



ЮниКредит Банк

APPROVED BY
the Management Board
AO UniCredit Bank
(December 27, 2019 # 36C/2019)

**TERMS AND CONDITIONS OF CUSTODY OPERATIONS
(CLIENT'S REGULATIONS)
OF AO UNICREDIT BANK**

Moscow 2019

TERMS AND CONDITIONS OF CUSTODY OPERATIONS (CLIENT'S REGULATIONS)

Contents:

CHAPTER 1. DEFINITIONS AND INTERPRETATIONS.....	3
CHAPTER 2. GENERAL PROVISIONS.....	7
1. Custodian	7
2. Subject and Status of this Document	7
3. Amendment Procedure	7
4. General Operations Principles of the Custodian	8
5. General Services of the Custodian	8
6. Depositors of the Custodian.....	9
7. Operational Business Day of the Custodian.....	10
8. Depo Accounts	10
9. Securities	12
CHAPTER 3. CUSTODY TRANSACTIONS.....	16
1. General provisions.....	16
2. Administrative Transactions	22
4. Inventory Transactions.....	25
5. Informational Transactions.....	28
6. Complex Transactions	30
6. Global Transactions	34
7. Corporate Actions	34
8. Income on Securities	36
CHAPTER 4. RULES FOR DOCUMENT WORKFLOW.....	38
1. Methods of Submission of Instructions and Transfer of Other Documents to the Custodian.....	38
2. Methods of Transfer of Reports and Other Documents to the Depositor	38
3. Document Workflow between the Custodian, Registrars, Sub-Depositories and the Central Depository.....	39
1. General Provisions	40
2. Terms and Methods of Payment	40
3. Rules for Calculating of the Portfolio Value	41
CHAPTER 6. FINAL PROVISIONS.....	42
1. Rules for Acceptance of Complaints.....	42
2. Confidentiality	44
3. Internal Security and Information Protection Measures.....	44
4. Measures to Prevent Conflict of Interests	45
5. Control and Inspection of the Custody Activity	45
6. Measures Related to Anti-Money Laundering, Combating Terrorism Financing and Financing of Proliferation of Mass Destruction Weapons (“AML/TF”) in Compliance with the Requirements of UniCredit Group	47
7. Measures to Counter the Misuse of Insider Information and Market Manipulation	48
CHAPTER 7. CONTACTS.....	48

CHAPTER 1. DEFINITIONS AND INTERPRETATIONS

Administrative Custody Transactions are Custody Transactions, resulting in changes in questionnaires to Depo Accounts; as well as in contents of other registers of the Custodian, except for Securities balances on personal accounts.

Authorized Persons of the Custodian are the Custodian employees having authorities based on the Charter, powers of attorney and orders, issued by the Bank.

Authorized Representatives are individuals or legal entities (including but not limited to the Operator and the Trustee), who on the basis law, by-laws of the legal entity (another document envisaged by the legislation of a non-resident Depositor), agreement and/or power of attorney have the right to operate the Depositor's Depo Account and/or sign Instructions and/or submit and receive documents, related to maintenance of the Depositor's Depo Account, as well as perform any other necessary actions envisaged by the Custody Agreement.

Bank is Joint Stock Company UniCredit Bank (AO UniCredit Bank).

Basic standard is the basic standard of the Custodian's operations in the financial market (agreed by the Committee on Standards for Depository Activities, Protocol No. KDP-9 dated 16 November 2017).

Business Day of the Custodian is a day when the Custodian is open for its general activity, with the exception of weekends and not-working holidays.

Bank of Russia (or CBR) is the Central Bank of the Russian Federation.

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

Complaint is a written claim or request of the Depositor of financial or non-financial nature, resulting, as to the Depositor's opinion, from violation of its rights and legally governed interests by the Custodian while providing the custody Services or from unsatisfactory provision thereof.

Complex Custody Transaction is a Custody Transaction that comprises different types of transactions as its component parts.

Controller is an employee of the Bank meeting the qualification requirements prescribed by the applicable legislation of the Russian Federation responsible for the arrangement and fulfillment of the Internal Control of the banking activity in capacity of a professional securities market participant.

Curator is an employee of the Bank's client department responsible for establishment/ maintenance/ development of relations with clients (Depositors).

Custodian is the Bank carrying out Custody Activity in capacity of an independent structural unit, Global Securities Services, based on the license of professional market participant for Custody activity.

Custody Activity is the provision of services on recordkeeping of dematerialized and immobilized certificated Securities and transfer of rights thereto and safekeeping of certificates for immobilized certificated Securities subject to provision of services on recordkeeping of such Securities and transfer of rights thereto based on the respective license.

Custody Agreement is the agreement between the Bank and the Depositor that regulates their interactions in the process of Custody Activity.

Custody Transactions are a set of actions, performed by the Custodian with the Custody registers and other custody accounting materials which result in opening (closure) of Depo Account/Sub-Account, making records on Depo Account (another account/Sub-Account) or accounting register, providing upon Instruction of transaction initiator of information on Depo Account (another account/Sub-Account) or accounting register.

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

Dematerialized Emissive Securities is 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 depositing, based on entry of the Depo Account.

**TERMS AND CONDITIONS OF CUSTODY
OPERATIONS (CLIENT'S REGULATIONS)**

Depo Account is a recording register, being the aggregate of records consolidated under the common criteria, dedicated for securities recording and consisting of a unique client master code and a sub account that determines the type of Depo Account and its sequence number, having no less than one Depo Sub-Account.

Depo Sub-Account is a recording register, opened for separate securities accounting grouped by specific characteristics.

Depo Account (Sub-Account) Operator is a legal entity which, not being the depositor of such Depo Account, but based on the authorities, received from the Depositor, is entitled to instruct the Custodian on execution of the Custody Transactions on the Depo Account (Depo Sub-Account) of the Depositor within the authorities determined by the Depositor and the Custody Agreement.

Depositor is an individual or a legal entity (including foreign organizations acting in interests of other parties) that uses the custody Services based on the Custody (Interdepository) Agreement executed with the Custodian within the framework of the Custody Activity carried out by the latter.

Depositor's Questionnaire is a document, containing main data on the Depositor, being necessary for performance by the Custodian of its obligations under the Custody Agreement.

Deposit Depo Account is a Depo Account intended for recording of rights to securities transferred to the notary or court for deposit.

Depository Receipts Program Depo Account is a Depo Account dedicated for accounting of rights to emissive securities of the Russian issuer, placement and/or circulation of which outside the Russian Federation is carried out via placement in compliance with the foreign securities law of the foreign issuers confirming the rights to Emissive Securities of Russian issuers.

Emissive Security is any security, which is characterized simultaneously by the following criteria:

- Consolidates the complex of property and non-property rights subject to certification, assignment, and unconditional exercise in compliance with the form and the procedure established by the Federal Law No. 39-FZ;
- Has equal scope and terms for the exercise of rights within one issue of securities, irrespective of the time of the security acquisition;
- Placed by issues.

Federal Law No. 39-FZ is the Federal Law No. 39-FZ On Securities Market dated 22 April 1996.

Federal Law No. 115-FZ is the Federal Law No. 115-FZ On Combating Legalization (Laundering) of Proceeds from Crime and Financing of Terrorism dated 7 August 2001.

Fee Schedule is an integral attachment to the Custody Agreement approved by the Custodian, determining the amount of the fee for provision of the custody services to the Depositors by the Custodian.

Fiduciary Manager Depo Account is a Depo Account, intended for accounting of rights of a fiduciary manager in relation to the securities managed by the fiduciary manager.

Foreign Authorized Holder Depo Account is 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 is a Depo Account opened in the name of a foreign Depositor acting on behalf of third parties, if such entity following its governing law is entitled to perform recordkeeping and transfer of rights to securities. The Foreign Nominee Holder Depo Account is intended for recording of rights to securities not owned by the foreign Custodian but recorded by it on behalf of its depositors.

Global Custody Transaction is a Custody Transaction that changes the status of all or a significant part of the recording registers of the Custodian related to a specific issue of securities.

Initiator of a Custody Transaction is a person(s) authorized to sign Instructions. The Clients (Depositors), their Authorized Representatives, Depo Accounts Operator, its authorized representatives, Authorized Persons of the Custodian, the competent state authorities, as well as other persons determined by the Terms and Conditions and the applicable legislation of the Russian Federation, may act as the initiators of the Custody transactions.

Informational Transactions are Custody Transactions related to execution of reports and statements on the Depo Accounts and other accounting registers of the Custodian or on execution of the Custody Transactions.

Interdepository Agreement is an agreement on provision of Custody services by the Sub-Custodian to the Custodian or by the Custodian to another custodian (Depositor).

Inventory Custody Transactions are Custody Transactions that change balances on the personal accounts in the Custodian.

Issue of Securities is the total of securities of one Issuer, granting equal scope and terms for the exercise of rights to their Owners and having equal par value, provided that the par value is stipulated by the legislation of the Russian Federation.

Issuer is a legal entity, executive authorities or local government bodies, incurring in their own name or on behalf of the public-law entity the obligation to the securities Owners on exercise of rights attached thereto.

Instruction is a document, containing instructions to the Custodian to perform certain actions under or in accordance with the Custody Agreement.

Internal Control is control over compliance of the Banking activity on the securities market and the Bank's internal regulations, governing such activity, with the requirements of the Russian Federation legislation and recommendations of the self-regulated organizations.

