global depository transaction shall mean a transaction that changes the status of all or a significant part of the accounting registers of the depository related to such Issue of securities.

Initiator of a depository transaction shall mean persons authorized to give instructions. The Clients (Depositors) (trustees, depository account operators authorized representatives), the officials of the depository, the competent state authorities, as well as other persons determined by these Terms and conditions and the effective legislation of the Russian Federation, may act as the initiators of depository transactions.

Informational depository transactions shall mean depository transactions related to execution of reports and statements on the depo accounts, Separate accounts and other accounting registers of the Depository or on performance of depository transactions.

Interdepository agreement (agreement on interdepository relationships) shall mean the agreement on provision of services by the depository being the place of safekeeping to the depository being the depositor on safe custody of security certificates and/or evidencing the rights to securities of depositors of the depository-depositor.

Interdepository depo account (nominee holder depot account) shall mean a depo account intended for evidencing the rights to securities of the depository-depositor transferred to the depository-depositor by its depositors in compliance with the depository agreements and not owned by the depository-depositor.

Inventory depository transactions shall mean depository transactions that change balances on the customer accounts of the Depository.

Issue of securities shall mean the total of securities of one issuer, granting equal scope of rights to their owners and having equal par value, provided that the par value is stipulated by the legislation of the Russian Federation. An Issue of Securities is assigned a uniform state registration number that covers all securities of such issue, and in case the issue of securities is not a subject to the state registration – the identification number

Issuer shall mean a legal entity, executive authorities or local government bodies, incurring in their own name the obligation to the securities owners on implementation of rights attached thereto.

Instruction shall mean a document, containing instructions to the depository to perform one or several depository transactions.

List of securities shall mean a list of issues of securities in relation to which the depository provides the depository services.

Mortgage Deed shall mean a registered security that certifies the right of its legal owner to receive satisfaction on the monetary obligation under mortgage, without presentation of any other evidence of existence of such obligation, and the right of pledge to the property under mortgage.

Non- emissive security shall mean any security not meeting the criteria for emissive Securities.

Official instruction shall mean an order initiated by the depository administration under the procedure and in cases stipulated hereby.

Operation day of the depository shall mean a time interval within which the depository provides services to the depositors.

Operator of depo account (sub - account) shall mean a legal entity, not being the owner of such depo account but on the basis of the authorities received from the depositor entitled to instruct the depository on performance of the depository transactions on the depo account (depo sub - account) of the depositor within the authorities determined by the depositor and the depository agreement.

Owner shall mean a person who owns securities on the basis of the right of ownership or other proprietary right.

Owner depo account shall mean a depo account intended for accounting and recording of rights to securities owned by the depository on the basis of the right of ownership or other proprietary right.

Place of safekeeping shall mean the depository vault, external vault, registrar or the place of safekeeping of depository where security certificates are safekept and/or rights to securities of depositors of the depository are recorded.

Pledge shall mean a way to secure an obligation under which the creditor – pledge holder acquires the right to receive satisfaction at the expense of the property pledged, in case the debtor fails to perform the obligation.

Pledge holder shall mean the creditor under the pledge agreement.

Pledgor shall mean a person to whom the subject of the pledge belongs on the basis of the right of ownership or full economic jurisdiction.

Qualified investor shall mean a person, being or recognized as the qualified investor in compliance with Federal Law dated April 22, 1996 No. 39-FZ “On Securities Market”.

Registered emissive securities shall mean securities the information on owners of which must be available to the issuer in the form of the register of securities owners when transfer the rights to them and implementation of the rights attached to them requires mandatory identification of the owner.

Registered decision on issue of securities shall mean a document containing data sufficient to establish the scope of rights entitled by a security.

Registrar shall mean a holder of register upon the order of the issuer or obligor upon the securities, a professional securities market participant, having a license for keeping a register or in cases envisaged by federal laws - other professional securities market participant .

Relationship manager – the employee of the client service of the Bank responsible for establishment/maintenance/development of relations with the clients.

Services shall mean all services of the depository provided under the depository agreement/agreement on interdepository relationships.

Securities intended for qualified investors shall mean securities the resolution on which emission stipulates that they are intended for the qualified investors, and/or deals on which are performed with regard to restrictions and rules stipulated by Federal Law dated April 22, 1996 No. 39-FZ “On Securities Market” for securities intended for the qualified investors, and other statutory acts.

Sub - depository shall mean a third-party depository in which the depository has an open interdepository depo account.

Terms and Conditions (Client`s regulations) shall mean the terms and conditions for carrying out the depository activity.

Trading depo account shall mean a depo account intended for record of rights to securities open in compliance with Article 15 of Federal Law dated 07.02.2011 No. 7-FZ “On Clearing and Clearing Activity”.

Treasury depo account of an issuer shall mean the depo account intended to record rights of the issuer (the entity obligated under the securities) to the securities issued (granted) by it.

Trustee of depo account shall mean a person, having the license of the professional securities market participant that has concluded the relevant agreement with the depositor to which the depositor has transferred.

Trustee depo account shall mean a depo account intended for accounting and recording of rights to securities transferred to the trustee under the agreement and not owned by the trustee.

Uncertificated emissive securities shall mean a form of emissive securities under which the owner is identified based on the record in the shareholder`s register system or, in case of a security deposit, based on entry of the depo account.

Unidentified persons account shall mean a depo account not intended for accounting of rights to securities used by the depository in absence of the basis for crediting the securities to the depo accounts.

CHAPTER 2. GENERAL PROVISIONS

1. Depository

Official and postal address: 9 Prechistenskaya Embankment, Moscow, 119034

Physical address: 9 Butikovsky pereulok, Moscow, 119034

Phones: (495) 258-72-58, (495) 258-73-49, (495) 692-96-34

Fax: (495) 723-71-06

E-mail address: custody@unicredit.ru

2. Subject and status of this document

2.1 These Terms and Conditions will determine the list of the services to be provided to the Depositor, as well as regulate the rules for interaction between the Depository and the Depositor within the framework of such services.

2.2 These Terms and Conditions will be an integral part of the Depository agreement, have been made in compliance with the requirements of the Civil Code of the Russian Federation, Federal Law "On Securities Market" No.39-FZ dated 22.04.96, the Regulation on Depository activity in the Russian Federation approved by Enactment of FCSM of Russia dated 16.10.97 No. 36, the Rules for Depository transaction Accounting by Credit Institutions in the Russian Federation dated 25.07.96 No. 44 approved by Order of the Central Bank of the Russian Federation dated 25.07.96 No. 02-259, and other effective regulatory legal acts, as well as PARTAD (Professional Association of Registrars, Transfer Agents and Depositories) standards.

2.3 These Terms and Conditions contain:

- list and terms of transactions performed by the Depository;
- action procedure for the Depositor and the Depository employees at performance of the foregoing transactions;
- basis for performance of transactions;
- forms of documents to be completed by the Depositor;
- forms of documents to be issued to the Depositor upon results of transactions;
- time periods for execution of transactions;
- procedures of acceptance for service and termination of service of the issue by the Depository;
- procedure and time periods for submission to the Depositors of statements on the Depositor's accounts and reports on transactions performed, as well as of other documents certifying their rights to securities;
- general rules for the Depository operations related to the procedure for servicing the Depositors.

2.4 All appendices to these Terms and Conditions will be the integral part hereof.

2.5 These Terms and Conditions shall be binding upon both the Depository employees and the Depositors.

2.6 These Terms and Conditions will be available on an open basis and presented upon request of any interested persons. Public placement of the Terms and Conditions will not constitute a public offer to conclude the Depository agreement.

3. Amendment procedure

3.1 These Terms and Conditions, as well as the annexes hereto, may be changed and (or) added by the Depository unilaterally.

3.2 In case such amendments hereto are conditioned by introduction of amendments by the competent state authorities of the Russian Federation to the regulatory legal acts, regulating the procedure for carrying out the Depository activity and (or) securities circulation, then such amendments become effective from the effective date of the relevant regulatory legal acts, unless the regulatory act that has caused the necessity for introduction of amendments establishes other effective date.

3.3 Amendments to the Terms and Conditions may be introduced in connection with changes in the internal structure or operational process of the Bank, not being in conflict with the Depository functions on servicing the interests of the Depositors.

3.4 The Depository will notify all Depositors on all amendments to be introduced into the Terms and Conditions, not later than 10 days prior to their effective date, by way of placing the relevant notification and the new version of the Terms and Conditions on the website <http://www.unicreditbank.ru>.

3.5 In case the Depositor disagrees with the new version of the Terms and Conditions, it will be entitled to cancel the Depository agreement or the agreement on Interdepository relationships under the terms stipulated by the foregoing agreements and these Terms and Conditions. The old version of the Terms and Conditions will be valid until such moment.

3.6 The Depository will be entitled to introduce amendments to the Instruction formats, being the appendices hereto. In such case, the Depository will accept Instructions both in the new and old formats within one calendar year from the moment of introduction of amendments. Upon expiry of such period, the acceptance of Instructions in old format will be terminated.

4. General operations principles of the Depository

4.1 The Depository shall carry out the Depository activity, being guided by the effective legislation of the Russian Federation, the regulatory legal acts of the competent authority on regulation of the securities market and financial markets, the Bank Charter, decisions of the Bank management bodies and these Terms and Conditions.

4.2 The Depository shall carry out its activities based on the license of the professional securities market participant for depositary activity No. 177-06564-000100 issued by the Federal Financial Market Service on April 25, 2003 for an unlimited period.

4.3 The Depository will notify the Depositor on combination of types of professional activities on the securities market according to the licenses of the professional securities market participant issued to the Bank:

- License of the professional securities market participant for broker activity issued by the Federal Financial Market Service on April 25, 2003 No.177-06561-100000;
- License of the professional securities market participant for dealer activity issued by the Federal Financial Market Service on April 25, 2003 No. 177-06562-010000.

4.4 For the benefit of the Depositors, the Depository will implement a package of measures to prevent conflict of interests related to combination of types of professional activities on the securities market.

5. General services of the Depository

5.1 The Depository offers the following types of services:

- opening and maintenance of the Depo accounts;
- recording of rights to securities or safekeeping of Certificates of emissive securities and accounting, recording of transfer of rights to securities;
- settlements of securities, including Delivery/Receipt of Securities Free of Payment/Against Payment;
- blocking of securities, including encumbrance of Depositor`s securities by Pledge;
- assistance in implementation of rights to securities, including the right to receive dividends and other payments under securities.

5.2 Services accompanying the Depository activity:

- maintenance of the Depositors` cash accounts intended for settlement of securities and receipt of income under securities, in compliance with the federal laws and other regulatory legal acts of the Russian Federation;
- verification of the Certificates of certificated securities for authenticity and ability of using as payment means;
- as assigned by the Depositor, representation of its interests in the general meetings of shareholders;
- provision of data on securities declared void and (or) stolen, being on the wanted list or for other reasons included into stop-lists by the Issuers, law-enforcement authorities or the government regulatory agencies on the securities market, to the Depositors;
- tracking the Issuer`s corporate actions, informing the Depositor on such actions and potential adverse effects for it/him. At availability of the respective provisions in the agreement with the Depositor, performance of actions, allowing minimize the damage to the Depositor due to the corporate actions of the Issuer;
- assistance in optimization of taxation of income on securities;
- submission to the Depositors of data on the Issuers available with the Depository, including data on the Issuer`s financial status;
- submission to the Depositors of data on the securities market;
- arrangement of investment consulting, submission to the Depositors of data on the Russian and international systems of registration of title to securities and consultations on the rules of operation of such systems;
- provision of other services not prohibited by the federal laws and other regulatory legal acts of the Russian Federation connected with maintenance of the Depositors` Depo accounts and assistance in i realization of rights to securities.

6. Depositors of the Depository

6.1 The Depositors of the Depository may be physical persons and legal entities, residents and non-residents of the Russian Federation.

6.2 The Depositors of the Depository may be persons that possess securities on the basis of the right of ownership or other proprietary right, as well as depositories, including those acting as nominees for securities of their clients, including foreign nominee holders.

6.3 The Depositors of the Depository may be also trustees and foreign authorized holders of securities.

6.4 The Depositors of the Depository may be both Qualified and non-Qualified investors.

6.5 The Depository will not conclude the Depository (Interdepository) Agreements with and will not open Depo accounts to:

- anonymous owners, i.e. without presentation by a physical person, a legal entity that opens the Depo account of the documents necessary for identification of the Depo account owner;
- physical persons, legal entities if an incomplete set of documents and information, being necessary to identify the Depo account owner is provided by them;
- physical persons, legal entities if false or void documents and information, being necessary to identify the Depo account owner is provided by them;
- physical persons, legal entities at their or their representatives' failure to present documents, being necessary to identify the account owner, its representative.
- physical persons, legal entities at availability of data on their participation in terrorist activities that is obtained in compliance with the effective anti-money laundering legislation;
- physical persons without personal attendance of the person, opening the Depo account, or of his/her representative;
- legal entities, in case it is revealed that their permanent management bodies, other bodies or persons that are entitled to act on behalf of the legal entity w/out power of attorney are unavailable at their principal place of business;
- non-resident banks that have no permanent management bodies in the territories of the states where they are registered;
- non - resident banks that perform transactions of the banks that have no permanent management bodies in the territories of states where they are registered, on their accounts.

7. Operational Hours of the Depository

7.1 All actions regulated hereby shall be performed as per Moscow time.

7.2 A business day of the Depository starts at 9:00 and ends at 17:45 Moscow time, except for Friday and pre-holiday days when a business day ends at 16:30 Moscow time. Saturdays, Sundays and official holidays announced according to the Russian legislation will be non-business days, unless the regulatory legal acts of the competent authorities establish otherwise.

7.3 An Operational Hours of the Depository starts at 9:00 and ends at 17-30 (on Fridays and pre-holiday days - at 16-00). All Instructions, confirmations of reregistration, settlements and other information accepted from the Depositor at such time shall be processed within the current business day. All Instructions accepted from the Depositor after the time specified shall be processed within the following business day.

7.4 The Depository will be entitled to change the limits of the Operational Hours of the Depository on certain business days, with notice to the Depositors thereof no less than 5 (Five) business days prior to occurrence of such day, by way of placing the respective notification on the website <http://www.unicreditbank.ru>

8. Depo Accounts

8.1 Structure of Depo accounts

8.1.1 The Depo account will be opened to the Depositor under the terms envisaged by the Depository agreement.

8.1.2 The Depositor may open an unlimited number of Depo sub- accounts within the Depo account. The Depository will perform separate recording of the securities safekept on the Depo sub - account of the Depositor.

8.1.3 The number of the Depo accounts opened to one legal entity or physical person will not be limited. Opening a new Depo account to the Depositor will not require the conclusion of a new Depository agreement.

8.2 Types of Depo accounts

8.2.1 The Depository will open the following types of Depo accounts:

- Owner Depo account;
- Nominee Holder Depo account;
- Trustee Depo account;
- Foreign Nominee Holder Depo account;
- Foreign Authorised Holder Depo account;
- Depository Receipts Programmes Depo account;
- Deposit Depo account;
- Treasury Depo account of an Issuer;
- Trading Depo account

8.2.2 The Depository will also open the following account types not intended for accounting of rights:

- Unidentified Persons account.

8.3 Separate accounts of Depositor

8.3.1 Opening of the Separate accounts of Depositor will occur within the framework of the Depo account and will not require the conclusion of a separate agreement between the Depository and the Depositor.

8.3.2 The Separate accounts of Depositors with zero balance will be closed at closing of the Depo account in compliance with the provisions of clause 2.3 Chapter 3.

8.3.3 The Separate accounts of Depositor may not be closed at non-zero securities balance.

8.4 Unidentified Persons Account

8.4.1 The Unidentified Persons account will be opened by the Depository, irrespective of the necessity for crediting securities.