List is a list of issues of securities in relation to which the Custodian provides the custody Services.

Nominee Holder Depo Account is a Depo Account intended for recording of rights to securities, not owned by the Custodian (Nominee Holder), and recorded by the Custodian on behalf of its Depositors.

Non-Emissive Security is any security not meeting the criteria for Emissive Securities.

Official Instruction is a directive document/order, initiators of which are the Authorized Persons of the Custodian in order and in cases stipulated hereby.

Operational Day of the Custodian is a time interval within which the Custody transactions, changing the balances on Depo accounts, are executed.

Operational Business Day of the Custodian is a time interval during which the Custodian provides its services to the Depositors.

Owner is a person designated in the depo account records as the proprietor of dematerialized securities or person who owns securities based on the right of ownership or other proprietary right.

Owner Depo Account is a Depo Account intended for accounting of rights of ownership or other proprietary rights for the securities.

Place of Safekeeping is the Registrar or the Sub-Custodian (including a foreign organization exercising rights on the securities) being the Place of Safekeeping of certificates/global certificates for Securities/immobilized certificated Securities, electronic documents certifying the rights attached to a dematerialized security and/or place of recording of rights to Securities of Depositors of the Custodian.

Pledge is a way to secure an obligation, under which the creditor from the pledged secure obligation (**Pledgee**) acquires the preemptive right for compensation at the expense of the property pledged, in case the debtor fails to perform the obligation or performs it improperly.

Pledgee is the creditor under the Pledge agreement.

Pledgor is a person to whom the subject of the Pledge belongs based on the right of ownership or other property right.

Primary documents are the documents from Sub-Custodians and clearing organizations that reflect information on the Custodian Nominee Holder Account, including, but not limited to, reports by National Settlement Depository (NSD), non-bank credit organization – the Central Counterparty National Clearing Center (Joint-Stock Company) (CCP NCC), Euroclear and Clearstream.

Qualified Investor is a person, being or recognized as the qualified Investor in compliance with Federal No. 39-FZ.

Recordkeeping of securities – maintenance of Depo and other accounts by means of entering records and ensuring their safekeeping on such accounts.

**TERMS AND CONDITIONS OF CUSTODY
OPERATIONS (CLIENT'S REGULATIONS)**

Register of Brokerage Transactions is a list of transactions concluded by the Bank on behalf of the Depositors as part of the Depositors' brokerage services, containing the terms of each transaction to the extent specified by the Bank of Russia Regulation No. 577-P "On the Rules for Accounting by Professional Participants in the Brokerage Securities Market, Dealer Activities, Securities Management Activities" dated 31 January 2017.

Registrar is a professional securities market participant, having a license for keeping a register or, in cases envisaged by federal laws - other professional securities market participant, which performs keeping of the register, based on the instruction of the issuer or another entity obliged under the securities.

Securities are Russian and international securities, accepted by the Custodian for recordkeeping, accounting of rights to which is carried out in compliance with the legislation of the Russian Federation, including Emissive Securities (in particular, certificated securities until their full redemption) and Non-emissive Securities (i.e. investment unit of unit investment funds).

Securities Intended for Qualified Investors are securities, the issue decision of which stipulates that they are intended for the Qualified Investors, and/or transactions on which are performed with regard to restrictions and rules stipulated by the Federal Law No. 39-FZ for securities intended for the Qualified Investors, and other statutory acts.

Services are all services of the Custodian provides under the Custody Agreement/ Interdepository Agreement and the current Terms and Conditions.

Sub-Custodian is a third-party Custodian in which the Custodian has an open Nominee Holder Depo Account.

Terms and Conditions (Client's regulations) is the terms and conditions for carrying out the Custody activity by the Joint Stock Company UniCredit Bank.

Trading Depo Account is a Depo Account, intended for record of rights to Securities, opened in compliance with Article 15 of the Federal Law No. 7-FZ On Clearing, Clearing Activity and the Central Counterparty dated 07.02.2011.

Treasury Depo Account of an Issuer (or an entity obliged under the securities) is the Depo Account intended to record the rights of the Issuer (the entity obligated under the securities) to the securities issued (granted) by it.

Trustee is a legal entity that has a professional market participant license, which has concluded an agreement with the Custodian that determines mutual rights and obligations of the parties, including obligations on concluding Custody Agreements with the Depositors and reconciliation on the Depositor's Securities, and who has been given authority by the Depositor to manage the Securities and exercise rights on the Securities held with the Custodian.

UniCredit Group is UniCredit S.p.A and legal entities consolidated in UniCredit S.p.A financial statements in accordance with International Financial Reporting Standards.

Unidentified Persons Account is a Depo Account not intended for accounting of rights to securities used by the Custodian in absence of the basis for crediting the Securities to the Depo Accounts.

Uniform State Register of Legal Entities is the unified state register of legal entities registered in the Russian Federation.

CHAPTER 2. GENERAL PROVISIONS**1. Custodian**

Full corporate name: Joint Stock Company UniCredit Bank

Location (official and postal address): 9 Prechistenskaya Embankment, Moscow, 119034

Physical address: 9 Butikovskiy lane, Moscow, 119034

Phones: (495) 258-72-58, (495) 258-72-00

Fax: (495) 723-71-06

E-mail address: custody@unicredit.ru

2. Subject and Status of this Document

2.1 The Terms and Conditions shall determine the list of the Services provided by the Custodian, as well as regulate the rules for interaction between the Custodian and the Depositor within the framework of such Services.

2.2 The Terms and Conditions shall be an integral part of the Custody Agreement and are made in compliance with the requirements of the Russian Federation legislation regulating the custody activity (including regulations of the Bank of Russia), as well as the Basic Standard..

2.3 The Terms and Conditions contain:

- List and terms of execution of transactions performed by the Custodian;
- Action procedure for the Depositor and the Custodian employees for execution of the foregoing transactions;
- Grounds for transactions execution;
- Forms of documents to be completed by the Depositor;
- Forms of documents to be issued to the Depositor upon results of transactions;
- Terms for execution of transactions;
- Procedures of acceptance for service and termination of service of the Securities by the Custodian;
- Procedure and terms for submission of statements on the Depo Accounts and reports on performed transactions to the Depositors, as well as of other documents certifying their rights to Securities;
- General rules for the Custodian operations related to the procedure of servicing the Depositors.

2.4 All attachments to the Terms and Conditions shall be the integral part hereof.

2.5 The Terms and Conditions shall be binding upon both the Custodian employees and the Depositors.

2.6 The Terms and Conditions shall be available on an open basis and presented upon request of any interested persons. Public placement of the Terms and Conditions shall not constitute a public offer to conclude the Custody Agreement.

3. Amendment Procedure

3.1 The Custodian shall be entitled to amend unilaterally the Terms and Conditions, as well as the attachments hereto.

3.2 In case such amendments hereto are caused by introduction of amendments by the competent state authorities of the Russian Federation to the legislative acts, regulating the procedure for carrying out the custody activity and/or securities circulation, then such amendments shall become effective from the effective date of the relevant legislative acts, unless the respective act that has caused the necessity for introduction of amendments establishes another effective date.

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

3.4 The Custodian shall notify all Depositors on all amendments to be introduced into the Terms and Conditions, not later than 10 (ten) calendar 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> (hereinafter the Bank website).

3.5 In case the Depositor disagrees with the new version of the Terms and Conditions, it shall be entitled to terminate the Custody Agreement or Interdepository Agreement under the terms stipulated by the foregoing agreements and the Terms and Conditions. The old version of the Terms and Conditions shall be valid until such date.

3.6 The Custodian shall be entitled to introduce amendments to the Instruction formats, being the attachments hereto. In such case, the Custodian shall accept Instructions both in the new and old formats within one calendar month from the date of introduction of amendments. Upon expiry of such period, the acceptance of Instructions in old format shall be terminated.

3.7 The Depositor shall on its own or via its Authorized representative regularly review the Bank website to check for any possible amendments to the Terms and Conditions and other notifications of the Custodian

The Custodian shall not be liable for any damages of the Depositor caused by unawareness of the Depositor if the Custodian has performed its obligations on placement of all required information on the Bank website properly in accordance with the requirements of the Terms and Conditions.

4. General Operations Principles of the Custodian

4.1 The Custodian shall carry out the Custody Activity in line with the applicable legislation of the Russian Federation (including regulations of the Bank of Russia), the Basic Standard, the Bank Charter, decisions of the Bank management bodies, the Custody Agreement, and the Terms and Conditions.

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

4.3 The Custodian hereby notifies the Depositor on combination of types of professional activities on the securities market based on 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 25 April 2003 No.177-06561-100000;
- License of the professional securities market participant for dealer activity issued by the Federal Financial Market Service on 25 April 2003 No. 177-06562-010000.

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

5. General Services of the Custodian

5.1 The Custodian offers the following types of Services:

- Opening and maintenance of the Depo Accounts;
- Recordkeeping of rights to Securities and recording of transfer of rights to Securities;
- Settlements under securities transactions, including Delivery/Receipt of Securities Free of Payment and Against Payment;
- Blocking of Securities, including registration of encumbrance on Depositor`s Securities by Pledge;
- Assistance in exercise of rights to Securities, including the right to receive dividends and other payments under Securities.