8.4.2 Crediting of securities to the Unidentified Persons account will be performed by the Depository not later than a business day following the day of receipt of the document by it that confirms crediting of the securities to the account open to the Depository with the Registrar and/or the sub-depository at absence of grounds for crediting the securities to the Depositor Depo account.

8.4.3 Debiting securities from the Unidentified Persons account will be performed not later than a business day following the day of receipt of the document by it that confirms the rights to the securities recorded by the Depository on the Unidentified Persons account.

8.4.4 In case the basis for crediting the securities recorded on the Unidentified Persons account to the Depositor Depo account has not been received by the Depository within the maximum period established by the legislation, the Depository will debit the securities from the Unidentified Persons account under the procedure established by the legislation.

9. Securities

9.1 Types of securities

9.1.1 The object of the Depository activity of the Depository shall be securities issued by residents and non-residents of the Russian Federation, in compliance with the legislation of the state under which jurisdiction they fall, unless it contradicts the requirements of the federal laws and other regulatory legal acts established by the legislation of the Russian Federation.

9.1.2 The object of the Depository activity of the Depository may be the following securities:

- Registered securities issued (granted) by the Russian legal entities and citizens, the recording of rights to which in compliance with the federal laws may be performed by the depositories on the Depo accounts;
- Bearer emissive securities with mandatory centralized safekeeping;
- Foreign financial instruments that are qualified as securities in compliance with Article 44 of Federal Law dated April 22, 1996 No. 39-FZ "On Securities Market" and the rights to which, in compliance with the governing law of the person obligated under such financial instruments, may be record kept on the accounts open with organizations that perform evidencing of rights to securities.

9.2 Record - keeping of foreign financial instruments not qualified as securities

9.2.1 The Depository will be entitled to provide services to the Qualified investors on record-keeping of foreign financial instruments that in compliance with the legislation of the Russian Federation are not qualified as securities. The foregoing record-keeping may be performed under the procedure similar to the depository record-keeping of rights to securities. In so doing, the Depository will not be entitled to perform transactions on transfer of rights to such foreign financial instruments, transactions on encumbrance of financial instruments with obligations as assigned by the Depositors and other Inventory depository transactions, except for the Global depository transactions, as well as transactions related to acceptance for accounting of foreign financial instruments and removal from account of foreign financial instruments for the purposes of their transfer to the Depo accounts of the Depositors and/or other persons, open with foreign organizations that perform accounting of rights to such financial instruments.

9.2.2 The Depository shall ensure separate record - keeping of such foreign financial instruments with indication that such foreign financial instruments are not qualified as securities in compliance with the requirements of the legislation of the Russian Federation, as well as bring the information thereof to the knowledge of the Depositors.

9.3 Acceptance of securities for service

9.3.1 The Depository will provide the services only on the Issue of securities entered into the List of securities of the Depository to be determined by the Depository independently.

9.3.2 The acceptance of the Issue of securities for service will be performed by way of its addition to the List of securities. The date of the acceptance of the Issue of securities for service shall be considered the date of its addition to the List of securities.

9.3.3 The acceptance of Issue of securities for service will be performed on the initiative of the Depositor, the Depository, the Issuer, the Registrar, a third-party depository or decision of the competent authorities of the Russian Federation. The decision on acceptance of the Issue of securities for service will be made by the Depository administration.

9.3.4 The Depository will refuse in acceptance of Issue of securities for service, if:

- The Issue of securities has failed the state registration (for securities issued by the residents of the Russian Federation), except for those cases when securities are not subject to registration;
- the circulation period of securities has expired or the notice has been received from the registration authority on suspension and placement of the Issue of securities and transactions therewith;
- acceptance of securities for the depository service being prohibited by the conditions of circulation of the Issue of securities;
- acceptance of securities to depository services being prohibited by the legislative and other regulatory legal acts of the Russian Federation;
- no possibility exists to determine the authenticity and/or ability of using as payment means of the Certificates of emissive securities for certificated Issues of emissive securities;
- at acceptance of an Issue of a foreign security for service, there is no document at the disposal of the Depository of the organization-member of the National Numbering Agencies Association by which such organization confirms the assignment (availability of the assigned ones) to the foreign financial instrument of ISIN or CFI code or the notice of the federal executive authority for the securities market on qualification of the foreign financial instrument as a security;
- CFI code assigned to the Issue of a foreign security is absent in the list of permitted codes established by the respective regulatory legal act of the federal executive authority for the securities market.

9.3.5 In case of refusal to accept the Issue of securities for service, the Depository will forward the notice to the Initiator of depository transaction of refusal in acceptance of the Issue of emissive securities for service with indication of the reason for refusal, no later than 3 business days from the day of the decision-making by the Depository administration.

9.3.6 At acceptance of the securities for service, the Depository will be entitled to use data contained in the databases on disclosure of information on the Issuers and emissions of their securities maintained by the regulatory authorities or a self-regulated organization, supplied by other depositories, international clearing organizations, international or Russian information agencies, as well as financial institutions.

9.3.7 At acceptance of securities for service on the Depositor's initiative, the Depository may request to present a copy of the document, confirming the state registration of the Issue of securities.

9.3.8 The acceptance of securities for service will be performed by the Depository within 1 (one) business day from the moment of receipt of the documents requested in compliance with clause 9.3.7 of this Chapter.

9.4 Safekeeping and record-keeping of securities

9.4.1 Securities with the Depository may be record-kept on an open, closed and marked basis of safekeeping. The method of safekeeping of certain securities will be determined by the terms of the Issue of securities.

9.4.2 Open safekeeping method of securities means that, only total number of securities without indication of their individual signs (such as number, series, rating) and without indication of individual signs of the certificates that confirm them are recorded on the Separate account of the Depositor. In relation to securities kept on an open basis, the Depositor will be entitled to submit the Instruction only in relation to the number of securities registered on its Depo account without indication of their individual signs.

9.4.3 Close safekeeping method of securities means that securities with indication of their individual signs are recorded on the Separate account of the Depositor. In relation to securities safekept in close custody, the Depositor will be entitled to submit the Instruction in relation to any particular security recorded on its Depo account, at availability of individual signs with such security. Such method of safekeeping will be possible only for certificated issue of securities. For securities safekept in close custody, the Depository will maintain the catalogue of numbers to contain information, enabling to identify the owner of a particular security and its Custodian.

9.4.4 Marked safekeeping method of securities means that securities with indication of the group sign to which they are attributed in compliance with the terms of the issue are recorded on the Separate account of the Depositor. The Depositor will be entitled to submit the Instruction in relation to the certain number of securities attributed to a specific group with indication of the group sign and/or peculiarities of custody. For securities with market safekeeping, the Depository will maintain a catalogue of group signs that allows identify the group to which the securities relate, and the peculiarities of their custody.

9.4.5 Securities will be recorded in units.

9.4.6 For purposes of the depository recordkeeping, one security (one unit) should be considered as the minimum par value of marketable securities of this Issue of securities, unless the terms of issue and circulation of the securities provide otherwise.

9.4.7 For purposes of safety the Depositors' securities, the Depository will safekeep and recording the Depositor's securities separately from the securities owned by the Depository. For that purpose, the Depository will act as the nominee for the Depositor's securities in the registers of owners of the Registered emissive securities and in the correspondent depositories, and will open separate accounts with the above organizations for own securities and for the Depositor's securities. The Depository will also provide for recording and safe custody of the Depositor's

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securities divided from recording and custody of securities of other Depositors by way of opening separate Depo accounts for each Depositor.

9.5 Recording of fractional securities

9.5.1 When it is necessary to record shares that constitute a fractional number on the Depositors' Depo accounts, the Depository will be guided by the regulatory legal documents and/or directions of the competent state authorities and the standards of self-regulated organizations.

9.5.2 Fractional securities will be formed in the cases as follows:

- at exercising the preemptive right to purchase additional shares;
- at conversion of shares;
- at calculation of quantity of investment units to be credited.

9.5.3 In case of formation on the Depo sub-accounts fractional shares in the quantity exceeding the whole number or deduction of fractional shares from the whole share, crediting/debiting of the necessary whole number of shares and crediting/debiting of the necessary quantity of parts of fractional shares will be carried out.

9.5.4 Debiting of the fraction of the security from the account without the whole number of securities will be allowed only in absence of the whole number of securities, except for debiting from the Nominee Depo account or the Foreign Nominee Depo account.

9.6 Recordkeeping of investment units of unit investment funds on Depo accounts

9.6.1 The Depository will be entitled to record investment units of unit investment funds (hereinafter the Fund) on the Depo accounts, in case the rules for trustee of the Fund foresee the evidencing the rights to investment units on the Depo accounts by the depositories with regard to the following peculiarities:

- arising of fractional parts of investment units on the Depo accounts will be allowed at crediting them with the investment units in connection with their issue, transfer, exchange or split;
- arising of fractional parts of the investment units on the Nominee Depo account s will be also allowed at debiting the investment units from them in connection with redemption, exchange or transfer of fractional parts of the investment units accounted on the Depo account of the investment units' owner. In such case, arising of a fractional part of the investment unit will be only allowed as a result of deduction of the quantity of the investment units subject to redemption, conversion or transfer from the total number of the investment units recorded at the Nominee Depo account;
- at crediting the investment units to the Depo accounts, fractional parts of the investment units will be summed up;
- reduction of a fractional part of the investment unit at the Depo account of the investment units' owner, the Trustee Depo account will not be allowed;
- debiting from the Depo account of a fractional part of the investment unit without its whole part will be allowed only in case of redemption, conversion or transfer of the investment units at absence of the whole part of the investment unit, being subject to redemption, conversion or transfer, except for debiting from the Nominee Depo account and the Foreign Nominee Depo account.

9.7 Mortgage Deed Recording

9.7.1 The depository recordkeeping of the Mortgage Deeds will be possible for the Mortgage Deeds which bear the mark on the depository recordkeeping, and shall be carried out based on the Depository agreement with the Mortgage Deed Owner.

9.7.2 For the depository recordkeeping of the Mortgage Deed with the Depository, it must bear the mark on the depository recordkeeping, containing the name and place of location of the Depository. The mark on the depository recordkeeping may be made by the executor of the Mortgage Deed at its execution or by the Mortgage Deed Owner after its issue by the authority that performs the state registration of rights.

9.7.3 When changing the depository, the Mortgage Deed Owner shall make a mark on it on the new Depository with indication of its name and place of location.

9.7.4 The mark on the depository recordkeeping of the Mortgage Deed must indicate whether such record-keeping is temporary or mandatory. In case of temporary depository record-keeping of the Mortgage Deed, its Owner will be entitled at any moment to demand from the Depository to terminate the safekeeping and record - keeping of the Mortgage Deed. In case of mandatory depository recordkeeping of the Mortgage Deed, it may be given by the Depository to the Mortgage Deed Owner only under its transfer to another Depository, submission to courts, law enforcement authorities, bailiffs and executors of justice, having in action cases related to real estate objects and (or) their right holders, as well as for its transfer to the authority that performs the state registration of rights.

9.7.5 In case of depository recordkeeping of the Mortgage Deed, the rights of its Owner shall be confirmed by entry on the Depo account in the depository recordkeeping system.

9.7.6 In case of depository recordkeeping of the Mortgage Deed, the Depository, based on the respective Instructions of the Mortgage Deed Owner, shall enter, into the depository safekeeping system,

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the entry on the Depo account on transfer of the Mortgage Deed to trust management, on the pledge or on performance of any other transaction with the Mortgage Deed; also, as applied by the Mortgage Deed Owner, make a special entry, granting the Mortgage Deed Pledgeholder the right to sell the Mortgage Deed upon expiry of certain period for the purpose of withholding of the amount of the obligation secured by its Pledge, from the proceeds.

9.7.7 In case of termination of depository recordkeeping of the Mortgage Deed, the Depository will make marks on it on the encumbrances and on the transactions that according to records in the depository safekeeping system on the Depo accounts being valid in relation to such Mortgage Deed, as of the moment of termination of its depository record - keeping with the Depository.

9.7.8 In case of depository recordkeeping of the Mortgage Deed, the transfer of rights to the Mortgage Deed, as well as performance of other transactions with the Mortgage Deed, may be performed only through respective entries on the Depo account.

9.7.9 The Depository will be entitled to engage any other depository in performance of its duties on custody and (or) recordkeeping of the Mortgage Deeds, if it has been stipulated by the Depository agreement. In such case, no additional marks are to be made on the Mortgage Deed. The Depository will be liable for actions of such other depository designated by it, as if they were its own ones.

9.8 Withdrawal of securities from servicing

9.8.1 Withdrawal of the Issue of securities will be made by way of excluding it from the List. The date of withdrawal of the Issue of securities shall be deemed the date of its exclusion from the List.

9.8.2 Withdrawal of the Issue of securities will be made in the following cases:

- redemption of the Issue of securities;
- cancellation of the individual number (code) of the additional Issue of securities by the registration authority and consolidation of securities of the additional Issue of securities with securities of the emission in relation to which they are deemed additional
- making the decision by the governing authority on recognition of the Issue of securities as void or on cancellation of such Issue;
- entering into force of the court decision on nullity of the Issue of securities;
- liquidation of the Issuer of the securities;
- termination of service as resolved by the Depository administration.

9.8.3 Withdrawal of the Issue of securities shall be made within 1 (One) business day from the moment of receipt of documents, confirming the events specified in clause 9.8.2 of this Chapter, by the Depository.

9.8.4 The Depository will not be entitled to terminate service of the Issue of securities as resolved by the Depository administration, in case the securities of such issue being record kept on the Depositor Depo account.

9.8.5 Termination of servicing the issue of securities of the liquidated Issuers and debiting thereof from the Depositor Depo accounts by the Depository will be performed by the Depository only upon receipt of the following confirmations:

- confirmation from the registrar that holds the register of the liquidated Issuer, and;
- confirmation from the executive authority that holds the Uniform State Register of Legal Entities. The information received upon request from the Federal Tax Service of the Russian Federation or information published on the official website of the executive authority will be considered as confirmation.

CHAPTER 3. Depository Transactions**1. GENERAL PROVISIONS****1.1 Types of Depository Transactions**

1.1.1 There exist the following types of Depository transactions to be carried out by the Depository:

- Inventory;
- Administrative;
- Informational;
- Complex;
- Global.

1.1.2 Inventory transactions shall mean the Depository transactions resulting in changes only in balances of securities on the Separate Depo account s with the Depository. The Inventory depository transactions will include:

- acceptance of securities for safe and recordkeeping;
- withdrawal of securities from; safe and recordkeeping;
- transfer of securities;
- movement of securities;
- cancellation of the Instruction on the Depo account.

1.1.3 Administrative Transactions shall mean the Depository transactions resulting in changes in the questionnaires of the Depo accounts and other recordkeeping registers of the Depository, except for balances of securities on the Separate Depo accounts of the Depositors. The Administrative transactions will include:

- opening the Depo account (Depo sub- account);
- closing the Depo account (Depo sub- account);
- changing the questionnaire data (requisites of the Depo account);
- appointment of the Trustee for the Depo account;
- cancellation of the Trustee's authorities on the Depo account;
- appointment of the Operator of Depo account (Depo sub - account)
- cancellation of the authorities of the Operator of Depo account (Sub - account) Operator;
- appointment of the Agent on the Depo account;
- cancellation of the Agent's authorities on the Depo account.

1.1.4 Informational Transactions shall mean the Depository transactions related to generation of reports and statements on the Depo account and other recordkeeping registers of the Depository or on performance of the Depository transactions. The Informational transactions will include:

- generation of statement on the Depo account or other recordkeeping registers of the Depository;
- generation of the report on transactions on the Depositor Depo account;
- generation of information on owners of securities, the Depositors of the Depository.

1.1.5 Complex Transactions shall mean the Depository transactions, including, as components, different type of transactions - Inventory, Administrative and Informational. The Complex transactions will include:

- blocking of securities;
- unblocking of securities;
- encumbrance of securities;
- termination of encumbrance of securities.

1.1.6 Global Transactions shall mean the Depository transactions resulting in changes in the status of all or considerable part of the recording registers of the Depository connected with the Issue of securities. As a rule, the performance of the Global transactions occurs on the Issuer's initiative and be related to performance of corporate actions by it. The Depository may request for an Instruction from the Depositor on performance of the Global transaction. The Global transaction will include:

- conversion of securities;
- annulment (redemption) of securities;
- splitting or consolidation of securities;
- accrual of income under securities;
- consolidation of Additional Issue of securities (hereinafter consolidation of Issue of securities);
- cancellation of the individual number (code) of the Additional Issue of securities by the registration authority and consolidation of the Additional Issue of securities with securities of the Issue in relation to which they are deemed additional (hereinafter cancellation of the code of the additional issue).

1.2 Basis for performance of Depository Transactions

1.2.1 Transactions on the Depo account will be performed by the Depository based on the following documents:

- Instructions/applications of the established pattern to be accepted for execution from the Depositors, Operators, Trustees or from Agents of the Depo account;
- documents determined by certain agreements with the Depositor;
- court judgments;
- documents confirming corporate actions;
- reports of the Registrar/ other depository.

1.2.2 The Depositor shall transfer the Instruction to the Depository:

- via dispatch service of the Bank; the stamp 'Accepted' put by the dispatch service of the Bank will not be the date of the document acceptance by the Depository;
- by SWIFT;
- by tested telex;
- by the Bank - Client system (in compliance with the terms of the agreement on such system operation);
- via courier or mail service.

1.2.3 The Instructions of the Depositor transferred by telex or SWIFT must contain the key to be agreed upon in advance between the Depositor and the Bank.

1.2.4 In case of transfer of the Instruction in paper form to the Depository, the Depository must take measures on its verification for compliance with the established requirements (verifications).

1.2.5 The Instruction executed on two or more sheets must be bound and sealed, with the Instruction pages numbered.

1.2.6 The Instruction must have attached the supporting documents, if it is stipulated by the Terms and Conditions and the regulatory legal acts of the Russian Federation.

1.2.7 Depending on the Initiator of Depository transaction, the following Instruction types will be distinguished:

- client - the Initiator of Depository transaction will be the Depositor, a person authorized by it, Trustee of Depo account;
- administrative - the Initiator of Depository transaction will be the Depository administration;
- official - the Initiator of Depository transaction will be the competent state authorities;
- global - the Initiator of Depository transaction will be, as a rule, the Issuer or the Registrar as assigned by the Issuer.

1.2.8 The Instruction forms shall be the Appendices hereto.

1.2.9 The Depository may refuse in acceptance of the Instruction for execution on the following basis:

- the Instruction has been submitted to the Depository by an unauthorized person;
- the Instruction has been submitted to the Depository by unauthorized method;
- the Instruction has been signed by an unauthorized person;
- the Instruction bears no signatures of the persons whose signatures are stipulated by the agreement and/or required in compliance with documents that determine the range of persons authorized to dispose of the Depositor Depo account;
- availability with the Depository of considerable and reasonable doubts in the authenticity of the Initiator of Depository transaction signature or seal impression;
- the Instruction has been executed in violation of the requirements of the Terms and Conditions of the Depository;
- composition or execution of the supporting documents do not satisfy the Terms and Conditions of the Depository;
- the Instruction or the supporting documents lack data for execution of the Instruction or the information contained therein being contradictory;
- the Instruction has been executed with corrections;
- data contained in the submitted documents does not correspond to the data contained in the recordkeeping registers of the Depository.

1.2.10 The Depository will also be entitled to deny the receipt of Depository instruction, if the Depositor has a debt to the Depository on payment for the services, until the parties settle such matter.

1.2.11 The Depository will be entitled to request from the Initiator of Depository transaction to present additional documents and data necessary for performance of the Depository transaction in compliance with these Terms and Conditions and/or the agreement with the Depositor and the requirements of the regulatory legal acts of the Russian Federation.

1.2.12 Upon receipt of of the Instruction, the Depository will confirm the fact of the Instruction receipt or refuse the Instruction acceptance for cause within no later than 3 (Three) business days from the moment of the instruction acceptance (Annex 23).

1.2.13 The Depository will not execute the Instruction in the following cases:

- data contained in the submitted documents does not correspond to the data contained in the accounting registers of the Depository;
- quantity of securities held on the Depo account/ Depo sub - account is insufficient to perform the transaction specified in the Instruction;
- the Instruction has been given in relation to securities held on a closed basis but the individual signs of the securities specified in the Instruction do not correspond to the individual signs of the securities held on the Depositor Depo account;
- securities, in relation to which the Instruction is given, are levied with encumbrances, and execution of the Instruction may result in breach of such obligations;
- documents not submitted, being necessary for performance of the Depository transaction in compliance with the Client`s regulations of the Depository or the effective legislation of the Russian Federation;
- the validity term of Instruction stipulated by the Terms and Conditions has expired;
- if the Depository has no documented confirmation that the Depositor is the Qualified investor, at the moment of crediting of the securities intended for the Qualified Investor to the Owner Depo account, unless the Depositor has acquired the specified securities as a result of universal succession, conversion, including at reorganization, distribution of property of the legal entity under liquidation and in other cases established by the federal executive authority for the securities market. Moreover, such circumstance must be reflected in the Depositor`s Instruction;
- other grounds stipulated by the effective legislation.

1.2.14 The Depository shall present a motivated refusal in execution of the Instruction to the Depositor within no later than 3 (Three) business days from the moment of the Instruction receipt or from the moment of receipt of the written refusal in performance of the transaction necessary for execution of such Instruction, from the Registrar or the Subdepository (Annex 24).

1.2.15 The validity term of the client`s Instruction will be 1 month.

1.2.16 In cases established by the federal laws or other regulatory legal acts of the Russian Federation, the Depository is obliged to implement the duly executed written resolution of the state authorities:

- courts (arbitration and of general jurisdiction);
- bodies of inquiry and preliminary investigation;
- bailiffs and executors of justice;
- other state authorities in compliance with the effective legislation.

1.2.17 Written resolutions of the state authorities must have attached the necessary documents (court rulings; writs of execution; resolutions of bodies of inquiry and preliminary investigation, and other documents in compliance with the effective legislation).

1.2.18 Administrative instructions will be executed by the Depository in compliance with the internal instructions and must be signed by the Depository administration or, in the absence of the Depository administration, by the designated substitute of the Depository administration.

1.3 General procedure and period for execution of Depository Transactions

1.3.1 Stages of execution of the Depository transaction:

- the Instruction acceptance from the Initiator of Depository transaction;
- checking correctness of the Instruction filling;
- registration in the Accepted instruction logbook;
- verification of the Instruction with the data contained in the depository registers;
- execution of the Instruction with simultaneous posting of the transaction in the depository recording registers or non-execution of the Instruction due to inconsistency of the depository registers data with the data specified in the Instruction or non-execution of the Instruction based on the received refusal in performance of the transaction from the Registrar or the Subdepository;
- generation a report on the transaction execution or on refusal in execution of the transaction;
- registration of the report in the Sent Reports and Statements Logbook, submission of the report to the Initiator of Depository transaction and/or to the person designated by it.

1.3.2 The period of execution of the Depository transaction will be counted from the moment of entry of the relevant record to the Accepted instructions logbook, and shall not exceed 3 (Three) business days (except for the Inventory Depository transactions which period of execution is specified in clause 1.3.3 of this Chapter).

1.3.3 The period of execution of the Inventory Depository transactions will be counted as follows:

- receipt for safekeeping and recordkeeping of securities at crediting the securities to the Depo account of Nominee Holder of the Depository in the register - T, where T shall mean the day of submission of the Depositor`s Instruction to the Depository for receipt of the securities and Notification from the register on crediting the securities to the Depo account of Nominee Holder (provided that the Depository receives the Depositor`s Instruction within the Depository Operational Hours on day T specified in clause 7.3 Chapter 2);

- receipt for safekeeping and recordkeeping of securities at their crediting to the Interdepository Depo account of the Depository in another depository or the Central Depository - T, where T shall mean the day of submission of the Depositor's Instruction to the Depository for receipt of the securities and the report from another depository or the Central Depository, confirming the crediting of the securities to the Interdepository Depo account (provided that the Depository receives the Depositor's Instruction within the Depository Operational Hours on day T specified in clause 7.3 Chapter 2);
- withdrawal from safekeeping and recordkeeping of securities at their debiting from the Depo account of Nominee Holder with the Depository in the register - T+N+1, where T shall mean the day of submission of the Depositor's Instruction on delivery of the securities, N shall mean the time within which the registrar (transfer agent) has executed the transfer order and given Notification to the Depository on debiting the securities from the Depo account of Nominee Holder (provided that the Depository receives the Depositor's Instruction within the Depository Operational Hours on day T specified in clause 7.3 Chapter 2);
- withdrawal from safekeeping and recordkeeping of securities at their debiting from the interdepository account of the Depository open with another depository or the Central Depository - T+N+1, where T shall mean the day of transfer of the Depositor's Instruction on delivery of the securities, N shall mean the time within which another Depository or the Central Depository has executed the Instruction and presented statement on debiting the securities from the Interdepository Depo account (provided that the Depository receives the Depositor's Order within the Depository Operational Hours on day T specified in clause 7.3 Chapter 2);
- transfer of securities on the Depo accounts of the Depository, transfer of securities between Depo sub – accounts without changing the Custodian - T, where T shall mean the day of transfer of the Depositor's Instruction to the Depository on the interdepository transfer of securities (provided that the Depository receives the Depositor's Instruction within the Depository Operational Hours on day T specified in clause 7.3 Chapter 2);
- transfer of securities on the Depo accounts of the Depository, transfer of securities between the Depo sub – accounts with change of the subdepository - T+N+1, where T shall mean the day of transfer of the Depositor's Instruction to the Depository on the interdepository transfer of securities, N shall mean the time within which another depository or the registrar (transfer agent) has transferred the securities and presented the statement or notice to the Depository on debiting and crediting the securities to the Depository account (provided that the Depository receives the Depositor's Instruction within the Depository Operation Day on day T specified in clause 7.3 Chapter 2).

1.3.4 In cases when, in order to execute certain Instruction, the Depository is required to perform certain additional actions (open the Depo account of Nominee Holder, establish correspondent relationships, verify the authenticity of certificates, etc.), the Depository will be entitled to establish other periods for performance of the transaction with verbal notice to the Depositor at the Instruction acceptance.

1.3.5 The completion of the Depository transaction will be transfer to the Depositor or to the authorized representative of the Depositor of the report via SWIFT or TELEX or Bank - Client system or in hard copy, within no later than a business day following the day of execution of the Depository Transaction.

1.3.6 The documents may be also handed in to the Depositor or to the authorized representative of the Depositor. The document transfer procedure will be determined by the Depository agreement or a separate written agreement between the Depositor and Depository (powers of attorney under the Bank template).

1.3.7 Information on all transferred reports is to be entered into the Sent Reports and Statements Logbook.

1.4 Corrective entries of the Depository

1.4.1 The Depository will be entitled to, in case of finding errors in entries on the Depo accounts, which correction is permitted by the legislation of the Russian Federation, enter corrective entries on the respective Depo accounts before the end of a business day following the day of such entry, provided that no report on the transaction performed or statement on the Separate account of Depositor has been sent to the Depositor.

1.4.2 In case the report on the transaction performed or statement on the account has been sent to the Depositor, a corrective entry may be made by the Depository only with the Depositor's consent.

1.4.3 The Depositor will be obliged to return the securities that have been acquired unreasonably as a result of errors in entries on the Separate account of Depositor, return the securities they have been converted to, as well as transfer the income received and compensate for losses, in compliance with the legislation of the Russian Federation.

1.4.4 In case the quantity of securities recorded by the Depository on the Depo accounts and the Unidentified persons account exceeds the quantity of the similar securities open to the Depository with the Registrar and/or the Subdepositories, the Depository will debit the securities from the Depo accounts and/or Unidentified persons account in the quantity equal to the excess of the total number of such securities on the Depository accounts with the Registrar and/or the Subdepositories, no later than a business day following the day when such excess has been revealed. In so doing, the quantity of securities debited from each Depo account shall be determined as agreed with the Depositors.

1.4.5 From the moment of revealing the fact of excess of the quantity of securities on the Depo accounts and the Unidentified persons account in relation to the quantity of the similar securities on the Depository accounts with the Registrar and/or the Subdepositories, before the moment of debiting securities in compliance with clause 1.4.4., the Depository shall not make any entries on the Depo accounts and the Unidentified persons account, except for entries made for purposes of such debiting.

1.4.6 The Depository will provide for crediting the securities debited in compliance with clause 1.4.4. or compensate for losses caused to the Depositors, within 1 (One) year. In addition, crediting of securities or compensation for losses will be possible only provided that the cause and the party faulty in excess in the quantity of securities on the Depo accounts and the Unidentified Persons account in relation to the quantity of the similar securities on the Depository accounts with the Registrar and/or the Subdepositories have been detected. In case the Depository is not the faulty party, crediting of the securities or compensation for losses will be performed only provided that the faulty party has returned securities or compensated for losses.

2. Administrative Transactions

2.1 Opening of Depo Account

2.1.1 The transaction of opening of the Depo account of Depositor represents actions on entry of the data on the Depositor to the recording registers by the Depository, allowing for unambiguous identification of the Depositor and the execution of transactions on its account.

2.1.2 To open the Depo account, the Depositor shall submit a set of documents specified in Annex 1 to these Terms and Conditions, to the Depository. The Depository will be entitled to refuse the depositor in conclusion of the Depository agreement and in opening of the Depo account based on the legislative acts of the Russian Federation and the statutory documents of the Bank.

2.1.3 Upon receipt of the set of documents from the Depositor and holding all checks established by the Bank in relation to the Depositor, the Depositor's authorized representatives, all attached documents, the Depository agreement will be signed by the Authorized representatives of the Depositor.

2.1.4 The Depository will not limit the number of the Depo sub - accounts to be opened to one Depositor.

2.1.5 The Depository will not limit the number of the Depo accounts to be opened to one Depositor. Opening each Depo account will not require the conclusion of a separate Agreement.

2.1.6 The signed and bound counterpart of the agreement will be kept with the Depository for 1 (one) month and then it will be sent to the customer by post.

2.1.7 Opening of the Depo account of Depositor will be performed within no more than 3 (Three) business days from the date of acceptance of the document set for execution, provided that all documents have been duly executed and completed in compliance with the requirements of the Depository.

2.1.8 At opening of the Depo account, it will be assigned a number, being unique within the Depository.

2.1.9 The number of the Depo account will be reported to the Depositor and must be indicated by it on all Instructions, orders, requests and other documents to be transferred to the Depository.

2.1.10 The rules for coding the Depo accounts will be determined by the Depository in compliance with the requirements of the Central Bank of the Russian Federation and the internal instructions to the Depository.

2.1.11 Opening of the Depo account will not be followed by immediate crediting of securities to it on a mandatory basis. It is allowed to have the Depo account on which no securities are accounted.

2.1.12 Upon completion of the transaction on opening of the Depo account, the Depositor will be sent the "Report on Opening the Depo account" (Annex 9) (in hard copy, with the use of SWIFT (MT599), TELEX or Bank-Client).