5.2 Services accompanying the Custody Activity:

- Maintenance of the Depositors' cash accounts intended for settlement of Securities and receipt of income on Securities, in compliance with the federal laws and other regulations of the Russian Federation;
- As per Instruction of the Depositor, representation of its interests in the general meetings of shareholders;
- Monitoring the Issuer's Corporate Actions and informing the Depositor thereupon;
- Acting as paying agent, providing assistance to non-residents upon their payment of taxes on income on the Securities of the Depositors with respect to avoiding double taxation and refund of overpaid tax from the budget of the Russian Federation in cases stipulated by the current legislation of the Russian Federation, and other services provided by section 8 of chapter 3 of the Terms and Conditions;
- Submission to the Depositors of data on the Issuers available with the Custodian, including data on the Issuer's financial status;
- Submission to the Depositors of data on the securities market conditions;
- Submission to the Depositors of data on the principles and features of functioning of the securities market, Russian and international systems of registration of title to securities, rules of operation of such systems;
- Provision of other Services not prohibited by the federal laws and other regulations of the Russian Federation connected with maintenance of the Depositors' Depo Accounts and assistance in exercise of rights to Securities.

6. Depositors of the Custodian

6.1 The Depositors of the Custodian may be individuals and legal entities, residents and non-residents of the Russian Federation.

6.2 The Depositors of the Custodian may be the persons designated in the book-keeping records as owners of dematerialized securities, persons that possess Securities based on the right of ownership or other proprietary right, as well as custodians, including those acting as nominees for Securities of their clients, including foreign nominee holders.

6.3 The Depositors of the Custodian may be also fiduciary managers and foreign authorized holders of securities.

6.4 The Depositors of the Custodian may be both Qualified Investors and non-qualified investors.

6.5 The Custodian shall not conclude the Custody (Interdepository) Agreements with and shall not open Depo Accounts to:

- Anonymous owners, i.e. without presentation of the documents necessary for identification of the Depo Account owner by an individual or a legal entity that opens the Depo Account as well as holders, using fictive names (nicknames);
- Individuals, legal entities if an incomplete set of documents and information, being necessary to identify the Depo Account Owner, its representatives, beneficiaries, intermediary and beneficiary owners is provided by them;
- Individuals, legal entities if false or void documents and information, being necessary to identify the Depo Account Owner is provided by them;
- Individuals, legal entities at their or their representatives' failure to present documents, being necessary to identify the Depo Account Owner, its representatives, beneficiaries, intermediary and beneficiary owners;
- Individuals, legal entities at availability of data on their participation in money laundering, financing of terrorist activities and financing of proliferation of mass destruction weapons, according to the effective anti-money laundering and combating terrorism financing legislation;
- Individuals without personal attendance of the person, opening the Depo Account, or of his/her representative excluding the cases stipulated by the Federal Law No. 115-FZ;
- Legal entities without personal attendance of their representatives, except as provided otherwise by Federal Law No. 115-FZ;

- Legal entities without personal attendance of its representative in cases when the Bank has suspected that the opening of the Depo Account aimed at the legalization (laundering) of proceeds from crime, financing of terrorism and financing of proliferation of mass destruction weapons, or in case that the legal entity, opening a Depo Account, or a legal entity being its representative and/or its beneficial owner (one of its beneficial owners) and/or participant (one of the participants), excluding shareholder, being a legal entity and an owner of more than 25% of the share capital of the legal entity opening a Depo Account is represented by:
 - an entity, included in the list of legal entities and individuals, which are known to be involved in the extremists activity or terrorism, or a legal entity or an individual, in respect to which the inter-departmental coordination body carrying out the functions of countering the financing of terrorism has taken a decision on freezing (blocking) funds or another property;
 - an entity in respect to which the Bank has got an information that it is subject to application of the measures, stipulated by the clause 5.2 and/or 11 Article 7 of the Federal Law No. 115-FZ;
 - an entity included into the list of the organizations and an individual in respect of which there are data on their involvement in proliferation of mass destruction weapons;
 - an entity in respect of which the Uniform State Register of Legal Entities contains an entry about an uncertainty of the information about the legal entity;
- 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 without 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 on their accounts of the banks that have no permanent management bodies in the territories of states where they are registered,

7. Operational Business Day of the Custodian

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

7.2 A business day of the Custodian 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 legislation of the Russian Federation shall be non-business days, unless the regulations of the competent authorities establish otherwise.

7.3 The Operational Business Day of the Custodian 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 during this 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.

The Operational Day of the Custodian is limited to 12:00 Moscow time of the closest Business Day of the Custodian following the calendar date on which the Custodian executes Custody transactions for the respective Operational Day. The Custodian shall be entitled to change the duration of the Operational Day of the Custodian on certain business days, with notice to the Depositors thereof no less than 5 (five) business days prior to occurrence of such a day, by the way of placement of the respective notification on the website.

8. Depo Accounts

8.1 Structure of Depo Accounts

8.1.1 The Depo Account shall be opened to the Depositor under the terms stipulated by the Custody Agreement, the Terms and Conditions and the Basic Standard.

8.1.2 The Depositor may open an unlimited number of Depo Sub-Accounts within the Depo Account. The Custodian shall

perform separate recording of the Securities safe kept on the Depo Sub-Accounts of the Depositor.

8.1.3 The number of the Depo Accounts opened to one legal entity or individual shall not be limited. Opening a new Depo Account to the Depositor shall not require the conclusion of a new Custody Agreement, and shall be carried out based on an additional Depo Account opening application ([Attachment.2](#));

8.1.4 Opening of a new Depo Account shall be allowed to the Depositor in case of the relevance of its identification data and the conduct of audit checks, provided for by the internal documents of the Bank.

8.2 Types of Depo Accounts

8.2.1 The Custodian shall open the following passive types of Depo Accounts, designated for accounting of rights on the Securities:

- Owner Depo Account;
- Nominee Holder Depo Account;
- Fiduciary Manager Depo Account;
- Foreign Nominee Holder Depo Account;
- Foreign Authorized Holder Depo Account;
- Depositary Receipts Programs Depo Account;
- Deposit Depo Account;
- Trading Depo Account;
- Investment Partnership Depo Account;
- Escrow agent's Depo Account.

8.2.2 The Custodian shall also open the following type of passive account, which is not intended for accounting of rights on the Securities:

- Unidentified Persons Account.

8.3 Unidentified Persons Account

8.3.1 The Custodian, irrespective of the necessity for crediting Securities, shall open the Unidentified Persons Account.

8.3.2 Crediting of Securities to the Unidentified Persons Account shall be performed by the Custodian not later than a business day following the day of receipt of the document that confirms crediting of the Securities to the account opened to the Custodian with the Registrar and/or the Sub-Custodian at the absence of grounds for crediting the Securities to the Depo Account of Depositors.

8.3.3 Debiting of Securities from the Unidentified Persons Account shall be performed by the Custodian not later than a business day following the day of receipt of the document that confirms the debiting of the Securities from the Custodian Account. A statement/report of the Sub-Custodian or statement from the Register may be accepted as such confirmation document.

8.3.4 In case the documents, which serve as a ground for crediting the Securities recorded on the Unidentified Persons Account to the Depositor Depo Account, have not been received by the Custodian within one month, the Custodian shall debit the Securities from the Unidentified Persons Account under the procedure established by the legislation.

8.3.5 Securities are debited from the Unidentified Persons Account in case there are grounds for such debiting, including documents allowing unambiguously identify the Owner of these Securities. According to the regulations of the Bank of Russia, debiting of Securities from the Unidentified Persons Account shall be performed not later than a business day

following the day the Custodian receives the document (documents) that is a ground for crediting of such Securities to other accounts.

8.3.6 Debiting of Securities from the Unidentified Persons Account in the event the Issuer conducts the Global Custody Transaction is carried out by the Custodian upon the receipt of the following documents:

- Notification of the Registrar on the executed transaction upon the Securities across the Custodian's Account or a report on the executed transaction on the Nominee Holder Depo Account with the Sub-Custodian. Debiting is executed on the date specified in such notification or report (whereas, for the avoidance of doubt, debiting of Securities from the Unidentified Persons Account is carried out by the Custodian as of the date of state registration of the Issuer, set up as a result of reorganization, in case of placing Securities by way of conversion of other Securities into them during the Issuer's reorganization);
- Confirmation of the executive body that manages the Uniform State Register of Legal Entities. Confirmation shall be deemed information obtained upon request from the Federal Tax Service, or information published on the official website of the executive body. Debiting is carried out on the date of making the record on termination of activities of the absorbed Issuer to the Uniform State Register of Legal Entities.

9. Securities

9.1 Types Of Securities

9.1.1 The object of the Custody Activity of the Custodian 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 regulations established by the legislation of the Russian Federation.

9.1.2 The object of the Custody Activity of the Custodian may be the following securities:

- Securities of the Russian issuers, the recordkeeping of rights to which in compliance with the federal laws may be performed by the custodians on the Depo Accounts;
- Foreign financial instruments that are qualified as securities in compliance with Article 44 of Federal Law No. 39-FZ 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 accounting of rights to Securities.

The Custodian does not accept certificated securities for safekeeping.

9.2 Acceptance of Securities

9.2.1 The Custodian shall provide the services on maintenance of registers containing the records on Securities with regard to which it provides services on recordkeeping of rights allowing identification of the mentioned Securities.

9.2.2 The acceptance of the Issue of Securities for service shall be performed by way of its addition to the securities issue questionnaire.

9.2.3 The acceptance of Issue of Securities for service shall be performed by the Authorized Persons of the Custodian on the initiative of the Depositor, the Custodian, the Issuer, the Registrar, a third party Custodian or decision of the competent authorities of the Russian Federation.

9.2.4 The Custodian shall refuse to accept the Issue of Securities for service, in case:

- Issue of Securities has not undergone the state registration (for Securities issued by the residents of the Russian Federation), except for those cases when Securities are not subject to registration;
- Circulation period of Securities has expired or the notice has been received from the registration authority on suspension of placement of the Issue of Securities and transactions therewith;
- Acceptance of securities for the Custody service is prohibited by the conditions of circulation of the Issue of Securities;
- Acceptance of securities for the Custody service is prohibited by legislative and other regulations of the Russian

Federation;

- At acceptance of an issue of a foreign security for service, at the disposal of the Custodian there is no document of the organization-member of the National Numbering Agencies Association by which such organization confirms the assignment (availability of the assigned ones) of ISIN or CFI code to the foreign financial instrument or the notice of the federal executive authority for the securities market and the Bank of Russia on qualification of the foreign financial instrument as a Security;
- At acceptance of an issue of a foreign security for service, at the disposal of the Custodian there is no document of the professional participant of the securities market carrying out the Custody Activity or international organization performing foreign securities rights recordkeeping services to which such organizations following the provided documents or information confirm the availability of ISIN and CFI codes assigned to the foreign financial instrument;
- CFI code assigned to the Issue of a foreign security is absent in the list of permitted codes established by the respective regulation of the Bank of Russia.

9.2.5 The Custodian may also refuse to accept Securities for service for other justified reasons, including the ones mentioned in clause 6.1 of chapter 6 of the Terms and Conditions.

9.2.6 In case of refusal to accept the Issue of Securities for service, the Custodian shall forward to the Initiator of Custody Transaction the notice of refusal in acceptance of the Issue of Emissive Securities for service, no later than 3 (three) business days from the day of the decision-making by the Authorized Persons of the Custodian.

9.2.7 At acceptance of the Issue of Securities for service, the Custodian shall be entitled to use data contained in the databases on disclosure of information on the Issuers and issues of their securities maintained by the regulatory authorities or a self-regulated organization, supplied by other custodians, international clearing organizations, international or Russian information agencies, as well as financial institutions.

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

9.2.9 The Custodian shall accept the Issue of Securities for service within 1 (one) business day from the date of finalization of checking of information on qualification of the respective Security in accordance with the Directive of the Bank of Russia No. 4561-U "On the order of qualification of foreign financial instruments as securities" dated 3 October 2017 (hereinafter the Order on Qualification) and receipt of information and documents requested as it is indicated in clauses 9.2.7 or 9.2.8 of this chapter of the Terms and Conditions.

9.2.10 Acceptance of Securities into custody with settlement with a particular Sub-Custodian is effected upon receipt of a direct written instruction by the Depositor. At that, such direct written instruction is deemed as such by an indication of the respective Sub-Custodian as place of settlement and safekeeping in the account opening application. In case of a Global Custody transaction, such direct written indication of the Sub-Custodian contained in the account opening application is extended to the Securities credited to the Depositor as a result of the Global Custody transaction.

9.3 Recordkeeping of Securities

9.3.1 Recordkeeping of Securities with the Custodian may be effected on an open, closed and marked basis of safekeeping. In case the specific basis is identified as a prerequisite for arrangement of Recordkeeping of a certain Issue of Securities in accordance with the terms of the Issue of Securities, the Custodian shall record keep Securities it in the indicated manner.

9.3.2 Open method of Securities safekeeping means that the Custodian shall carry out transactions only with respect to a specified number of Securities held in the Depo Account without indication of individual features of Emissive Securities in the immobilized form and identification features of Dematerialized Emissive Securities, specified in sub-clause 4.6.6 clause 4.6 of the Basic Standard, or signs of its belonging to a certain group of Securities. In relation to Securities kept on an open basis, the Depositor shall be entitled to submit Instructions only in relation to the number of Securities registered on its Depo Account without indication of their individual features.

9.3.3 Closed method of Securities safekeeping means that the Custodian carries out transactions in relation to any particular

Security in the Depo Account with identification features specified in sub-clause 4.6.6 clause 4.6 of the Basic Standard or individual features. The Custodian safe keeps information on individual features of Emissive Security in immobilized form, in case such Security is recorded on a closed basis.

9.3.4 Marked method of Securities safekeeping means that the Custodian carries out transactions with respect to a group of Securities, for which, besides the number of Securities, there is a feature allowing assigning Securities to one group or another. Such feature is the Place of Safekeeping of Securities – the Central depository/Registrar/Sub-Custodian, and groups are the cumulative number of Securities in terms of each Place of Safekeeping. Thus, Securities are recorded in a correspondent Place of Safekeeping and assigned to a certain group based on characteristics of the Issue (in case such characteristics are provided for by the terms of the Issue of Securities), specificities of recordkeeping of Securities and (or) safekeeping of certificates identifying them, or the Depositor's Instruction on settling accounts.

The Custodian safe keeps information on identity of Securities in the Depo Account with respect to abovementioned groups in terms of the Places of Safekeeping.

9.3.5 Securities on Depo accounts and other accounts opened by the Custodian shall be recorded in units.

9.3.6 For purposes of the Custody recordkeeping, one security (one unit) should be considered the minimum par value of circulating securities of the given Issue of Emissive Securities, unless the terms of Issue and circulation of the Securities specifies otherwise.

9.3.7 For purposes of safety of the Depositors' Securities, the Custodian shall safe keep and record keep the Depositor's Securities separately from the Securities owned by the Custodian. For that purpose, the Custodian shall act as the nominee holder for the Depositor's Securities in the register of owners of Securities and in the correspondent custodians, and shall open separate accounts with the above organizations for own securities and for the Depositor's Securities. The Custodian shall also ensure recordkeeping of the Depositor's Securities segregated from recordkeeping of Securities of other Depositors by way of opening segregated Depo Accounts for each Depositor.

9.3.8 Negative balance on the Securities accounted for in the Depo Account or any other account is not allowed.

9.3.9 The Custodian effects Recordkeeping of rights on the Securities of Russian Issuers (entities obliged on the securities) issued on the territory of the Russian Federation without involvement of a foreign organization with which it has an account of an entity acting in the interests of other parties.

9.4 Recordkeeping of Fractional Securities

9.4.1 The Custodian shall record fractional shares when fractions appear in accordance with the legislation of the Russian Federation (including the regulations of the Bank of Russia).

9.4.2 The fractions of Securities is rounded down to the seventh decimal place.

9.4.3 Debiting of fractional part of Securities from the Depo Account without its whole part is allowed only in the absence of such whole number of Securities with the following exceptions: debiting of fraction of a foreign financial instrument that is qualified as a security under Article 44 of Federal Law No. 39-FZ; debiting of fractions from the Nominee Holder Depo Account or Foreign Nominee Holder Depo Account; cases stipulated by federal laws, including cases of redemption of Securities against the will of the Owner.

9.5 Recordkeeping of Investment Units of Unit Investment Funds on Depo Accounts

9.5.1 The Custodian shall be entitled to record investment units of mutual investment funds (hereinafter the Fund) on the Depo Accounts, in case the rules for Fiduciary manager of the Fund foresee the Recordkeeping of rights to investment units on the Depo Accounts by the custodians with regard to the following peculiarities:

- Arising of fractional parts of the investment units on the Depo Accounts shall 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 Holder Depo Accounts shall 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 shall be only allowed as a result of subtraction of the amount of the investment units subject to redemption, conversion or transfer from the total number of the investment units recorded at the Nominee Holder Depo Account;

- At crediting the investment units to the Depo Accounts, fractional parts of the investment units shall be summed up;
- Reduction of a fractional part of the investment unit at the Depo Account of the investment units' owner, the Fiduciary manager Depo Account shall not be allowed, unless such reduction comes as a result of aggregation of fractional parts of the investment unit;
- Debiting from the Depo Account of a fractional part of the investment unit without its whole part shall be allowed only in case of redemption, exchange or transfer of the investment units at absence of the whole part of the investment unit, being subject to redemption, exchange or transfer, except for debiting from the Nominee Holder Depo Account and the Foreign Nominee Holder Depo Account.

9.6 Withdrawal of Securities

9.6.1 Withdrawal of the Issue of Securities shall 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 issue in relation to which they are deemed additional;
- Decision of the governing authority on recognition of the Issue of Securities as void;
- If the court decision on nullity of the Issue of Securities enters into the force;
- Liquidation of the Issuer of the Securities;
- Non-compliance of the CFI code of the Security to the requirements of the Order on qualification as a result of re-qualification of a foreign financial instrument;
- Termination of service as resolved by the Authorized Persons of the Custodian.

9.6.2 Withdrawal of the Issue of Securities shall be made within 1 (one) business day from the date of receipt of documents confirming the events specified in clause 9.6.1 of this chapter of the Terms and Conditions, by the Custodian.

9.6.3 The Custodian shall not be entitled to terminate service of the Issue of Securities in case the securities of such Issue are recorded on the Depositor Depo Account.