2.2 Changing of the Depo Account requisites

2.2.1 The transaction on changing the requisites of the Depo account will represent actions on changing of the information on the Depositor contained in the recording registers of the Depository, by the Depository.

2.2.2 The Depositor shall immediately notify the Depository in writing on any changes in the data specified in the Depositor's Questionnaire or on introduction of changes to the documents submitted to the Depository at opening of the Depo account. At that, the following documents shall be submitted:

- Depositor's Questionnaire w/changes;
- Documents, confirming the questionnaire data, executed in compliance with the requirements of these Terms and Conditions to the documents for opening of the Depo account (Annex 1).

2.2.3 When it is necessary to terminate/change powers of attorneys for the Authorized representatives of the Depositor, the Depositor shall submit an application for termination of authorities under the power of attorney in a free format to the Depository and, when necessary, a new power of attorney to be executed in compliance with the requirements of the effective legislation and these Terms and Conditions.

2.2.4 When it is necessary to make changes in the sample signature card of the Depositor's authorized persons and the seal impression, the Depositor shall submit a new sample signature card of the authorized persons. Together with the new sample signature card of the authorized persons, the Depositor shall also present copies of documents, certifying the identity of the persons specified in the sample signature card of the authorized persons.

2.2.5 When changing the requisites of the Depo account, the Depository will keep the information on the former requisites that have been changed.

2.3 Closing of the Depo Account

2.3.1 The transaction on closing of the Depo account of the Depositor represents actions of the Depository on entry of information, ensuring the impossibility to perform any transactions on the Depo account, except for Informational transactions, to the accounting registers.

2.3.2 Closing of the Depo account will be performed in the following cases:

- at termination of the Depository agreement;
- upon expiry of the Depository agreement;
- upon written application of the Depositor;
- at liquidation of the Depository;
- at revocation of the Depository's license of the professional securities market participant for the right to carry out the Depository activity;
- at termination of the validity period or revocation of the license of the professional securities market participant for the right to carry out the Depository activity or for the right to carry out the activity on securities management from the depositor-depository or the trustee, respectively;
- on the initiative of the Depository, if within one year no transactions have been performed on the Depo account on which securities are to be accounted. The Depository will notify the Depositor on termination of the agreement and closing of the Depo account 30 days prior to the date of cancellation, unless any other period has been specified in the agreement.

2.3.3 The transaction on closing the Depo account shall be performed based on the application received from the client for closing the Depo account (Annex 8) or the Instruction of the Depository administration.

2.3.4 The Depo account on which securities are accounted may not be closed. In Instruction to close the Depo account on which securities are accounted, the Depositor, beside the application for closing the Depo account, shall submit the Instruction to the Depository on withdrawal of the securities safekept on the Depo account. In such case, the Depository

will accept the application for closing the Depo account for execution only upon completion of the transaction on withdrawal of the securities from the Depositor's Depo Account.

2.3.5 The Depo account of the Depositor which has debt on payment for the Depository services may not be closed.

2.3.6 The Depo account of the Depositor on which the Depository has executed Instruction for participation on a corporate action and such corporate action has not been completed may not be closed, unless there is a special agreement between the Depository and the Depositor, regarding actions of the Depository.

2.3.7 The application for closing of the Depo account will be accepted by the Depository for execution upon completion of total mutual settlements between the Depository and the Depositor.

2.3.8 Upon completion of the transaction on closing the Depo account, the Depository will be sent the "Report on Closing the Depo account" (Annex 10) (in hard copy, with the use of SWIFT (MT599), TELEX or Bank-Client).

2.3.9 It will not be allowed to open repeatedly the Depo account that has been closed.

2.3.10 The number of the closed Depo account may not be used repeatedly.

2.3.11 The information on the closed Depo accounts will be available in the same mode that the information on open Depo accounts for no less than 3 years from the moment of closing. Upon expiry of such period, the information on the closed Depo accounts will be transferred to the archives where it is to be kept for no less than 5 years from the moment of transfer to the archives.

2.4 Appointment of the Trustee of Depot Account

2.4.1 The Depositor may transfer the authorities on disposal of the securities and exercise of rights on securities that are safekept and/or the rights to which are accounted with the Depository, to the Trustee of Depot account.

2.4.2 The transaction on appointment of the Depo account of Trustee consists in entry of the data on the person appointed as the Depo account of Trustee to the recording registers of the Depository.

2.4.3 The appointment of the Depo account of Trustee shall be performed based on a set of documents specified in Annex 1 to these Terms and Conditions.

2.4.4 The Depository will not accept for execution the Instructions being transferred by the Depositor on its own in relation to the securities that have been transferred by it to the disposal of the Trustee. In case of receipt of the foregoing Instructions by the Depository, the Depository will notify the Depo account of Trustee thereof.

2.4.5 Each Instruction transferred by the Depo account of Trustee to the Depository must have, as a basis, the Instruction transferred to the Depo account of Trustee by the Depositor.

2.4.6 The Depo account of Trustee shall itself control the compliance of its Instructions with the primary Instructions of the Depositor.

2.4.7 Without Instruction of the Depo account of Trustee, transactions with securities, as well as actions in relation to the securities transferred to the disposal of the Depo account of Trustee, being safekept and/or recorded with the

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Depository, may be performed by the Depository only in cases stipulated by the effective legislation of the Russian Federation and the provisions of the Agreement with the Depo account of Trustee.

2.4.8 The Depository will not be liable to the Depositor for losses caused as a result of actions of the Depo account of Trustee.

2.4.9 No more than one Depo account of Trustee may be appointed on one Depo account.

2.5 Termination of authorities of the Depo Account of Trustee

2.5.1 The transaction on termination of authorities of the Depo account of Trustee consists in entry of data that terminates the authorities of the Depo account of Trustee, to the recording registers of the Depository.

2.5.2 The termination of authorities of the Depo account of Trustee shall be performed based on the following documents:

- An official letter of the Depositor to be executed on the letterhead of the entity and signed by the authorized person and certified with the seal of the entity (for Depositors-legal entities); to be made in a free form and signed with own hand (for Depositors – physical persons);
- Receipt by the Depository of the information on revocation of the Depo account of Trustee`s license of the professional securities market participant;
- Document, confirming termination of authorities in compliance with the federal legislation (recall of power of attorney, notice of the agreement cancellation).

2.6 Appointment of the Agent of Depo Account

2.6.1 The transaction on appointment of the Agent of Depo account consists in entry of data on the person appointed as the Agent of Depo account, to the recording registers of the Depository.

2.6.2 The appointment of the Agent of Depo account will be performed based on the set of documents specified in Annex 1 to these Terms and Conditions.

2.6.3 To dispose of one Depo account, several Agents of Depo account may be appointed.

2.6.4 The appointment of the Agent of Depo account will not involve restrictions of the Depositor`s rights to dispose of this Depo account.

2.6.5 The Depository will not be liable before the Depositor for losses caused as a result of actions of the Agent of Depo account.

2.7 Termination of authorities of the Agent of Depo Account

2.7.1 The transaction on termination of authorities of the Agent of Depo account consists in entry of data that terminates the authorities of the Agent of Depo account, to the recording registers of the Depository.

2.7.2 The termination of authorities of the Agent of Depo account shall be performed on the following basis:

- An official letter of the Depositor to be executed on the letterhead of the entity and signed by the authorized person and certified with the seal of the entity (for Depositors - legal entities); to be made in a free form and signed with own hand (for Depositors – physical persons);
- Automatically, as of the moment of expiry of the power of attorney issued by the Depositor.

2.8 Appointment of the Operator of Depo Account (Depo sub - account)

2.8.1 The transaction on appointment of the Operator of Depo account (Depo sub - account) consists in entry of data on the person appointed as the Operator of Depo account (Depo sub - account) to the recording registers of the Depository.

2.8.2 The appointment of the Operator of Depo account (Depo sub - account) shall be performed based on the set of documents specified in Annex 1 to these Terms and Conditions.

2.8.3 The Depository will not be liable before the Depositor for actions of the Operator of Depo account (Depo sub - account) performed within the framework of the authorities received from the Depositor.

2.8.4 The Depositor may transfer a part or all authorities to dispose of the Account (sub -account) to the Operator.

2.8.5 At availability of the Operator of Depo account (Depo sub - account), the Depositor reserves the right to give instructions to the Depository for performance of the Depository Transactions, except for cases stipulated in the Depository agreement.

2.8.6 The Depositor may assign several persons with the performance of the duties of the Operator of Depo account (Depo sub - account), by allocating the authorities among them.

2.9 Termination of authorities of the Operator of Depo Account (Depo sub - account)

2.9.1 The transaction on termination of authorities of the Operator of Depo account (Depo sub - account) consists in entry of data that terminates the authorities of the Operator of Depo account (Depo sub - account), to the accounting registers of the Depository.

2.9.2 The cancellation of authorities of the Operator of Depo account (Depo sub - account) shall be performed on the following basis:

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- An official letter of the Depository transaction Initiator, to be executed on the letterhead of the entity and signed by the authorized person and certified with the seal of the entity (for Depositors - legal entities); to be made in a free form and signed with own hand (for Depositors – physical persons);
- Document, confirming termination of authorities of the Operator of Depo account (Depo sub - account) in compliance with the federal legislation.
- Expiry of the authorities under the power of attorney granted.

3. Inventory Transactions

3.1 Acceptance of securities for safekeeping and recording

3.1.1 Acceptance of securities for safekeeping and recording shall mean the Depository transaction, consisting in crediting the securities to the Depo account of the Depositor.

3.1.2 The basis for crediting the securities to the Depo account will be acceptance by the Depository of the respective instruction of the Depositor, and if it contains the period and (or) the condition for its performance, - the occurrence of the respective date and (or) condition.

3.1.3 The Depository will accept for safekeeping and recording accounting only the securities that have been accepted for service in the Depository.

3.1.4 The Depository will accept for safekeeping and recording the securities intended for the Qualified Investors on the Depo account of Owner provided only that the latter being the Qualified Investor or not being the Qualified Investor but acquired the specified securities as a result of universal succession, conversion, including at reorganization, distribution of property of the legal entity under liquidation and in other cases established by CBR.

3.1.5 At acceptance of certificated securities for safekeeping and recording, the Depositor or the Depositor's Authorized Representative shall transfer to the Depository:

- Depositor's application for acceptance/delivery of certificated securities (Annex 2);
- Certificates (forms) of emissive securities in compliance with the securities' list (Annex 2.1).

3.1.6 At acceptance by the Depository of Certificates (forms) of emissive securities, a cash receipt voucher will be executed.

3.1.7 At acceptance of Certificates (forms) of emissive securities for custody, the control shall be exercised so that the deposited Certificates (forms) of emissive securities, as of the date of acceptance, have not been: announced as stolen, not being under search, and were not included into the stop list by the Issuers, law enforcement agencies.

3.1.8 The bearer securities shall be considered as accepted for safekeeping and recording from the moment of credit of securities on Depo account of the Depositor that is executed by Depository inter alia on the basis of securities transmission act/ report of receipt on interdepository depo account of Depository – nominee holder received from Sub-depository.

3.1.9 The acceptance for safekeeping and recording of the Uncertificated emissive securities, Certificated emissive securities w/mandatory centralized custody will occur at simultaneous availability in the Depository of:

- Depositor's Instruction (Annex 3);
- Notification of crediting such securities to the Nominee Holder account of the Depository –with the Registrar or the report on crediting the securities to the interdepository account (Nominee Holder) of the Depository with the Subdepository.

3.1.10 The completion of the transaction on acceptance of the securities for safekeeping and recording shall be the transfer of the report on execution of the transaction, to the Depository (Annex 11).

3.2 Withdrawal of securities from safekeeping and recording

3.2.1 Withdrawal of securities from safekeeping and recording shall mean the Depository transaction, representing debit of certain quantity of securities from the Depositor Depo account.

3.2.2 The basis for debiting of the securities from the Depo account will be acceptance by the Depository of the respective Instruction of the Depositor, and if it contains the period and (or) the condition for its performance, - the occurrence of the respective date and (or) condition.

3.2.3 Withdrawal from safekeeping will be performed:

- at transfer of the Certificates of such Emissive securities to the Depositor or its attorney (including to the counterparty for the transaction);
- at debiting the securities from the Separate account of the Depository – Nominee Holder in the register of owners of the Registered Emissive securities with the Registrar or from the Interdepository Depo account of the Depository with the Subdepository.

3.2.4 At withdrawal from safekeeping and/or recording of certificated securities, the Depositor or Authorized Representative of the Depositor shall transfer to the Depository:

- Depositor's Instruction (Annex 2);
- special power of attorney issued to the representative of the Depositor;

- the identity document of the Depositor – physical person, its representative or the representative of the Depositor - legal entity.
- 3.2.5 In case the securities that are to be debited have been safekept in closed custody or in marked custody, then their individual signs are to be specified in the Instruction.
- 3.2.6 The issue of Certificates of Emissive securities shall be performed at the cash desk of the Bank on the second business day after submission of the respective Instruction by the Depositor. A cash voucher shall be executed at the issue of Certificates of Emissive securities.
- 3.2.7 The Bearer Securities shall be considered as released from safekeeping or/and recording from the moment of debit of securities from Depo account that is executed by Depository inter alis on the basis of securities transmission act/ report of delivery from interdepository depo account of Depository – nominee holder received from Subdepository.
- 3.2.8 Withdrawal of the Uncertificated Emissive securities will occur at the simultaneous availability with the Depository of:
- Depositor’s Instruction (Annex 3);
 - Registrar’s notification of performance of the transaction on debiting the securities from the Nominee Holder account of the Depository or the report of the subdepository on execution of the transaction on debiting the securities from the Interdepository Depo account of the Depository.
- 3.2.9 The Depository will not release from safekeeping and recording securities, if:
- specified securities on the Depo account have been blocked;
 - Registrar or the Subdepository rejects the transaction.
- 3.2.10 The completion of the transaction on withdrawal of securities from safekeeping and recording will be the transfer of the report on the transaction, to the Depository (Annex 12).
- 3.2.11 Beside the report on the transaction, the Initiator of Depository transaction may be given a copy of the Registrar’s notification of the executed transaction on debiting the securities from the Nominee Holder account of the Depository or a copy of the report on the performed transaction on debiting the securities from the interdepository account of the Depository with the Subdepository.

3.3 Transfer of securities on Depo Accounts

- 3.3.1 The transaction on transfer of the securities represents
- transfer of the securities from the Depo account of the Depositor to the Depo account of another Depositor;
 - transfer of the securities between the sub - accounts of one Depo account.
- 3.3.2 At transfer of the securities on the Depo accounts, there occurs simultaneous debiting of the securities from one Depo account (Depo sub - account) and crediting to another one.
- 3.3.3 In Instruction to perform the transactions “Delivery/receipt of securities against payment”, the Depositors shall submit matching Instructions of the Depositors (Annex 3). As of the settlement date, the Depository will control the availability of monetary funds on the money account of the transferee and the necessary quantity of the securities on the Depo account of the transferor. In case of availability of sufficient funds on the accounts, the Depository will perform the simultaneous transfer of the securities from the Depo account of the transferor to the Depo account of the transferee, and the monetary funds from the money account of the transferee to the transferor’s account, and forward confirmations on performance of the transaction to both the Depositors. In case of unavailability of sufficient funds to perform the transaction on one of the accounts or any other problem in settlements, the Depository will forward the notice of the reason for non- performance of the transaction to both the Depositors.
- 3.3.4 The transfer of the securities from the Depo account of the Depositor to the Depo account of another Depositor shall be performed based on two matching Instructions of the Depositors (Annex 3) on which Depo accounts the transaction is to be performed;
- 3.3.5 The completion of the transaction on transfer of the securities on the Depo accounts will be the transfer of the report on the transaction, to the Depositor (Depositors) (Annex 13 or Appendices 11 and 12).