9.6.4 Termination of servicing the Issue of Securities of the liquidated Issuers and debiting thereof from the Custodian's Depositor Depo Accounts shall be performed by the Custodian only upon receipt of the following confirmations:

- Confirmation from the Registrar that has held the register of the liquidated Issuer or a statement from the Sub-Custodian; 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 shall be considered as confirmation.

10. Special aspects of investments on the foreign securities markets

10.1 The Depositor agrees that risks of investments in the foreign Securities related to the peculiarities of functioning of the foreign markets are known to the Depositor and accepted in full.

10.2 The Custodian shall not be liable to the Depositor for consequences related to actions of foreign Sub-Custodians and other third parties with respect to the Depositor's Securities, including but not limited to:

- blocking of the Securities and/or introduction of sanctions with regard to the Depositor/Securities belonging to the Depositor for the reasons not depending upon the Custodian;
- in case of compensation of income on Securities, undertaken by a foreign Sub-Custodian (the procedure envisaging debiting of previously paid and credited amount of income on the Securities in case the settlement of the transaction has occurred after the record date established for receipt of income on the Securities);
- in case of debiting of the Securities as the result of erroneous actions of a foreign Sub-Custodian;
- in other cases related to the actions of a foreign Sub-Custodian the depositor of which the Custodian has become in accordance with the direct written instruction pursuant to clause 9.2.10 of Chapter 2 of the current Terms and Conditions.

10.3 The Depositor acknowledges that as a result of corporate actions held by the issuer of Securities, the Securities may be converted into foreign financial instruments not qualified as Securities. Such foreign financial instruments will be written off from the depository recordkeeping and may be credited to the unidentified persons account in the recordkeeping being analogous to depository recordkeeping

CHAPTER 3. CUSTODY TRANSACTIONS

1. General provisions

1.1 Types of Custody Transactions

1.1.1 Below are the following types of Custody Transactions to be carried out by the Custodian:

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

1.1.2 **Inventory Transactions** are the Custody Transactions resulting in changes only in balances of Securities on the Depo Accounts with the Custodian. The Inventory Custody Transactions shall include:

- Credit (acceptance of securities for recordkeeping);
- Debit (withdrawal of securities from recordkeeping);
- Transfer (debit of securities from one passive Depo Account (Sub-Account) and credit to another passive Depo Account (Sub-Account));
- Movement (debit of securities from one active Depo Account (Sub-Account) and credit to another active Depo Account (Sub-Account));
- Cancellation/amendment of the Instruction on the Depo Account.

1.1.3 **Administrative Transactions** are the Custody Transactions resulting in changes in the questionnaires of the Depo Accounts and other recording registers of the Custodian, except for balances of Securities on the Personal Depo Accounts of the Depositors. The Administrative Transactions shall include:

- Opening the Depo Account (Depo Sub-Account);
- Closing the Depo Account (Depo Sub-Account);

TERMS AND CONDITIONS OF CUSTODY OPERATIONS (CLIENT'S REGULATIONS)

- Changing the questionnaire data (details of the Depo Account);
- Appointment of the Depo Account (Depo Sub-Account) Authorized Representatives;
- Cancellation of the authorities of the Depo Account (Sub-Account) Authorized Representatives.

1.1.4 **Informational Transactions** are the Custody Transactions related to generation of reports and statements on the Depo Account and other recording registers of the Custodian or on execution of the Custody Transactions. The Informational Transactions shall include:

- Generation of statement on the Depo Account or other recording registers of the Custodian;
- Generation of statement on opening/closing of Depo Account;
- Generation of the report on transactions on the Depositor Depo Account;
- Generation of the report on execution of transaction on the Depositor Depo Account;
- Generation of information on Owners of Securities, the Depositors of the Custodian.

1.1.5 **Complex Transactions** are the Custody Transactions, including different types of transactions as components: Inventory, Administrative and Informational Transactions. The Complex transactions shall include:

- Blocking/fixation of encumbrances on Securities;
- Unblocking/fixation of termination of encumbrances on Securities;
- Blocking of Securities upon agreement of the parties;
- Unblocking of Securities upon agreement of the parties;
- Pledge on the Securities;
- Release of Pledge on the Securities;
- Subsequent Pledge on the Securities;
- Release of subsequent Pledge on the Securities;
- Assignment of rights on the Securities;
- Transfer of ownership rights on the pledged Securities.

1.1.6 **Global Custody Transactions** are the Custody Transactions resulting in changes in the status of all or considerable part of the recording registers of the Custodian connected with the Issue of Securities. As a rule, the execution of Global Custody Transactions occurs on the Issuer's initiative and is related to performance of Corporate Actions by it. The Custodian may request for an Instruction from the Depositor on execution of the Global Custody Transaction. The Global Custody Transaction shall include:

- Conversion of Securities;
- Withdrawal (redemption) of Securities;
- Splitting or consolidation of Securities;
- Accrual of income on Securities;
- Consolidation of Additional Issue of Securities (hereinafter consolidation of Issues of Securities);
- Liquidation of the individual number (code) of the Additional Issue of Securities and consolidation of the Additional Issue of Securities with securities of the Issue in relation to which they are deemed additional (hereinafter liquidation

1.2 Basis for Performance of Custody Transactions

1.2.1 Transactions on the Depo Account shall be performed by the Custodian based on the following documents:

- Instructions/applications of the established sample or prepared in free format and containing all the details specified in the relevant Instructions/applications of the established form accepted for execution from the Depositors, their Authorized Representatives or Depo Accounts Operators;
- Instructions on execution of brokerage services for purchase/sale of Securities on Custody Transactions' settlement upon results of stock exchange transactions commenced by the Bank within the framework of brokerage service of the Depositor;
- The Register of Brokerage Transactions and (or) reports of Non-bank credit institution – the central counterparty National Clearing Centre (Joint Stock Company) on the Custody Transactions' settlement upon results of stock exchange transactions commenced by the Bank within the framework of brokerage service of the Depositor, without additional Instructions on behalf of the Depositor;
- Instructions on execution of brokerage services for purchase /sale of Securities on Custody Transactions' settlement upon results of off-exchange transactions commenced by the Bank within the framework of brokerage service of the Depositor;
- The Register of Brokerage transactions and reports of the Sub-Custodian on Custody Transactions' settlement upon results of off-exchange transactions commenced by the Bank within the framework of brokerage service of the Depositor, without additional Instructions on behalf of the Depositor;
- Documents determined by certain agreements with the Depositor;
- Court and other state authorities decisions;
- Documents confirming Corporate Actions;
- Reports of the Registrar/ other Custodian;
- Service instructions of Authorized persons of the Custodian.

1.2.2 The Depositor shall transfer the Instruction to the Custodian following the procedure specified in the Custody Agreement signed with the Depositor. The Depositor shall be entitled to send Instructions by means specified in chapter 4 of the Terms and Conditions.

1.2.3 The Instructions of the Depositor transferred via SWIFT must contain the key preliminary agreed between the Depositor and the Bank.

1.2.4 If an Instruction submitted to the Custodian in paper form, the Custodian must take measures on its check for compliance with the requirements established by the applicable legislation of the Russian Federation and the Terms and Conditions (verification of the Instruction).

1.2.5 The Instruction executed on two or more sheets must be stitched and sealed; Instruction pages numbered.

1.2.6 The Instruction must have the supporting documents attached, if it is specified by the Terms and Conditions, the regulations of the Russian Federation or the Basic Standard.

1.2.7 Depending on the Initiator of Custody Transaction, the following Instruction types shall be distinguished on:

- Client - the Initiator of Custody Transaction shall be the Depositor, its Authorized Representatives, Depo Account Operator or its Authorized Representatives;
- Administrative - the Initiator of Custody Transaction shall be the Authorized Persons of the Custodian;
- Official - the Initiator of Custody Transaction shall be the competent state authorities;
- Global - the Initiator of Custody Transaction shall be, as a rule, the Issuer or the Registrar as assigned by the Issuer.

1.2.8 Standard Instruction forms shall be the Attachments hereto.

1.2.9 The Custodian may refuse execution of the Instruction on the following grounds:

- The Instruction is submitted to the Custodian by method unauthorized by the Custody/Interdepository Agreement or any other agreement with the Depositor submitting the Instruction, or any other way not specified herein;
- The Instruction is executed in violation of the requirements of the Terms and Conditions of the Custodian;
- Composition or execution of the supporting documents does not satisfy the Terms and Conditions of the Custodian;
- The Instruction or the supporting documents lack data for execution of the Instruction or the information contained therein is contradictory;
- The Instruction is executed with amendments;
- Expiration of the term of validity of the Instruction envisaged by the Terms and Conditions of the Custodian.

1.2.10 The Custodian shall also be entitled to refuse to receive the Instruction, if the Depositor has a debt to the Custodian on payment for the Services, until the parties shall settle such issue.

1.2.11 The Custodian shall be entitled to refuse to execute the Depositor's Instructions for which no documents necessary for fixation of information in accordance with the Federal Law No. 115-FZ were provided earlier, or if the Custodian has considerable and reasonable doubts that its execution is aimed at legalization (laundering) of proceeds from crime, financing terrorism and financing of proliferation of mass destruction weapons in the order envisaged by the Bank.

1.2.12 The Custodian shall be entitled to request from the Initiator of the Custody Transaction to present additional documents and data necessary for execution of the Custody Transaction in compliance with the Terms and Conditions, the agreement with the Depositor, the requirements of the regulations of the Russian Federation and the Basic Standard.