3.4 Movement of the securities

- 3.4. The transaction on movement of the Depositor’s securities represents the action of the Depository on changing the place of safekeeping of the securities.
- 3.4.2 At movement of the securities, the quantity of the securities recorded on the Depo account of the Depositor shall not change.
- 3.4.3 At movement of the securities, the transaction on debiting the securities from one place of safekeeping and the transaction on crediting to another place of safekeeping is executed.
- 3.4.4 The transaction on movement shall be performed on the basis of:
- Instruction of the Depositor (Annex 3);
 - The Registrar’s notification on the performed transaction on the Nominee Holder account of the Depository in the Registrar or the report on the performed transaction on the interdepository account of the Depository in the Subdepository.

3.4.5 The completion of the transaction on movement of the securities on the Depo accounts will be the transfer of the report on the transaction, to the Depositor (Depositors) (Annex 14).

3.5 Cancellation/amendment of Instructions

3.5.1 Cancellation of the Instructions that have been submitted earlier to the Depository will be performed based on the Instructions on cancellation/ amendment of the Instruction (Annex 4).

3.5.2 Amendment of the Instructions that have been submitted earlier to the Depository will be performed based on the Instructions on cancellation/ amendment of the Instruction (Annex 4).

3.5.3 The Client`s Instruction that have been received by the Depository but non-executed for causes specified in clause 1.2.13 of this Chapter, and not cancelled by the Client itself upon expiry of the period specified in clause 1.2.15 of this Chapter will be cancelled by the Depository unilaterally. In addition, the Depository will charge a commission fee in compliance with the Fee Schedule.

3.5.4 The Depository will not accept for execution the Instruction on amendment of the Instruction and will not cancel the Instruction, if such Instruction has already been executed or it is impossible to cancel the transaction initiated by such Instruction with the Registrar or the Subdepository.

3.5.5 If, as the basis for performance of the transaction, these Terms and Conditions require any documents to be signed by any persons other than Initiator of Depository transaction (e.g., the Pledgeholder, counterparty, etc.), the Instruction on cancellation/ amendment of the transaction must be also signed by such persons.

3.5.6 The Depository will be entitled to, on its own initiative, cancel the non-executed Instruction of the Depositor, in case such Instruction has the 'non-executed' status for over two months. In such case, the Instruction will be cancelled on the initiative of the Depository.

3.5.7 Upon completion of the transaction on the Instruction cancellation, the Depositor must be given the Report on Cancellation of the Instruction on the Depo account within no later than a business day following the Instruction cancellation date (Annex 25).

4. Informational Transactions

4.1 General provisions

4.1.1 The information (data) on the Depo accounts of the Depositors, transactions performed and other information on the Depositors will be supplied to:

- Depositors;
- Authorized representatives of the Depositors;
- supervising authority within the framework of its authorities at holding inspections of the Depository activities;
- other authorities and their officers, in cases stipulated by the legislative and other regulatory legal acts of the Russian Federation.

4.1.2 Confirmations and statements shall be transferred via SWIFT, by tested telex message or with the use of Bank-Client system, a letter by post or handed in to the Depositor or the Authorized Person of the Depositor.

4.1.3 In case of inconsistency in the accounting data, the Depositors shall inform the Depository about it no later than the business day following the date of receipt of the information; after that the parties shall verify the settlements to be confirmed with documents within 2 (two) business days.

4.1.4 Statements subject to personal delivery to the Depositor, the Authorized Person of the Depositor or the Initiator of Depository Transaction, in compliance with the respective indication in the Depositor`s Questionnaire, will be kept with the Depository within 1 (One) month from the execution date. In case statements have not been requested within the period specified, they will be sent by post to the address specified in the Depositor`s Questionnaire.

4.2 Formation of confirmations on transactions performed on the Depo Account

4.2.1 Upon results of the Depository transactions, the Depository shall forward the confirmations (reports) on the transactions performed on the Depo account to the Depositor within no later than 1 (One) business day following the transaction day.

4.2.2 If no transactions have been performed during the day, reports will not be submitted.

4.3 Formation of the statement on the Depo Account or other accounting registers of the Depository

4.3.1 The transaction on formation of the statement on the Depo account (Annex 15) or other recording registers of the Depository represents the action of the Depository on execution and issue to the Depositor of the information on the status of the Depo account or other recording registers of the Depository. The statement on the Depo account of the Depositor will be issued on a given date.

4.3.2 The transaction on formation of the statement on the Depo account shall be performed on the basis of:

- request for information (Annex 7);
- data entered by the Depositor to the Depositor`s Questionnaire;
- inquiries from the state or other authorities in compliance with the effective legislation.

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4.3.3 Upon the Depositor's request, the statement on the Depo account may contain data on:

- all securities on the Depo account of the Depositor;
- certain type of securities;
- all types of securities of one Issuer;
- on certain Sub -account of the Depo account of the Depositor.

4.3.4 The statement on the Depo account will be issued no later than 3 (Three) business days from the acceptance date of the request for information.

4.4 Formation of the statement on transactions on the Depo Account of the Depositor

4.4.1. The transaction on formation of the statement on transactions on the Depo account of the Depositor (Annex 16) represents the action of the Depository on execution and issue of the information on changes in the status of the Depo account for certain period, to the Initiator of Depository Transaction;

4.4.2 The transaction on formation of the statement on transactions on the Depo account of the Depositor shall be performed based on:

- request for information (Annex 7);
- inquiries from the state or other authorities in compliance with the effective legislation.

4.4.3 The report on the transactions on the Depo account of the Depositor will be issued no later than 3 (Three) business days from the acceptance date of the request for information.

4.5 Formation of information on owners of securities – the Depositors of the Depository

4.5.1 The transaction on formation of information on owners of securities – the Depositors of the Depository - represents the action of the Depository on execution and issue of the information on owners of securities – the Depositors of the Depository in connection with the register collection, to the Registrar, the Subdepository or the competent authorities, in compliance with the legislative and other regulatory legal acts of the Russian Federation.

4.5.2 The transaction on formation of information on owners of securities – the Depositors of the Depository - shall be performed based on the request from the Registrar or the Depository of safekeeping, in compliance with the legislation of the Russian Federation.

5. Complex Transactions

5.1 Blocking of securities

5.1.1 The transaction on blocking the securities represents the action of the Depository aimed at establishing restrictions on performance of transactions with the securities recorded on the Depo account of the Depositor.

5.1.2 The Instruction to block the securities of the Depositor shall be made by the Depository Administration in the following cases:

- receipt of the respective decision of judicial bodies;
- receipt of the respective decision of the competent authorities of the Russian Federation;
- on the Instruction of the Depositor;
- in other cases stipulated by the effective legislation, the regulatory legal acts of the Russian Federation or these Terms and Conditions.

5.1.3 The initiator of blocking the transactions on the Depo account may be:

- Depositor;
- Depository, in cases stipulated by the effective legislation, the regulatory legal acts of the Russian Federation or these Terms and Conditions;
- competent authorities, in compliance with the legislative and other regulatory legal acts of the Russian Federation.

5.1.4 Blocking of securities will be performed by the Depository by way of opening a separate sub -account within the Depo account of the Depositor for separate recording of the securities to be blocked (quantity of the Depo sub -account and their types will be determined by the Depository on its own) and transfer of the blocked securities to such sub - account.

5.1.5 The basis for blocking the transactions on the Depo account will be:

- Instruction on blocking the transactions on the Depo account (Annex 5);
- decision of the Depository administration made on the basis of decisions of the competent authorities, as well as other documents stipulated by the effective legislation, the regulatory legal acts of the Russian Federation;
- Instruction of the Depositor on participation in a corporate action (Annex 26) (share repurchase by the Issuer and a third party).

5.1.6 Blocking of the transactions on the Depo account may be performed both in relation to all securities and in relation to a part of securities recorded on the Depo – account (Depo sub - account).

5.1.7 In the Instruction on blocking the transactions on securities on the Depo account, the Depositor shall specify the date of commencement of blocking the transactions. In such case, the Depository will proceed to execution of the

Instruction only at occurrence of the specified date. If the date of commencement of blocking the transactions is not specified, then the Depository will proceed to the execution of the Instruction immediately.

5.1.8 The completion of the Depository transaction on blocking the securities shall be transfer of the report on the transaction performed, to the Depositor (Annex 17).

5.1.9 The report on blocking the securities shall be submitted no later than a business day following the day of transaction on blocking the securities.

5.2 Unblocking securities

5.2.1 The transaction on unblocking of securities represents the actions of the Depository on termination of established restrictions on performance of transactions with the securities recorded on the Depo account of the Depositor.

5.2.2 The initiator of unblocking the transactions on the Depo account maybe:

- Depositor;
- Depository, in cases stipulated by the effective legislation, the regulatory legal acts of the Russian Federation or these Terms and Conditions;
- competent authorities, in compliance with the legislative and other regulatory legal acts of the Russian Federation.

5.2.3 The basis for unblocking the transactions on the Depo account will be:

- Instruction on termination of blocking the transactions on the Depo account (Annex 5);
- Decision of the Depository Administration made on the basis of decisions of the competent authorities, as well as other documents stipulated by the effective legislation, the regulatory legal acts of the Russian Federation.

5.2.4 The transaction on unblocking the transactions on the Depo account may be performed both in relation to all securities, and in relation to a part of the securities blocked on the Depo account or the Depo sub – account.

5.2.5 The due date of unblocking the transactions on the Depo account may be conditioned by occurrence of certain date or event.

5.2.6 Upon results of performance of the transaction, the Depository will issue the report on the transaction performed (Annex 18).

5.2.7 The report on unblocking the securities shall be submitted no later than a business day following the day of transaction on unblocking the securities.

5.3 Blocking of securities as agreed by the parties

5.3.1 For the purpose of granting additional warranties, the Depository will perform blocking of securities as agreed by the parties based on the respective agreement.

5.3.2 Blocking the securities as agreed by the parties shall be performed based on the Instruction (Annex 5.1) signed by the Depositor and its counterparty; in addition, the Depositor agrees that unblocking the securities will be possible only subject to submission of the Instruction signed by the Depositor and its counterparty. The Depositor's Instructions on unblocking the securities as per form of Annex 5 will not be accepted by the Depository.

5.3.3 In case the counterparty is not the Depositor of the Depository, it must submit a set of documents to the Depository, in compliance with the requirements of Annex 1 to these Terms and Conditions.

5.3.4 Blocking the securities shall be performed by the Depository by way of opening of a separate Depo sub – account within the Depo account of the Depositor for separate accounting of the securities to be blocked (quantity of Sections of the Depo account and their types will be determined by the Depository on its own) and transfer of the blocked securities to such Depo sub – account.

5.3.5 The completion of the Depository transaction on blocking the securities shall be the transfer of the report on the transaction performed, to the Depositor (Annex 17).

5.3.6 The report on blocking the securities shall be submitted no later than a business day following the day of transaction on blocking the securities.

5.4 Unblocking of securities as agreed by the parties

5.4.1 The basis for unblocking the securities as agreed by the parties will be the Instruction only (Annex 5.1) signed by the Depositor and its counterparty. The Depositor will not be entitled to unilaterally recall the Instruction submitted in compliance with the requirements of this clause either.

5.4.2 The transaction on unblocking the transactions as agreed by the parties may be performed both in relation to all securities, and in relation to a part of the securities blocked on the Depo account or the Depo sub - account.

5.4.3 Upon results of performance of the transaction, the Depository will issue the report on the transaction performed (Annex 18).

5.4.4 The report on unblocking the securities as agreed by the parties shall be submitted no later than a business day following the day of transaction on unblocking the securities.

5.5 Pledge of securities

5.5.1 Registration of pledge of securities (encumbrance of securities with pledge) shall mean the Depository Transaction related to posting in the depository recording system of encumbrance of securities of the Depositor by way of their transfer to the Depo sub – account ‘securities under pledge’ of the Depo account of the Owner (Pledgor).

5.5.2 The pledge of securities will occur based on the Instruction of the Depositor - Pledgor or the authorized representative of the Depositor and the Pledgeholder or the authorized representative of the Pledge holder.

5.5.3 In case the Pledge holder is not the Depositor of the Depository, it must submit a set of documents to the Depository in compliance with the requirements of Annex 1 hereto.

5.5.4 The basis for registration of encumbrance will be:

- Pledge Instruction (Annex 6). The Pledge Instruction shall be signed by the Pledgor and the Pledge holder or by their Authorized Representatives. The Pledgee may deliver a SWIFT message with details of a transaction in the capacity of signature of the Pledge Instruction. This message will be considered as an integral part of the Pledge Instruction by the Depository. The SWIFT message should be delivered as prescribed by chapter 4 of these Terms and Conditions. The Pledge Instruction shall, on a mandatory basis, indicate the requisites of the agreement for which performance the transaction on encumbrance is to be performed, as well as reflect all material terms of the transaction. The Pledge Instruction must be executed on one sheet.
- The copy of the agreement, confirming the arising of the obligation of the Depositor and/or the agreement on securities’ pledge.

5.5.5 Registration of pledge will occur by way of segregation of the securities on a special Sub - account of the Depo account of the Pledgor. Segregation of the securities will be performed by way of their transfer to the Depo sub - account ‘securities under pledge’.

5.5.6 Upon the actual registration of the Pledge, the Pledgor and the Pledge holder will be given the report on encumbrance of the securities with pledge (Annex 19).

5.5.7 The report on encumbrance of the securities with pledge will be given no later than a business day following the day of transaction on encumbrance of the securities.

5.5.8 The recipient of income on the securities under pledge will be determined by the Depository in compliance with the terms of the Pledge Instruction.

5.5.9 In case the securities become the subject of several Pledge Agreements simultaneously between the same Pledgor and Pledge holder, the basis for registration of additional encumbrance will be:

- Pledge Instruction (Annex 6). The Pledge Instruction shall be signed by the Pledgor and the Pledgeholder and their Authorized Representatives. The Pledge Order shall on a mandatory basis indicate the requisites of the agreement for which execution of the transaction on encumbrance is to be performed, as well as reflect all material terms of the transaction. The Pledge Instruction must be executed on one sheet.
- The copy of the agreement, confirming the arising of the obligation of the Depositor and/or the agreement on the securities’ pledge.

5.5.10 The Depository will not be liable for compliance of the transaction on encumbrance of securities with Pledge, as well as all further transactions on securities, being the subject of the Pledge, with the effective legislation.

5.6 Termination of pledge of securities

5.6.1 The transaction on termination of pledge of securities will include actions of the Depository on termination of the Depositor’s securities from pledge recorded in the depository register system, by way of their transfer to the Depo sub – account of the Depositor ‘in circulation’.

5.6.2 Termination of pledge of securities will be performed by the Depository in cases of:

- termination of encumbrance due to the performance of the principal obligation by the debtor;
- termination of encumbrance with enforcement of pledge.
- termination of encumbrance as agreed by the parties.

5.6.3 The registration of the fact of termination of encumbrance due to the performance of the principal obligation will occur based on:

- Pledge Instruction on termination of encumbrance of securities to be signed jointly by the Pledgor and the Pledgeholder, and to be executed on one sheet (Annex 6).

5.6.4 The registration of the fact of termination of encumbrance due to non-performance of the principal obligation will occur based on:

- copy of the court ruling on satisfaction of the Pledge holder’s claim at the expense of monetary funds from sales of the pledged securities at public auction, warrant of execution and a copy of the sales/purchase agreement on the securities, being the subject of the Pledge, concluded upon the auction results;

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- copy of the court ruling, warrant of execution and the protocol of failed repeated auction on sales of the securities, being the subject of the Pledge, in case of satisfaction of the Pledge holder's claims as ruled by the court;
 - copy of the court ruling on enforcement of pledge by way of its withholding by the Pledgeholder and the warrant of execution.
- 5.6.5 The registration of the fact of termination of encumbrance as agreed by the parties will occur based on:
- Pledge Instruction on termination of encumbrance of securities to be signed jointly by the Pledgor and the Pledge holder, and to be executed on one sheet (Annex 6).
- 5.6.6 In case of termination of encumbrance due to change in the obligation secured by the Pledge, the Pledge Instruction must contain the reference to the agreement, changing the obligation secured by the Pledge.
- 5.6.7 The Depository will perform the registration of the fact of termination of encumbrance
- by way of transfer of securities from the Depo sub – account 'securities under pledge' to the Depo sub – account 'in circulation' of the Pledgor, if the principal obligation has been performed, and by way of transfer of securities from the Depo sub – account 'securities under pledge' to the Depo sub – account 'in circulation' of the Pledge holder, if the principal obligation has not been performed.
- 5.6.8 On the fact of termination of encumbrance with performance of the obligation, the Pledgor and the Pledge holder will be given the Report on termination of encumbrance of the securities no later than a business day following the day of termination of encumbrance of the securities. (Annex 20).

5.7 Subsequent pledge of securities

- 5.7.1 The transaction on registration of the subsequent pledge of the securities will include actions of the Depository on registration in the recording registers of information on registration of the subsequent pledge of the securities safekept on the Depo sub – account 'securities under pledge' of the Pledgor.
- 5.7.2 The registration of the subsequent pledge of the securities shall be performed based on the Instruction on registration of the subsequent pledge (Annex 6.1) signed by the Pledgor, the Pledgeholder and the subsequent Pledgeholder. It is allowed to accept for execution the Instruction without the Pledgeholder's signature, in case the Pledge Instruction (Annex 6) states as follows: 'The subsequent pledge of the securities without the Pledgeholder's consent is allowed'.

5.8 Assignment of rights under the Pledge Agreement

- 5.8.1 The transaction on registration of assignment of rights under the Pledge Agreement will include actions of the Depository on registration in the recording registers of information on registration of assignment of rights on the Pledge of securities safekept on the Depo sub – account 'securities under pledge' of the Pledgor or on the Depo account of the Pledgeholder.
- 5.8.2 Transfer of the Pledge by the Pledgeholder to any other person shall be performed based on the Instruction on registration of assignment of rights under the Pledge Agreement (Annex 6.2) signed by the Pledgor, the Pledgeholder that assigns the rights under the Pledge Agreement and the Pledgeholder that accepts the rights under the Pledge Agreement. It is allowed to accept for execution the Instruction without the Pledgeholder's signature in case the Pledge Instruction (Annex 6) states as follows: 'The assignment of rights under the Pledge Agreement is allowed'.
- 5.8.3 In case under the terms of the transaction on assignment of rights under the Pledge Agreement the securities are recorded on the Depo sub – account 'securities under pledge' of the Pledgor, the Depository will enter the data on the Pledgeholder that has accepted the rights under the Pledge Agreement, to the accounting registers.
- 5.8.4 In case under the terms of the transaction on assignment of claims under the Pledge Agreement the securities are transferred from the Depo account of the Pledgeholder that assigns the rights under the Pledge Agreement, to the Depo account of the Pledgeholder that accepts the rights under the Pledge Agreement, the Depository will make the respective entries on the Depo accounts.

5.9 Transfer of title to securities under pledge

- 5.9.1 Registration of transfer of title to the securities under pledge shall be performed by the Depository based on two counter Instructions (Annex 6.3) signed by the Pledgor that transfers the securities and the Pledge holder, and signed by the Pledgor that accepts the securities and Pledge holder.
- 5.9.2 The Depository will perform the registration of transfer of title to the securities under pledge by means of transfer of the securities from the Depo sub - account 'securities under pledge' of the Pledgor that transfers the securities to the Depo sub - account 'securities under pledge' of the Pledgor that accepts the securities.
- 5.9.3 In case the Depository transfers the securities under Pledge to an account with another depository or registrar, the relevant mark on the securities status will be entered into the transfer order or the instruction to the Subdepository.

6. Global Transactions

6.1 Conversion of securities

6.1.1 The transaction on conversion of securities will include actions of the Depository related to replacement (crediting, debiting) on the Depo accounts of securities of one Issue of securities with securities of another Issue of securities, in compliance with the predefined coefficient to be carried out as decided by the management body of the Issuer.

6.1.2 The conversion may be performed:

- in relation to securities of one Issuer, issuing the securities, subject to further conversion to other securities of the same Issuer,
- in relation to securities of different Issuers, at reorganization of the Issuers (merger, consolidation, etc.).

6.1.3 Both mandatory and voluntary conversions of securities will be possible, to be performed only in relation to securities which owners have agreed to the conversion (Annex 26).

6.1.4 At conversion of the whole Issue of securities, being in circulation, the Depository will perform the transaction on conversion in relation to all Depositors, holding securities of such issue on their Depo accounts, within the periods defined by the Issuer's decision.

6.1.5 In case the conversion is performed as desired by the Depositor, the Depository will make necessary entries on the Depo accounts only in relation to such Depositor, within the periods defined by the Issuer's decision or within 3 (Three) days from the moment of receipt of all necessary documents from the Registrar or the Depository of place of safekeeping.

6.1.6 Exchange of shares of one Issuer with the shares of another Issuer will be performed as proposed by one of the Issuers with mandatory consent of the Depositor.

6.1.7 When the Issuer performs conversion of shares, requiring the Depositor's consent, the Depository will inform on the possibility of the Depositor to notify the Depository on the decision made and desired option before the due date specified in the information letter. Upon receipt of the Instruction from the Depositor (Annex 26), the Depositor will block the securities on the Depo account of the Depositor, if it is stipulated by the rules for conversion, and forward the respective Instruction to the Issuer / Issuer's agent.

6.1.8 The transaction on conversion may be performed based on:

- Registrar's notification of the performed transaction on conversion of the securities on the Depository's account or the report on the performed transaction on conversion on the Interdepository Depo account of the Depository in the Subdepository;
- application of the owner of the securities on its intention to perform conversion of the securities owned by it in compliance with the emission terms (at voluntary conversion);
- Instructions of the Initiator of Depository transaction.

6.1.9 Entry on conversion in relation to the whole Issue of securities will be entered into the registers of the Depository within 3 (Three) business days from the date of receipt of all necessary documents. Entries on performance of voluntary conversion will be made into the registers of the Depository within the period determined for transaction on acceptance of securities for safekeeping (withdrawal of securities from safekeeping).

6.1.10 The Depositors' Instructions on the transaction accepted by the Depository before the date of performance of the transaction on conversion or allocation of additional Issue of securities with the Depository (i.e. until the record date for such transactions), having the settlement date after the record date for performance of the transaction, will be executed by the Depository without regard to the results of performance of the Global transaction, i.e. for the final settlement on the transaction, submission of additional Instructions from the Depositors will be required. The Instruction must indicate the number of securities subject to additional delivery as a result of performance of the Global transaction related to the corporate action.

6.2 Splitting or consolidation of securities

6.2.1 The transaction on splitting or consolidation of securities represents actions of the Depository on reduction (increase) of the par value of the securities of certain Issue of securities. In addition, the securities of the Issue of securities will be converted in compliance with the predefined coefficient to the respective securities of the same Issuer with a new par value.

6.2.2 The Depository will make changes to entries on the Depo accounts in strict compliance with the decision on splitting or consolidation and duly registered Decision on a new Issue of securities (prospectus of issue) of the Issuer.

6.2.3 The Depository will make entries on the Depo accounts, reflecting changes that have occurred as a result of splitting or consolidation of securities, within three business days from the date of receipt of all necessary confirming documents. The report on performance of the transaction on splitting or consolidation (Annex 21) will be submitted to the Depositor no later than a business day following the transaction day.

6.2.4 The transaction on splitting or consolidation will be performed based on:

- Registrar's notification of the performed transaction on splitting or consolidation of securities on the Separate account of the Depository or the report on the performed transaction on splitting or consolidation on the Interdepository Depo account of the Depository with the Subdepository.

6.3 Redemption (annulment) of securities

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6.3.1 The transaction on redemption (annulment) of securities represents the action of the Depository on debiting the securities of the redeemed (annulment) Issue of securities from the Depo accounts of the Depositors.

6.3.2 Redemption (annulment) of securities will be performed in cases of:

- liquidation of the Issuer;
- making the decision by the Issuer on annulment or redemption of securities;
- making the decision by the state registration authority on recognition of the Issue of securities as failed;
- recognition under the judicial procedure of the Issue of securities as void.

6.3.3 The Issuer may, in particular, make a decision on annulment of the Emissive Securities issued by it in cases of:

- reduction of the authorized capital;
- conversion of securities.

6.3.4 The actions of the Depository on redemption of securities shall be determined by the effective legislation, prospectus, decision on issue and instructions of the Registrar/Issuer and will result in debiting the Emissive securities from the Depo accounts of the Depositors.

6.3.5 The transaction on redemption (annulment) shall be performed based on:

- Registrar's notification of the performed transaction on redemption (annulment) of securities on the Separate account of the Depository or the report on the performed transaction on redemption (annulment) on the Interdepository Depo account of the Depository with the depository of place of safekeeping.;
- confirmation of the executive authority that maintains the Uniform State Register of Legal Entities. As the confirmation shall be considered the information received upon request from the Federal Tax Service of the Russian Federation, or information published on the official website of the executive authority.

6.3.6 Upon completion of the transaction on redemption (annulment) of securities, the Depositor will be given the report on performance of the transaction (Annex 22) no later than a business day following the transaction day.

6.4 Cancellation of the additional securities code

6.4.1 The transaction on cancellation of the additional securities code represents the action of the Depository on reflecting of cancellation of an individual number (code) of the Additional Issue of Emissive securities in the depository recording system and consolidation of securities of the additional issue with securities of the issue in relation to which they are being additional.

6.4.2 The transaction on cancellation of the additional securities code shall be performed based on Registrar's notification of the performed transaction on cancellation of the additional securities code on the Separate account of the Depository or the report on the performed transaction on cancellation of the additional securities code on the Interdepository Depo account of the Depository with the Depository place of safekeeping.

6.4.3 When performing the transaction on cancellation of the additional securities code, the Depository will enter the respective changes and additions to questionnaires of the securities issue, post the necessary entries on the accounts of the depository records, verify the quantity of securities specified in the notification / report of the Registrar or depository, with the total quantity of the securities and the securities of the additional issue of securities before performance of the transaction on cancellation of the additional securities code, verify the quantity of the securities specified in the notification / report of the Registrar or the depository, with the quantity of the securities recorded on the Depo accounts of the Depositors after the performance of the transaction on cancellation of the additional securities code.

6.4.4 The Depository will perform the transaction on cancellation of the additional securities code of securities no later than 3 (Three) days from the day of receipt of the Registrar's notification of performance of the transaction.

6.4.5 The transaction on cancellation of the code of the additional issue of securities shall be reflected in statements on the Depo accounts.

6.4.6 The Depository shall ensure the performance of the transaction on cancellation of the code of the additional issue of securities so that to preserve the information on recording of securities of the additional issue of securities and transactions therewith in the depository records and on the Depo accounts of the Depositors before performance of the transaction on cancellation of the code of the additional Issue of Securities.

6.5 Consolidation of Issue of securities

6.5.1 The transaction on consolidation of issue of securities represents the actions of the Depository on recording of consolidation of Additional issue of securities in the depository recording system.

6.5.2 The transaction on consolidation of Issue of securities shall be performed based on the Registrar's notification on the performed transaction of consolidation of Issue of securities on the Separate account of the Depository or the report on the performed transaction on consolidation of Issue of Securities on the Interdepository Depo account of the Depository with the Subdepository.

6.5.3 The Depository shall perform the transaction on consolidation of Issue of securities no later than 3 (Three) business days from the date of receipt of notification/ report of the Registrar or the depository.

6.5.4 When performing the transaction on consolidation of Issue of securities, the Depository will enter the respective changes and additions to the questionnaires of the Issue of securities, post the necessary entries on the depository accounts, and verify the quantity of the securities specified in the notification/ report of the Registrar or the depository, with the quantity of the securities recorded on the Depo accounts of the Depositors.

6.5.5 The Depository shall provide for performance of the transaction on consolidation of Issue of securities so that to preserve the information on securities records and transactions therewith before performance of the transaction on consolidation of Issue of securities, in the depository recording system and on the Depo accounts of the Depositors.

6.5.6. The completion of the transaction on consolidation of Issue of securities will be the transfer of the report on performance of the transaction on consolidation of Issue of securities, to the Depositor (Annex 21).

6.5.7 The transaction on consolidation of issue of securities shall be reflected in statements on the Depo accounts received by the Depositors.

6.6 Accrual of income by securities

6.6.1 The transaction on payout of income by securities represents the action of the Depository in compliance with the decision of the Issuer on acceptance for safekeeping and recording of the securities on the Depo account on which securities are recorded, the payout of income on which occurs in the form of this or that type of securities.

6.6.2 The transaction on payout of income by securities shall be performed based on:

- decision of the Issuer;
- Registrar's notification of the performed transaction on payout of income by securities on the Separate account of the Depository or the report on the performed transaction on payout of income by securities on the Interdepository Depo account of the Depository with the Depository of Place of safekeeping.

6.6.4 The Depository will make entries on the Depo accounts, reflecting crediting the securities, within 1 (One) business day from the moment of receipt of confirmation on the transaction performed.

6.7 Transfer of the register of securities owner

6.7.1 The transaction on change of Registrar represents entry to the accounting registers of the Depository of the data on Registrar in compliance with the decision of the latter to terminate the agreement with the previous registrar and to conclude the agreement with a new one or in other cases envisaged by current federal laws of Russian Federation.

6.7.2 At replacing the Registrar, the Issuer shall give the announcement and send notification in accordance with requirements of the current legislation.

6.7.3 At receipt of the information on transfer of the register with indication of the transfer date and the quantity of the securities transferred to the registration system of the new registrar, the employee of the Depository shall perform the Global Transaction on the register transfer in the depository recording system no later than the day following the day of receipt of the document, confirming such transaction.

6.7.4 The completion of the transaction on transfer of the register of securities owners will be the transfer of the report on performance of such transaction to the Depositor.

7. Corporate actions

7.1 Corporate events shall mean actions of the Issuer aimed at implementation of rights to securities.

7.2 The Depository shall receive the information on corporate events from:

- Issuer of securities;
- Registrars;
- correspondent depositories with which AO UniCredit Bank has open Interdepository Depo accounts;
- information agencies.

7.3 Based on the Depository agreement, the Depository will provide the services to the Depositors related to informing/ participation of the Depositors in corporate actions of the Issuers which include:

- tracking corporate actions performed by the Issuers of securities and informing the Depositors thereon;
- tracking changes in significant parameters of corporate events;
- performance of the Global transactions on the Depo accounts of the Depositors and logging corporate actions of the Issuers;
- informing the Depositors on shareholder meetings and other corporate events;
- payout of income under securities;
- tax withholding under income payment on securities;
- making, upon request of the Issuer /correspondent depository, the list of owners of the Registered Issue of securities when it is necessary for implementation of rights of the securities owners;
- transfer of information and documents from the Depositors to the Issuer or the Registrar;
- participation in general meetings of shareholders based on the Depositors' Instructions;
- assistance in implementation of rights of shareholders stipulated by the effective legislation (forwarding necessary documents on behalf of the depositories for participation in corporate actions of the Issuers,

nomination of candidates to the board of directors (supervisory board) of the company, introduction of issues into the agenda of the company, etc.).