1.2.13 Upon receipt of the Instruction, the Custodian executes the Instruction within the terms provided by clause 1.3 of this chapter or presents a motivated refusal of the Instruction execution (Attachment 16) within the terms provided by clause 1.3 of this chapter.

1.2.14 The Custodian shall not execute the Instruction in the following cases:

- The Instruction is signed by an unauthorized person;
- Data contained in the submitted documents does not correspond to the data contained in the recording registers of the Custodian;
- The amount of Securities held on the Depo Account/ Depo Sub-Account is insufficient to execute the transaction specified in the Instruction;
- Securities, in relation to which the Instruction is given, are levied with encumbrances and/or their disposal is limited during the term of validity of the Instruction, and execution of the Instruction may result in breach of such encumbrances (limitations);
- Documents necessary for performance of the Custody Transaction in compliance with the Terms and Conditions of the Custodian, applicable legislation of the Russian Federation, the regulations of the Bank of Russia and the Basic Standard are not submitted;
- At the date of crediting of the Securities Intended for Qualified Investors to the Owner Depo Account, the Custodian has no documented confirmation that the Depositor is the Qualified Investor, unless the Depositor has acquired the specified securities as a result of universal succession, conversion, including the reorganization, distribution of property of the legal entity under liquidation and in other cases established by the federal executive authority for the securities market/CBR. Moreover, such circumstance must be reflected in the Depositor's Instruction;
- The Instruction contradicts the applicable legislation of the Russian Federation and the regulations of the Bank of Russia;
- The Instruction bears no signatures of the persons whose signatures are stipulated by the Depositor's Questionnaire

and/or required in compliance with the documents that identify the range of persons authorized to dispose of the Depositor Depo Account;

- The Custodian has considerable and reasonable doubts in the authenticity of the Initiator of Custody Transaction signature or seal impression;
- Other grounds stipulated by the applicable legislation of the Russian Federation.

1.2.15 The Custodian shall present a motivated refusal in execution of the Instruction to the Depositor ([Attachment 16](#)) within the terms provided by clause 1.3 of this chapter or from the date of receipt of the written refusal in performance of the transaction necessary for execution of such Instruction from the Registrar or the Sub-Custodian.

1.2.16 The validity term of the client's Instruction shall be 1 (one) month from the moment of its issuance, after which the Custodian shall be entitled to cancel it. Unless otherwise provided by the legislation of the Russian Federation (including the regulations of the Bank of Russia) and (or) internal documents of the Sub-Custodian, the Instruction can be altered or revoked during its term at the initiative of the Depositor or its Authorized Representative, provided that alteration or revocation of the Instruction is technically feasible based on current market practices.

1.2.17 In cases stipulated by the federal laws or other regulations of the Russian Federation, the Custodian is obliged to implement duly executed written resolutions of the state authorities:

- Courts (arbitration and of general jurisdiction);
- Bodies of inquiry and preliminary investigation;
- Bailiffs;
- Other state authorities in compliance with the applicable legislation.

1.2.18 Written resolutions of the state authorities must be accompanied with the necessary documents (court decisions; writs of execution; resolutions of bodies of inquiry and preliminary investigation, and other documents in compliance with the applicable legislation).

1.2.19 The Custodian shall execute the administrative instructions in compliance with the internal instructions; and Authorized Persons of the Custodian shall sign such administrative instructions.

1.3 Terms for Execution of Custody Transactions

The term of the Custody Transaction (administrative, inventory, informational, global, complex) runs from the moment of acceptance (registration in the accounting system) of the Instruction by the Custodian or other ground-document (the latest, in case there are few of them) in order to carry out the Custody Transaction under the Terms and Conditions, the legislation of the Russian Federation (including the regulations of the Bank of Russia) and the Basic Standard and does not exceed the term (SD), which is determined by the formula specified below. Nonetheless, RD and/or TD and/or N may be excluded from the formula depending on the type of Custody Transaction.

$SD = RD + TD + N + D$, where

SD is the term for execution of the Custody Transaction (no more than 30 (thirty) business days);

RD is the date of acceptance (registration in the accounting system) of the Instruction by the Custodian or other ground-document (the latest, in case there are few of them) in order to carry out the Custodian transaction;

TD is the term required to pass the Instruction or other ground-document (the latest, in case there are few of them) to the structural subdivision of the Custodian entitled to execute the Custody Transactions;

N is the term required for the Sub-Custodian/Registrar to process the Instruction of the Custodian and pass the statement of performance to the Custodian; the term required for verification of information indicated in clause 9.2.9 of Chapter 2 of the current Terms and Conditions;

D is 1 (one) business day required for the Custodian to execute the Custody Transaction and/or incorporate it into the custodian register taking into account the date of the execution stated by the Depositor in the Instruction, and/or motivated refusal in execution of Instructions transactions, or 3 (three) business days for provision of reports/statements/information

upon request of Depositors, or execution of Administrative Custody Transactions.

In case the last day of the term SD is a non-business day, the expiry date of the term shall be the following business day.

In case the legislation of the Russian Federation (including the regulations of the Bank of Russia) and the Basic Standard stipulate terms for execution of the Custody Transactions other than those specified in the Terms and Conditions, the Custody Transactions are executed by the Custodian within the terms provided by the legislation of the Russian Federation (including the regulations of the Bank of Russia) and the Basic Standard.

1.4 Corrective Entries of the Custodian

1.4.1 If any errors in entries on the Depo Accounts, correction of which is permitted by the legislation of the Russian Federation, occur, the Custodian shall be entitled to make 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 executed or statement on the Depo Account has been sent to the Depositor.

1.4.2 In case the report on the transaction executed or statement on the Depo Account has been sent to the Depositor, the Custodian shall be entitled to make corrective entries only with consent of the Depositor or any other person authorized to provide instructions or requests on making corrective entries in accordance with the federal laws or Agreement. Consent of the Depositor shall be formalized by an Instruction and submitted to the Custodian by means specified in the Depositor's Questionnaire.

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

In case the amount of Securities recorded by the Custodian on the Depo Accounts and the Unidentified Persons Account exceeds the amount of the similar securities recorded on the Depo Accounts/personal Accounts opened to the Custodian with the Registrar and/or the Sub-Custodians, the Custodian shall debit the Securities from the Depo Accounts and/or Unidentified Persons Account not later than the business day following the day when such excess was revealed, as follows:

- By taking the necessary steps to identify the Depositors whose Depo Accounts must be debited with the Securities, and provided that such Depositors are identified, by debiting their Depo Accounts with the mismatching Securities pursuant to the Official Instruction of the Custodian's Authorized Representatives in reverse chronological order;
- In case of failure to identify the Depositors whose Depo Accounts must be debited with the Securities and provided that the amount of securities on the Unidentified Persons Account is sufficient – by debiting the Unidentified Persons Account with the mismatching Securities pursuant to the Official Instruction of the Custodian's Authorized Representatives;
- In case of failure to identify the Depositors whose Depo Accounts must be debited with the Securities or if the amount of such Securities is insufficient on the Unidentified Persons Account to eliminate the excess, – first by debiting the Unidentified Persons Account pursuant to the Official Instruction with the missing amount of Securities (subject to availability of Securities identified as excessive on this account) followed by debiting the Depositors' Depo Accounts with the amount of Securities that is missing after the debiting of the Unidentified Persons Account prorated to the amount of Securities recorded on each Depo Account in reverse chronological order.

1.4.4 From the date of revealing of the fact of the securities excess on the Depo Accounts and the Unidentified Persons Account in relation to the amount of the similar Securities on the accounts of the Custodian with the Registrar and/or the Sub-Custodians, before the date of debiting the Securities in compliance with clause 1.4.3 of this chapter of the Terms and Conditions, the Custodian shall not make any entries on the Depo Accounts and the Unidentified Persons Account, except for entries made for purposes of such debiting.

1.4.5 The Custodian shall provide for crediting of Securities debited in compliance with clause 1.4.3 of this chapter of the Terms and Conditions or compensate for losses caused to the Depositors, within one (1) year. In addition, crediting of Securities or compensation for losses shall be possible only if the cause and the party in default of excess in the amount of securities on the Depo Accounts and the Unidentified Persons Account in relation to the amount of the similar Securities on the accounts of the Custodian with the Registrar and/or the Sub-Custodians is detected. In case the Custodian is not the party in default, crediting of Securities or compensation for losses shall be performed only in case the faulty party returns Securities or compensates for losses.

1.4.6 The Custodian shall be released from the duties stipulated by clause 1.4.5 of the Terms and Conditions, if the debiting

of Securities was due to the actions by another custodian (foreign custodian) in case the Custodian has become the depositor of such custodian as instructed by its Depositor in writing.

2. Administrative Transactions

2.1 Depo Account (Sub-Account) Opening

2.1.1 The Depositor Depo Account (Sub-Account) opening represents actions on entry of the data on the Depositor to the recording registers by the Custodian, allowing the unambiguous identification of the Depositor and the execution of transactions on its account.

2.1.2 In order to open the Depo Account, the Depositor shall submit a set of documents specified in [Attachment 1](#) to the Terms and Conditions, to the Custodian. The Custodian shall be entitled to refuse the Depositor in conclusion of the Custody Agreement and in the Depo Account opening 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 completion of all checks established by the Bank in relation to the Depositor, the Depositor's Authorized Representatives, beneficiaries, beneficiary owners and all attached documents, the Custody Agreement shall be signed by the Authorized Persons of the Custodian.

2.1.4 The Custodian shall not limit the number of the Depo Accounts to be opened to one Depositor. Opening each Depo Account shall not require the conclusion of a separate Agreement.

2.1.5 Opening of a new Depo Account shall be allowed to the Depositor in case of the relevance of its identification data and the conduct of audit checks, provided for by the internal documents of the Bank

2.1.6 The signed and stitched copy of the Custody Agreement shall be kept with the Custodian for one (1) month, and then sent to the customer by post or via the Curator.

2.1.7 Opening of the Depositor Depo Account shall be performed within the term specified in clause 1.3 of chapter 3 of the Terms and Conditions, provided that all documents are duly executed and completed in compliance with the requirements of the Custodian.

2.1.8 A number, being unique within the Custodian, shall be assigned to the Depo Account at the time of opening.

2.1.9 The Depositor shall receive the number of the Depo Account and indicate it on all the Instructions, orders, requests and other documents, passed to the Custodian.

2.1.10 The rules for coding the Depo Accounts shall be determined by the Custodian in compliance with the requirements of the CBR and the internal instructions of the Custodian.

2.1.11 Opening of the Depo Account shall not be followed by immediate crediting of Securities thereto on a mandatory basis. It is allowed to have the Depo Account on which no Securities are recorded.

2.1.12 As soon as the Depo Account opening procedure is finalized, the Report on execution of the transaction ([Attachment 10](#) or in free format) shall be sent to the Depositor as specified in the Depositor's Questionnaire.

2.2 Changing of Depo Account Details (Data in the Depositor Questionnaire)

2.2.1 The Depo Account details changing represents the Custodian's actions on changing of the Depositor's information contained in the recording registers of the Custodian.

2.2.2 The Depositor shall immediately notify the Custodian in writing of any changes in the data specified in the Depositor's Questionnaire or in the documents submitted to the Custodian at opening of the Depo Account. At the same time, the following documents shall be submitted:

- Depositor's Questionnaire with amendments;
- Documents, confirming the change in questionnaire data, executed in compliance with the requirements of the Terms and Conditions to the documents for the Depo Account opening ([Attachment 1](#)).

2.2.3 When it is necessary to terminate/change powers of attorneys for the Authorized Representatives of the Depositor, the Depositor submits an application for termination of authorities under the power of attorney in a free format to the Custodian and, when necessary, issues a new power of attorney in compliance with the requirements of the applicable legislation and the Terms and Conditions.

2.2.4 When it is necessary to make changes in the Depositor`s sample signature and seal card, the Depositor submits a new card with sample signatures and seal impression. It is allowed to submit to the Custodian several signature albums containing signatures of different Authorized Representatives of the Depositor. In addition, the Depositor also presents copies of documents, certifying the identity of the persons specified in the card with sample signatures and seal impression and empowering documents for the Depositor`s Authorized Representatives.

2.2.5 After changing the details of the Depo Account, the Custodian shall keep the information on the former details.

2.3 Depo Account (Sub-Account) Closure

2.3.1 The Depositor Depo Account closure represents actions of the Custodian on input to its recording registers of information, ensuring the impossibility to perform any transactions on the Depo Account, except for Informational Transactions.

2.3.2 Closing of the Depo Account shall be performed in the following cases:

- Upon written application of the Depositor;
- At liquidation of the Custodian;
- At liquidation (reorganization) of the Depositor;
- Upon death of the Depositor;
- At revocation of the Custodian`s license of the professional securities market participant for the right to carry out the Custody 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 Custody Activity or for the right to carry out the activity on securities management from the Depositor-Custodian or the fiduciary manager, respectively;
- On the initiative of the Custodian;
- On the initiative of the Custodian in accordance with the Federal Law № 115-FZ.

The Custody Agreement shall be terminated as follows:

- If the last Depo Account opened under such Agreement is closed;
- In case of unilateral refusal to perform the Agreement by the Custodian. In this case, the Custodian shall give a notice of Agreement termination and Depo Account closure 30 (thirty) days prior to the termination date, except as a different date is fixed in the Agreement.

2.3.3 On the initiative of the Custodian in accordance with the Federal Law No. 115-FZ The Depo Account closure shall be performed based on the application for the Depo Account closure received from the client (Attachment 3) or the Official Instruction of the Custodian. At that, the following documents shall be attached to the Official Instruction:

- in case of closing of the Depo Account on the initiative of the Custodian – the free format notification from the Custodian on termination/ refusal to perform the Custody Agreement sent by means and upon the details specified in the Depositor`s Questionnaire;
- in case of liquidation of the Depositor – a document confirming the entry on liquidation of the legal entity in the Uniform State Register of Legal Entities (entry on exclusion of the legal entity from the Uniform State Register of Legal Entities as inactive) or a similar document (for non-resident Depositors);
- in case of reorganization of the Depositor – a copy of the delivery-acceptance act certified by the reorganized legal entity or a similar document (for non-resident Depositors), as well as the document confirming the entry of the

creation of the reorganized legal entity in the Uniform State Register of Legal Entities;

- in case of death of the Depositor – certificate of death of the Depositor or a different document confirming the fact of death of the Depositor.

2.3.4 The Depo Account on which Securities are recorded may not be closed. To close the Depo Account on which Securities are recorded, the Depositor, beside the application for the Depo Account closure, shall submit to the Custodian the Instruction on withdrawal of the Securities safe kept on the Depo Account. In such case, the Custodian shall accept the application for the Depo Account closure for execution only upon completion of the transaction on withdrawal of the Securities from the Depositor Depo Account. In case of termination of the Custody Agreement upon the initiative of the Custodian and the positive balance on the Depo Account, the Custodian has the right to initiate the transfer of the Depositor's Securities depending on their Place of safekeeping to the personal account of the Depositor with the Registrar (in case of its availability) or the account of clients of nominee holders with the Sub-Custodian on the basis of the official Instruction upon expiration of 30 (thirty) days or a different term specified in the Custody Agreement, when the Depositor was notified about the Agreement's termination. The Custodian shall forward to the Depositor a report on the executed transaction with the indication of the Registrar or the Sub-Custodian and the account number, to which the Securities were credited, not later than the day following the day when the Securities were debited from the Depositor's Depo Account by means specified in the Depositor's Questionnaire.

2.3.5 In case of liquidation of the Depositor, who is a legal entity and the positive balance on the owner's Depo Account, the Custodian has the right to transfer the Securities to the Unidentified Persons Account opened with the Registrar or the Sub-Custodian.

2.3.6 In case the Custodian received certificate of death of the Depositor or a different document confirming the fact of death of the Depositor (for instance, certificate of inheritance, the court's decision to declare the Depositor deceased, which entered into force) the Custody Transactions in such Depositor's Depo Account shall be suspended till the moment of transfer of rights to Securities owned by it to other persons by inheritance in accordance with the will or federal laws.

2.3.7 In the event of Depo Account closure due to liquidation (reorganization) of the Depositor-legal entity, exclusion of data on the Depositor-legal entity from the Uniform State Register of Legal Entities, death of the Depositor-individual, the entries are made only upon debiting of Securities from its Depo Account in the manner specified in the Terms and Conditions.

2.3.8 The Depositor Depo Account on which the Custodian has accepted Instructions for participation in a corporate action, and such corporate action has not been completed, may not be closed, unless there is a separate special agreement between the Custodian and the Depositor regarding actions of the Custodian.

2.3.9 The application for closing of the Depo Account shall be accepted by the Custodian for execution upon completion of total mutual settlements between the Custodian and the Depositor.

2.3.10 Upon completion of the actions on the Depo Account closure, the Report on the Depo Account Closure ([Attachment 10](#)) shall be sent to the Depositor or its successors (if applicable) as specified in the Depositor's Questionnaire. The notice of closure of the last Depo Account sent to the Depositor shall equally serve as the notice of Agreement termination.

2.3.11 It shall not be allowed to re-open the Depo Account that has been closed.

2.3.12 The number of the closed Depo Account may not be used repeatedly.

2.3.13 The information on the closed Depo Accounts shall be available in the same mode as the information on open Depo Accounts for not less than 5 (five) years from the date of closing. Upon expiry of such period, the information on closed Depo Accounts shall be transferred to the archives where it is to be kept for at least 5 (five) years from the date of transfer to the archives.

2.4 Appointment of Authorized Representatives

2.4.1 The appointment of Authorized Representatives shall be performed based on the set of documents specified in [Attachment 1](#) to the Terms and Conditions.

2.4.2 To dispose of one Depo Account, several Authorized Representatives may be appointed.

2.4.3 The transaction on the appointment of Authorized Representatives encompasses entries of data on such persons in the accounting registers of the Custodian.

2.4.4 The appointment of Authorized Representatives shall not involve restrictions of the Depositor's rights to dispose of this Depo Account.

2.4.5 The Custodian shall not be liable to the Depositor for losses resulting from actions of Authorized Representatives.

2.5 Termination of Authorized Representatives Authorities

2.5.1 The termination of Authorized Representatives authorities shall be performed based on the following documents:

- An official letter of the Depositor 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); or made in a free form and signed with own hand (for Depositors-individuals);
- Notification on revocation of power of attorney provided by the Depositor to its Authorized Representatives;
- Automatically, at the date of expiry of the power of attorney issued by the Depositor.