7.4 Upon receipt of the information regarding the forthcoming corporate event, the Depository will transfer such information to the Depositors, on which accounts the respective securities are recorded, no later than a business day following the date of receipt of information from the source.

7.5 At performance of actions (Global transactions) by the Issuer that do not depend on making by the Depositor of this or that decision (conversion, consolidation, mandatory repurchase of shares, etc.), the Depository will perform necessary transactions on accounts, including mandatory blocking of securities with (subsequent) notice without preliminary consent of the Depositor.

7.6 At performance of corporate actions by the Issuer that depend on a decision of the securities owner, the Depository will inform on the capability of the Depositor to notify the Depository on the decision made and desired option before the due date specified in the information letter. Upon receipt of the Instruction from the Depositor (Annex 26), the Depository will block securities on the Depo account of the Depositor, if it is stipulated by the rules for performance of the corporate action, and forward the respective Instruction to the Issuer /Issuer's Agent.

7.7 At performance of corporate actions by the Issuer that depend on a decision of the securities owner, in case the Depositor authorizes the Depository to participate in such corporate actions on behalf of the Depositor, the Depositor shall grant the power of attorney to the authorized employee of the Depository to be executed in compliance with the requirements of the legislation of the Russian Federation, as well as submit documents necessary for participation in such corporate action in compliance with the requirements of the Issuer.

7.8 In case the Depositors fail to observe the due dates for submission of the Instruction on participation in the corporate action, the Depository reserves the right to deny the acceptance of the Instruction for execution, to the Depositor.

7.9 The Depository will provide the services to the Depositor on participation in the following corporate actions provided that the Depositor submits the Instruction on participation in the corporate action within the due dates established by the Depository; also, provided that the Depositors submit documents necessary for participation in such corporate action, including but not limited to:

- preemptive right to acquire new issue of shares;
- share repurchase by the Issuer;
- share repurchase by a third party based on voluntary /mandatory offer to the existing shareholders of the company;
- exchange of shares;
- nomination to the members of the board of directors (supervisory board) of joint stock companies;
- early repurchase of bonds by the Issuer.

7.10 Other Services of the Depository, including but not limited to, tracking the Depositor's share in the authorized capital of the Issuer and participation in the public subscription to new issues of the shares of the Issuers, will be provided to the Depositor based on separate agreements or addenda to the Depository agreement.

7.11 The Depository will forward the confirmation to the Depositor on participation of the Depositor in the corporate event of the Issuer no later than following business day after performance of the transaction.

8. Income and distribution

8.1 The Depository will inform the Depositor on the forthcoming income payment by way of forwarding the Notice after receipt of the relevant information from the sources of information (Annex 27).

8.2. The Depository shall receive cash funds from the Issuer/ Issuer's Agent for income payout (interest payments, dividends, redemption of the principal debt, etc.) on the securities recorded on the Depo accounts with the Depository and verify the compliance of the amount accrued with the data of the depository recording and the terms of income payout.

8.3 As prescribed by the legislation of the Russian Federation the Depository acts as a tax agent under transfer of income on Depositor's securities to the Depositor. For tax calculation under income payment the Depository applies rates foreseen by the tax legislation of RF. The Depositors entitled to the application of tax rates foreseen by the double taxation agreements (treaties) provide the Depository with the documents confirming their rights on the relevant tax relief beforehand. Otherwise tax is withheld in a full amount (at rates foreseen by the tax legislation of RF).The Depository transfers the withholding tax to the budget in accordance with the timelines established by the Tax Code of RF.

8.4 The Depositors of Depository who have opened foreign nominee holders and foreign authorized holders' accounts provide the Depository with the following data:

- aggregate number of securities broken down by jurisdiction of the clients of the above mentioned Depositors of Depository who are due to income on securities;
- tax jurisdiction of the Depositor's clients;
- type of holders: individuals or legal entities;

- information if the client is a trustee manager acting on behalf of foreign investment funds (investment companies) which are collective investment schemes according to the lex personalis of such funds (companies);
- on legal entities and individuals on behalf of whom a trustee manager acts under condition that foreign investment fund is not a collective investment scheme according to the lex personalis of such fund;
- the basis for tax relief in respect of income taxation on securities, foreseen by the Tax Code of RF or international double taxation treaties of the Russian Federation (if available).

8.5. The Depository shall credit the amounts of income due to the Depositor under securities recorded on the Depo accounts with the Depository within the following terms:

- not later than the next working day after income receipt of securities by the Depository acting as nominee holder and trustee – professional participants of securities market;
- not later than seven working days after receipt by the Depository of income on the relevant securities to other Depositors.

The income is credited on the Depositor's accounts specified in the Depositor's Questionnaire submitted by it. If the Depositor's accounts specified in the Depositor's Questionnaire submitted by it are open with other banks, the Depository will execute the payment to the accounts with other banks.

8.6. The Depository will send the Depositor confirmation on income credit of its account, the amount of tax payments withheld, etc. by way of forwarding the Notice of accrual of income under securities (Annex 28). The Depository will forward the Notice of accrual of income under securities to the Depositor no later than the following business day after crediting the amount of income to the Depositor's accounts specified in the Depositor Questionnaire.

8.7 In case of changing the requisites of the Depositor's accounts for transfer of income amounts, the Depositor shall submit a new Depositor's Questionnaire w/indication of new payment details, to the Depository.

8.8 In case the securities, as of the moment of payout of income on them, are under Pledge, the recipient of the income will be determined based of the pledge instruction.

8.8 The Depository may render assistance to non-residents in optimization of taxation of income under securities of the Depositors, in order to avoid double taxation and refund tax from the budget of the Russian Federation in cases when the Depositor has not provided or unduly provided the documents confirming the application of tax relief as it is stated in clause 8.3 as well as in other cases foreseen by the current legislation.

8.9. In case of impossibility to transfer dividends to the Depositor for the reasons beyond control of the Depository the Depository should return dividends to the company (issuer) within 10 days after expiration of one month period from the maturity date of such dividend payments.

CHAPTER 4. Rules for Document workflow**1. Methods of submission of Instructions and transfer of other documents to the Depository****1.1 At the physical address of the Depository**

1.1.1 The submission of the Instructions and transfer of information shall be performed by the Depositor or the Depositor's attorney at the physical address of the Depository specified in clause 1 Chapter 2 of these Terms and Conditions.

1.1.2 The acceptance of the Instructions at the physical address will be performed by the Depository during a Business Day of the Depository (clause 7.2 Chapter 2 of these Terms and Conditions).

1.1.3 The acceptance of the Instructions (other documents) will be performed after identification of the submitting person and determining his/her authorities.

1.1.4 The identification of the Depositor and its representative shall be performed based on identity documents of such person, as well as other documents stipulated hereby.

1.1.5 Determination of authorities of the Depositor's representative will be performed based on the power of attorney issued by the Depositor and kept with the Depository. At simultaneous submission by the Depositor's representative of the Instruction (other documents) and a power of attorney that has not been earlier submitted to the Depository, the Instruction (other documents) will be accepted after the acceptance of the power of attorney to be performed under the terms specified in clause 2.2 Chapter 3 hereof.

1.1.6 The date of acceptance of the Instruction (other documents) delivered to the physical address of the Depository will be considered the date indicated by the employee of the Depository on the Instruction form, as of the moment of its acceptance.

1.2 Via the Bank dispatch service

1.2.1 The submission of the Instruction (other documents) via the Bank dispatch service shall be performed by way of their forwarding to the postal address of the Depository specified in clause 1 Chapter 2 hereof or by personal delivery of the Instruction (other documents) by the Depositor or its/his/her representative to the foregoing address.

1.2.2 The date of acceptance of the Instruction (other documents) delivered via the Bank dispatch service will be considered the business day following the day of acceptance of the Instruction (other documents) by the Bank dispatch service.

1.3 Via SWIFT

1.3.1 The submission of the Instructions (other documents) via SWIFT shall be performed by the Depositor or the Pledgee by way of forwarding instructions of the established format (MT540, MT541, MT542, MT543, MT565, MT599) to the address **IMBKRU**.

1.3.2 The acceptance of the Instructions (other documents) via SWIFT will be performed by the Depository after exchange of keys with the Depositor, Pledgee.

1.3.3 The Depository will accept the Instructions (other documents) sent from the SWIFT address specified in the Depositor's Questionnaire, Pledgee's Questionnaire.

1.3.4 The date of acceptance of the Instructions (other documents) delivered via SWIFT will be considered the date of SWIFT confirmation on acceptance of the instruction from the Depositor, Pledgee.

1.4 Via TELEX

1.4.1 The submission of the Instructions (other documents) via TELEX shall be performed by the Depositor by way of sending authenticated messages in a free format to the address **412284 IMBA RU** or **412285 IMBA RU**.

1.4.2 The Instruction sent via TELEX must contain a combination of the information similar to the information contained in the hard copy of the Instruction.

1.4.3 The acceptance of the Instructions (other documents) via TELEX will be performed by the Depository after exchange of keys with the Depositor.

1.4.4 The Depository will accept the Instructions (other documents) sent from TELEX address, specified in the Depositor's Questionnaire.

1.4.5 The date of acceptance of the Instruction (other document) delivered via TELEX will be considered the date stamped by TELEX system at receipt of the Instruction (other document) by the Bank.

1.5 Via Bank-Client system

1.5.1 The submission of Instructions (other documents) via Bank-Client system shall be performed by the Depositor by way of sending of messages to the Bank in a free format with electronic forms of the completed Instructions (other documents) attached to them.

1.5.2 The Depository will accept the Instructions (other documents) attached to the messages that have been signed by the persons specified in the sample signature seal impression card submitted by the Depositor to the Depository under condition of signing the incoming message with Instruction attached to it and delivered via Bank-Client system by the same authorized persons who signed the Instruction.

1.5.3 The date of acceptance of the Instruction (other document) delivered via Bank-Client system will be considered the date stamped by the Bank-Client system at receipt of the Instruction (other document) by the Bank.

2. Methods of transfer of reports and other documents to the Depositor

2.1 General provisions

2.1.1 Transfer of reports (other documents) to the Depositor will be performed in the way specified in the Depositor's Questionnaire.

2.1.2 Upon request of the Depositor or the Depositor's representative authorized respectively, the report (other document) may be transferred to the Depositor or the Depositor's representative in person, irrespective of the way of information transfer specified in the Depositor's Questionnaire.

2.2 To the Depositor personally (on demand)

2.2.1 Issue of reports (other documents) to the Depositor personally (on demand) will be performed at the physical address of the Depository specified in clause 1 Chapter 2 hereof.

2.2.2 Issue of reports (other documents) will be performed within Operational Hours of the Depository (clause 7.2 Chapter 2 hereof).

2.2.3 The identification of the Depositor and its representative, as well as verification of his/her authorities, will be performed in the manner specified in clauses 1.1.4 - 1.1.5 of this Chapter.

2.2.4 The fact of issue of a report (other document) shall be confirmed by the Depositor or its representative by way of putting down the surname, the date of receipt of the document and the signature on the copy of the report (other document) to be kept with the Depository.

2.2.5 The date of receipt of the report (other document) will be considered the date indicated by the Depositor or the Depositor's representative on the copy of the report (other document).

2.2.6 Reports (other documents) not requested by the Depositor within 30 (Thirty) days from the date of their execution will be forwarded to the Depositor by post to the postal address specified in the Depositor's Questionnaire.

2.3 Via the depositor's box in the Bank dispatch service

2.3.1 The issue of reports (other documents) via the Depositor's box in the Bank dispatch service will be performed at its availability at the postal address of the Depository specified in clause 1 Chapter 2 of these Terms and Conditions on the following business day after preparation of the document.

2.4 By post

2.4.1 Sending of reports (other documents) to the Depositor by post will be performed by the public postal service with return receipt requested to the postal address specified in the Depositor's Questionnaire.

2.4.2 The date of receipt of the report (other document) will be considered the date of signing by the Depositor of the return receipt on the document or the date of the report of the public postal service on the absence of the Depositor at the address specified in the Depositor's Questionnaire.

2.5 Via SWIFT

2.5.1 Sending of reports (other documents) via SWIFT will be performed by way of forwarding the reports of the established format (MT535, MT536, MT537, MT544, MT545, MT546, MT547, MT548, MT564, MT566, MT568, MT599) to the Depositor, to the SWIFT address specified in the Depositor's Questionnaire.

2.5.2 Sending of reports (other documents) via SWIFT shall be performed after exchange of keys with the Depositor.

2.5.3 The date of receipt of the report (other document) will be considered the date of sending of SWIFT-message to the Depositor by the Depository.

2.6 Via Bank-Client system

2.6.1 Sending of reports (other documents) via Bank-Client system shall be performed by way of forwarding the bank message, with the electronic version of the report (other document) attached, to the Depositor.

2.6.2 The date of receipt of the report (other document) will be considered the date of sending the bank message to the Depositor by the Depository.

3. Document workflow between the Depository, Registrars, Subdepositories and the Central Depository.

3.1 General provisions

3.1.1 Within the framework of interaction of the Depository with the Registrars, Subdepositories and the Central Depository, the Depository will be entitled to use the following methods of the document management:

- Paper document workflow;
- SWIFT;
- Electronic Document Workflow Systems (EDS).

3.1.2 Documents sent via SWIFT and EDS shall have the same legal force as the documents executed in a simple written form in compliance with the legislation of the Russian Federation.

CHAPTER 5. Remuneration of Depository Services

1. General provisions

1.1 The Depositor shall pay for the services of the Depository in compliance with the Fee Schedule being attachment 3 to the Depository agreement (hereinafter the Fee Schedule).

1.2 The Fee Schedule may be changed and/or supplemented by the Depository at any time with prior notice to the Depositor 10 (Ten) business days before the new Tariff becomes effective.

1.3 The commission fee rates of the Depository are established in the currency specified in the Fee Schedule.

1.4 The Depository reserves the right to charge an additional fee for associated services provided to the Depositor based on addenda.

1.5 The Invoice/act on provision of services will be forwarded to the Depositor in the manner specified in the Depositor's Questionnaire (by fax, e-mail, via post - office box, by post, via Bank-Client system).

1.6 The amount of the commission fee for maintenance of the Depo account will be charged in compliance with the Fee Schedule.

1.7 The commission fee rates on other types of the Services to the Depositor will be differentiated depending on the type of securities specified in the Fee Schedule.

1.8 The total amount of the commission fee for custody and accounting of rights to securities represents the amount of commission fees calculated separately per type of securities owned by the Depositor.

1.9 The commission fee for safekeeping and recording of rights to securities will be calculated in percent per annum of the portfolio value and to be accrued on the balance of securities on the Depo account on a daily basis.

1.10 For a non-business day the data for the previous business day will be used.

1.11 The Depository will be entitled to either fully or partially suspend the provision of the services to the Depository at presence of the Depositor's debt on payment for the Services or actual expenses to the Depository.

2. Due dates and methods of payment

2.1 The commission fee of the Depository shall be paid by the Depositor under the procedure as follows:

2.1.1 The method and timelines of payment of commission fees for maintenance of the Depo account /recording of rights to securities/ execution of transactions is determined in the Depository agreement concluded with the Depositor.

2.1.2 Bills and acts on provision of services will be forwarded to the Depositor no later than the 5th (fifth) business day of the month following the accounting one.

2.1.3 The date of the bill issue will be considered the date of sending a copy of the Invoice/act on provision of services to the Depositor by fax and/or by e-mail.

2.1.4 If the Depositor finds any inconsistency in the bill issued to it on the cost of the services calculated by the Depositor independently in compliance with the Fee Schedule, the parties shall verify the settlements.

2.1.5 In case any error has been made in the issued Invoice/act on provision of services by the Depository, such Invoice/act on provision of services shall be cancelled, and the Depository will issue a new bill with the respective extension of the payment due dates.

2.1.6 Absence of objections from the Depositor in relation to acceptance-free debit of amounts by the Depository from the cash accounts within 2 (Two) weeks after debiting the respective amount will be deemed the consent to the amount of the debit.

2.2 Advance payment for the Services

2.2.1 The Depository will be entitled to issue bills for advance payment for the services and expenses of the Depository, to the Depositor.

2.2.2 Bills for advance payment for the services and expenses of the Depository shall be paid under the procedure similar to the foregoing procedure for payment of the bills of the Depository.

2.2.3 After execution of the Depositor's Instruction or provision of the services for which the advance payment has been made, the Depository will execute the act on provision of the services marked as 'paid' to be transferred to the Depositor.

2.2.4 In case of insufficiency of the advance payment amount as compared to the cost of the services actually provided to the Depositor, the Depositor shall pay the difference to the Depository.

2.2.5 In case of issuing the bill for advance payment for the Services and expenses, the period for performance of the Instruction by the Depository will start from the day of the cash receipt paid for execution of such Instruction, to the account of the Depository.

3. Rules for calculating of the portfolio value

3.1 In order to calculate the market value of securities, one of the following methods of calculation of the price of securities will be applied, in the specified order of priority:

- maximum of the weighted average prices of a security according to the data of the Moscow Exchange, MSE, SPCEX or any other trading floor as of the reporting date;
- maximum of the arithmetic means of quotes (at closing) for buy and sale according to the data of the Moscow Exchange, MSE, SPCEX or any other trading floor as of the reporting date;
- maximum of the quotes (at closing) for sale according to the data of the Moscow Exchange, MSE, SPCEX or any other trading floor as of the reporting date;
- maximum of the weighted average prices of a security according to the data of the Moscow Exchange, MSE, SPCEX or any other trading floor as of the reporting date for the preceding 90 days;
- maximum of the arithmetic means of quotes (at closing) for buy and sale according to the data of the Moscow Exchange, MSE, SPCEX or any other trading floor for the preceding 90 days;
- maximum of the quotes (at closing) for sales according to the data of the Moscow Exchange, MSE, SPCEX or any other trading floor for the preceding 90 days;
- market value supplied by the Subdepository;
- at absence of the market value of the security, the par value of the security will be used.

In case the securities are under Pledge, the following will be used to calculate the commission fee for custody:

- value of securities under the Pledge Agreement (estimated value under the Pledge Agreement);
- market value of securities.

The Depository will also be entitled to calculate the value of the Depositor's portfolio based on quotes received from providers of information services (REUTERS, Bloomberg and others), as well as quotes supplied by The Superior Depositories.

3.2 The commission for safekeeping and recording of other types of securities will be calculated in percent per annum of their par value and accrued daily on the balance of securities on the Depo Account.

3.3 In case of bankruptcy, declaration of technical default and/or liquidation of the Issuer, the Depository will include the value of a security to the Depositor's portfolio until the moment the Depository receives the statement from Unified State Register of Legal Entities on the liquidation of the Issuer.

CHAPTER 6. Final provisions**1. Rules for acceptance of claims****1.1 Presentation of a claim**

1.1.1 In case the Depositor has any claims to actions of the Depository that have not resulted in financial effects, the Depositor shall set out the essence of the claim to the Depository by communication means described in clause 1 Chapter 4 of these Terms and Conditions. The preliminary claim may be also transferred verbally in person, in a telephone conversation or by e-mail.

1.1.2 Upon receipt of the Depositor's claim, the Depository, within no longer than 1 (One) business day, will consider the potential options for the claim settlement and report them to the Depositor.

1.1.3 The Depositor is entitled to present an official claim to the Depository.

1.1.3 The official claim shall be transferred to the Depository in one of the following ways:

- In person or via the Authorized Representative of the Depositor at the physical address of the Depository;
- Via the Bank dispatch service;
- Via Bank-Client system.

1.1.4 The official claim must be executed with observance of the following conditions:

- The claim is to be executed on the letterhead of the entity. At absence of the letterhead, the claim must contain the full name of the Depositor - legal entity or surname, name and patronymic of the Depositor – physical person and the address for the response to the claim;
- The text of the claim must contain the full name of the Depositor and the number of its Depo account.
- The document must be signed by the Authorized Person of the Depositor, with the seal affixed for legal entities.
- The document must bear the number and the date.

1.2 Procedure and time period for claim review

1.2.1 The Depository will not accept for review the claims executed and sent in violation of clause 1.1 of this Chapter

1.2.2. Claims received from the Depositors – legal entities are accepted and considered by Relationship managers of such Depositors.

1.2.3. Claims of the Depositors containing information on the possible breach of the legislation of the Russian Federation by the Depository and/or claim of the Depositors on actions of the Depository/Depository's employees are sent for consideration to the Controller.

1.2.4. The Depositor's claim should be registered in accordance with the order of registration of the incoming documents, established in the Bank.

1.2.5 The Depositor's claim will be reviewed by the Depository within 15 (Fifteen) days.

1.2.6 The time period for the Depositor's claim review may be extended to 30 (Thirty) days, in case additional examination and check including additional request of documents are required for its review.

1.2.7 The review of the Depositor's claim may be suspended by decision of the Depository administration, if:

- the Depositor has failed to present in full scope of the additional documents that have been requested by the Depository earlier. The review of the Depositor's claim will be renewed upon receipt of all necessary documents;
- In order to review the claim, it will be necessary to obtain information or documents from the state authorities, local government bodies or other entities. The review of the Depositor's claim will be renewed upon receipt of all necessary documents and information;
- the Depositor has filed a suit, and for final claim review it is necessary to receive the court ruling. The review of the request will be suspended until the day when the court ruling comes into force.

1.2.8 The notice on suspension of the claim review will be forwarded to the Depositor no later than 3 (Three) business days from the date of the court ruling.

1.3 Preparation and provision of the response to the claim

1.3.1 The response to the Depositor's claim will be executed by the Depository on the Bank's letterhead w/ reference number and the date and will contain signatures of the Depository administration, contact data of the persons who have prepared it and reference to the number and date of the Depositor's claim.

1.3.2 The response to the Depositor's claim containing information on possible breach of the legislation of the Russian Federation by the Depository and/or claims of the Depositor on actions of the Depository/Depository's employees shall be signed by the Controller or the head of the Bank.

1.3.3. The response to the claim of the Depositor – legal entity is prepared and sent by Relationship manager of such Depositors.

1.3.4. The response shall be executed within the period established in clause 1.2 of this Chapter and forwarded to the Depositor by one of the following way:

- to the Depositor or its representative in person;

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- via the Depositor's box in the Bank dispatch service;
- by public postal service with return receipt;
- via Bank-Client system.

2. Confidentiality

2.1 The Depository will not disclose the information classified as the confidential information on the Depo accounts of the Depositors with the Depository, including information on the transactions performed on accounts and other data on the Depositor that has become known to the Depository due to the performance of the Depository Activity by it.

2.2 The Depository will be liable for losses caused to the Depositor due to disclosure of the confidential information by the Depository.

2.3 In case of disclosure of the confidential information on the Depo accounts of the Depositors by the Depository, the Depositors which rights have been violated will be entitled to demand from the Depository for compensation for the losses caused under the procedure determined by the legislative and other regulatory legal acts of the Russian Federation.

2.4 The Depository will develop the internal documents, regulating the procedure for ensuring the confidentiality of the information.

3. Internal security and information protection measures

3.1 For the purpose of ensuring the integrity of the recording data and possibility for its restoration in case of loss due to emergency circumstances, the Depository has stipulated certain package of measures described in the internal documents of the Depository.

3.2 Data of depository records will be kept by the Depository for three years; thereafter they will be transferred to the archives under the established procedure to be kept there for no less than five years from the moment of transfer to the archives.

3.3 The Depository will provide proper control over access to securities and depository records kept with the Depository.

3.4 The control procedure is described in the internal documents of the Depository, job descriptions of the employees of the Depository.

3.5 Client's documents transferred to the Depository for opening of the Depo accounts shall be kept in fire-proof safes, with restricted access.

4. Measures to prevent conflict of interests

4.1 The Depository will act in the interests of the Depositor, in compliance with the Depository agreement, the legislative and other regulatory legal acts of the Russian Federation, and ensure the prevention of the conflict of interests.

4.2 For the purpose of prevention of the conflict of personal interests of the employees of the Depository and the Depositors, the employees of the Depository must not use the insider information for performance of transactions or transfer the insider information for performance of transactions by third parties either.

5. Control and inspection of the Depository activity

5.1 Internal control

5.1.1 Internal control will be performed as follows:

- operational control on the part of the staff processing the Instructions based on job descriptions;
- control on the part of the Authorized Persons of the Depository, authorizing primary input of information by transactions officers in the electronic system of the Depository;
- general control on the part of the Depository Administration;
- control by the Section of Control and Support of Treasury Back Office of the Operations Back Office;
- control on the part of the Controller.

5.1.2 Internal control of activities of the Depository will be performed based on the legislative and other regulatory legal acts of the Russian Federation, establishing the requirements to the internal control system. On their basis, internal documents are developed to regulate among others the procedures for protection of rights of the Depositors against errors or unfair acts of the employees of the Depository that may affect the correctness of entries on the Depo accounts and prejudice the Depositors' interests.

5.1.3 Internal control of activities of the Depository will be performed for the purposes of:

- protection of rights and interests of the Depositors through control over observance by the employees of the Depository of the effective legislation, these Terms and Conditions, the internal rules and procedures;
- ensuring proper custody of information and documents of the Depository and its Depositors;
- settlement of conflicts of interests, ensuring the proper level of reliability and minimizing the risks of the Depository activity.

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- procurement of compliance of the Depository's activity with the requirements of the securities legislation of the Russian Federation including laws and regulations of federal executive body, legislation of the Russian Federation on protection of rights and legitimate interests of investors on the securities market, legislation of the Russian Federation on advertisement as well as compliance with the internal documents of the Bank related to its activity on the securities market.

5.1.4 Internal control will include the following procedures:

- internal control of document management;
- operational control;
- verification of balance of securities recorded;
- inventory taking of Certificates of issuance securities.

5.2 Internal control of document workflow

5.2.1 Each Instruction or request received by the Depository, as well as each report on their execution transferred to the Depositor, shall be registered. Incoming documents and copies of outgoing documents shall be kept under the established procedure. The Depository administration shall control that all incoming documents have been processed within the time periods determined by these Terms and Conditions or the Instructions, and a response has been given to the person who has submitted the document.

5.2.2 Control shall be exercised based on regular and spot checks of logbooks for registration of incoming/ outgoing documentation and source documents of the Depository.

5.3 Operational control

5.3.1 Each transaction on the Depo accounts, Administrative, Inventory or Informational, shall have as the basis the client or administrative instruction or request. The recording registers of the Depository shall record who, when and based on what documents has performed such transaction.

5.3.2 In order to prevent any technical errors at information input, as well unauthorized actions on the part of the staff, the control shall be exercised in the Depository over the activities of the employees at performance of the Depository transactions.

5.3.3 At receipt of Certificates of Emissive securities to the vault, as well as their release from the vault, it shall be recorded who, when and based on what documents has placed or withdrawn such Certificates of Emissive Securities.

5.4 Verification of the recorded securities

5.4.1 The verification procedure shall be held daily or monthly, depending on the Place of safekeeping by verification of the quantity of the securities recorded on the Depo accounts of the Depositors with the quantity of the securities recorded on the Active Depo accounts. The verification results shall be documented.

5.4.2 In case of any difference in the quantity of the securities recorded on the Depo accounts of the Depositors with the quantity of the securities recorded on the Active Depo accounts, the work shall be done to clarify the causes for such difference and its removal.

5.4.3 Data received on the Active Depo accounts shall be checked for compliance with the data of:

- statements on the Nominee Holder account of Depository in the shareholders registers of the Registered Emissive Securities;
- statements from the depositories of Place of safekeeping;
- recording of the Certificates of emissive securities in vaults.
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5.5 Inventory taking of the Certificates of Emissive Securities

5.5.1 All Certificates of emissive securities in custody in all Places of safekeeping shall be subject to inventory taking. The inventory taking of the securities shall be held 1 (One) time per year by the Depository, in compliance with the order of the Depository and in cases stipulated by the legislation.

5.5.2 Differences detected at inventory taking between the actual and accounting data shall be recorded in the accounting system of the Depository.

5.6 External control

5.6.1 The external control over the activities of the Depository shall be exercised by the regulatory authorities which competence includes control over the activities of the Depository in the following forms:

- regular supply by the Depository of reports on the Depository Transactions in compliance with the requirements of the regulatory legal acts;
- checks of documents of the Depository submitted upon request of the regulatory authority;
- inspections of the activities of the Depository on the part of the persons authorized by the regulatory authority.

5.6.2 The licensing authority will be entitled, on its initiative, to hold inspections of the activities of the Depository. During the inspection, the Depository shall present documents and information related to the performance of the Depository activity, to the persons authorized by the licensing authority.

5.6.3 At detecting any facts of the performance of the Depository activity in violation of the requirements of laws, other normative legal acts and these Terms and Conditions, the licensing authority will be entitled to impose sanctions and measures onto the Depository stipulated by the laws and other regulatory legal acts, including to suspend the validity or cancel the license of the professional participant of the securities market for performance of the Depository Activity.

5.7 Audit

5.7.1 The audit shall be held in compliance with the effective legislation with application of the standards that require holding of the audit for the purpose of establishing the authenticity of the Depository reporting and certifying that the reporting presented is free from violations and that the activities have been performed in compliance with the effective legislation.

5.7.2 The audit in the Depository may be held only by the firm or independent auditor that has concluded the agreement and acts based on the license issued in compliance with the effective legislation of the Russian Federation.

6. Measures related to anti-money laundering and combating terrorism financing (hereinafter referred to as the “AML/TF”), and compliance with the financial sanctions regime

6.1 For the purpose of AML/TF and compliance with the financial sanctions regime the Bank may:

- refuse entering into a Depositary Agreement, Interdepository Agreement, and execution of the Depositor's instructions for making a transaction in case of failure on the part of the Depositor to provide the information, original documents confirming authenticity of this information, and/or properly certified copies sufficient for proper performance by the Bank of Federal Law dated 7 August 2001 No. 115-FZ “On Combating Legalization (Laundering) of Proceeds from Crime and Financing of Terrorism”, as well as if the Bank has grounds to suspect that a transaction is effected for the purpose of legalization of proceeds from crime and financing of terrorism;

- request from the Depositor the documents that constitute grounds for disposal of securities to a non-resident or a Russian credit organization; request from the Depositor the information on conditions of settlements under transactions with securities; request from the Depositor the documents that confirm the fact of crediting monetary funds to the bank account of the Depositor under transactions related to disposal of securities to a non-resident;

- under settlements that provide for offsetting of counter claims under contracts for supply of goods, performance of works, rendering of services, request documents that confirm the origin of goods (in particular customs declarations, documents confirming import of goods to the Russian Federation and export of goods from the Russian Federation) and documents confirming the transfer of goods to the client, as well as certificates of services rendered, works performed;

- refuse opening a Depo account if (at the moment of opening the account) it is revealed that the depositor is subjected to economic, financial, trade sanctions and restrictions established by the Russian Federation, United Nations Organization, higher legislative authorities of the European Union or the US Office of Foreign Assets Control;

- reject the initiator of a Depositary Transaction to accept, keep, account and perform other actions with securities in case of discovering (at the moment of making an action) that the initiator of the Depositary transaction or the Issuer of the security is subject to economic, financial, trade sanctions or restrictions established by the Russian Federation, United Nations Organization, higher legislative authorities of the European Union or the US Office of Foreign Assets Control.

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