3. Inventory Transactions

3.1 Acceptance of Securities for Recordkeeping

3.1.1 Acceptance of securities for recordkeeping (Crediting) is the Custody Transaction on crediting the Securities to the Depositor Depo Account.

3.1.2 The basis for crediting the Securities to the Depo Account shall be acceptance by the Custodian of the respective Instruction or another document, stipulated by clause 1.2 of chapter 3 of the Terms and Conditions, in cases envisaged by the Terms and Conditions of the Custodian; and if it contains the term and/or the condition for its performance, the occurrence of the respective date and/or condition.

3.1.3 The Custodian shall accept for recordkeeping only the Securities that have been accepted for service in the Custodian.

3.1.4 The Custodian shall accept for recordkeeping the Securities Intended for Qualified Investors on the Owner Depo Account 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, as well as in other cases established by the CBR.

3.1.5 The acceptance for recordkeeping of the Securities shall occur depending on the type of transactions and at simultaneous availability in the Custodian of:

- Depositor's Instruction ([Attachment 4](#));
- Notification of crediting such Securities to the account of the Custodian, being the Nominee Holder, opened with the Registrar or the report on crediting the Securities to the account of the Custodian being the Nominee Holder opened with the Sub-Custodian;
- Cash on the receiver's account (for execution of operations "Receive of Securities Versus Payment").

3.1.6 Subsequent to the results of brokerage transactions carried out by the Bank under the Depositor brokerage servicing for acceptance of Securities:

- The type of the Custody Transaction – debiting or crediting of Securities – is determined in accordance with the Register of Brokerage Transactions and/or the data of the Primary Documents as follows: the purchase is the crediting of Securities to the Depo Account; sale is the debiting of Securities from the Depo Account.

The type of the Custody Transaction, as well as the number of Securities may be determined based on the Primary Documents in compliance with the principle of balancing transactions in terms of one Issue of Securities on the corresponding Depo Account. In case balancing of transactions leads to an aggregate decrease in the number of Securities, the type of Custody Transaction is determined as debiting of Securities from the Depo Account, in case of the increase – as crediting of Securities to the Depo Account. In case the number of Securities remains constant, the Custody Transaction may not be set up.

- Type, category, Issue, identifier, ISIN, CFI and other data, allowing unambiguous identification of Security, is determined in accordance with the data on the brokerage transaction contained in the Register of Brokerage Transactions and/or the Primary Documents;
- Number of Securities under the Custody Transaction is determined in accordance with information on the brokerage transaction contained in the Register of Brokerage Transactions or the Primary Documents in compliance with the principle of balancing transactions in terms of one Issue of Securities;
- The term for execution of the Custody Transaction is determined in accordance with the Terms and Conditions;
- The Depositor Depo Account, for which the Securities are debited or credited, is determined depending on the place of transaction with Securities and the type of Security specified in the Register of the Brokerage Transactions and/or the Primary Documents by way of matching the above-mentioned information with the data on the number and assignment of the Depositor Depo Accounts available at the Depositor's accounting books, in particular:
 - Trading Depo Account (NCC clearing) shall be selected for the Moscow Exchange JSC as the place of transaction;
 - Trading Depo Account (NSD clearing) for Securities of Russian Issuers and Depo Account (Euroclear) for foreign Securities shall be selected for the OTC market as the place of transaction.
- Other parameters are also determined based on the data contained in the Register of Brokerage Transactions and/or the Primary Documents, if necessary.

In case of discrepancies between the data from the Register of Brokerage Transactions and the data from the Primary Documents, including errors in the Register of Brokerage Transactions, the Custodian shall be guided by the Primary Documents in case it justifiably believes that they are correct and allow for execution of the Custody Transaction.

3.1.7 The completion of the transaction on acceptance of the securities for Recordkeeping shall be the submission of the report on the completion of the transaction to the Depositor/Initiator of Custody Transaction ([Attachment 11](#)).

3.2 Withdrawal of Securities from Recordkeeping

3.2.1 Withdrawal of securities from recordkeeping (Withdrawal) represents a Custody Transaction on debiting of certain amount of Securities from the Depositor Depo Account.

3.2.2 The basis for debiting of Securities from the Depo Account shall be acceptance by the Custodian of the respective Instruction or another document stipulated by clause 1.2 of chapter 3 of the Terms and Conditions in cases envisaged by the Terms and Conditions of the Custodian; and if it contains the term and/or the condition for its execution, the occurrence of the respective date and/or condition. Withdrawal of Securities is also carried out on other grounds stipulated by the legislation of the Russian Federation (including the regulations of the Bank of Russia).

3.2.3 Withdrawal from recordkeeping shall be performed:

- At debiting the Securities from the separate account of the Custodian, being the Nominee Holder, in the register of Owners of the Registered Emissive Securities with the Registrar or from the Custodian Nominee Holder Depo Account opened with the Sub-Custodian;
- At termination of the Custody/Interdepository Agreement.

3.2.4 Withdrawal of Securities from recordkeeping in case of termination of the Custody/Interdepository Agreement shall be made by way of debiting the Securities of the Depositor from its Depo Account and initiation of crediting the Securities to the separate account of the Depositor opened with the registrar of Owners of Securities or to account of the Nominee Holder clients opened by the Custodian carrying out centralized safekeeping of the Securities.

3.2.5 The Custodian shall not withdraw the Securities from recordkeeping if:

- The Securities are blocked on the Depo Account;
- Registrar or the Sub-Custodian rejects the transaction.

3.2.6 The completion of the transaction on withdrawal of Securities from recording shall be the transfer of the report on the

completion of the transaction to the Initiator of Custody Transaction ([Attachment 11](#)).

3.2.7 With respect to brokerage transactions carried out by the Bank under the Depositor brokerage servicing, withdrawal of Securities from recordkeeping is executed in the manner similar to that specified in clause 3.1.6 of this chapter of the Terms and Conditions.

3.3 Transfer of Securities on Depo Accounts

3.3.1 The transfer of the Securities represents:

- Transfer of the Securities from the Depositor Depo Account to the Depo Account of another Depositor;
- Transfer of the Securities between Sub-Accounts of one Depo Account.

3.3.2 At transfer of the Securities on the Depo Accounts, a simultaneous debiting of the securities from one Depo Account (Depo Sub-Account) and crediting to another one occurs.

3.3.3 The transfer of the Securities in the Custodian from the Depositor Depo Account to the Depo Account of another Depositor shall be executed based on two matching Instructions of the Depositors ([Attachment 4](#)) on which Depo Accounts the transaction is to be executed.

3.3.4 The completion of the transaction on transfer of the Securities on Depo Accounts shall be the submission of the report on the completion of the transaction to the Initiator of Custody Transaction ([Attachment 11](#)).

3.4 Movement of the Securities

3.4.1 The movement of the Depositor's Securities represents the action of the Custodian on changing the Place of Safekeeping of the Securities.

3.4.2 At movement of the Securities, the amount of the Securities recorded on the Depositor Depo Account shall not change.

3.4.3 At movement of the Securities, the transaction on debiting the Securities from one Place of Safekeeping's Depo Account and the transaction on crediting to another Place of Safekeeping's Depo Account is executed.

3.4.4 The transaction on movement shall be performed on the basis of:

- Instruction of the Depositor ([Attachment 4](#));
- The Registrar's notification on the transaction executed on the account of the Custodian, being the Nominee Holder, or the report on the transaction executed on the interdepository account of the Custodian in the Sub-Custodian.

3.4.5 The completion of the transaction on movement of the Securities shall be the submission of the report on the completion of the transaction to the Depositor ([Attachment 11](#)).

3.5 Cancellation/Amendment of the Instructions

3.5.1 Cancellation of the Instructions earlier submitted to the Custodian shall be executed based on the Instructions ([Attachment 4](#)).

3.5.2 Amendment of the Instructions earlier submitted to the Custodian shall be executed based on the Instructions ([Attachment 4](#)).

3.5.3 The Client's Instruction received by the Custodian but non-executed for reasons specified in clause 1.2.14 of this chapter of the Terms and Conditions, and not cancelled by the Client itself upon expiry of the terms specified in clause 1.2.16 of this chapter of the Terms and Conditions shall be cancelled by the Custodian on a unilateral basis.

3.5.4 The Custodian shall not accept for execution the Instruction on cancellation/amendment of the Instruction and shall 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 Sub-Custodian.

3.5.5 If the Terms and Conditions require any documents signed by any persons other than Initiator of Custody Transaction

(e.g., the Pledgee, counterparty, etc.) which shall serve as the basis for execution of the transaction, the Instruction on cancellation/amendment of the transaction must be signed by such persons as well.

3.5.6 The Custodian shall be entitled to, on its own initiative, cancel the non-executed Instruction of the Depositor if such Instruction has the 'non-executed' status for over one month. In such case, the Instruction shall be cancelled on the initiative of the Custodian.

3.5.7 Once the Instruction cancellation is completed, the Initiator of Custody Transaction shall be provided with the Report on completion of the transaction not later than a business day following the Instruction cancellation date ([Attachment 15](#)).

4. Informational Transactions

4.1 General Provisions

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

- Depositors;
- Authorized Representatives of the Depositors;
- Supervising authority within the framework of its authorities at holding inspections of the Custody Activities;
- Other authorities and their officers, in cases stipulated by the legislative and other regulations of the Russian Federation or the agreement with the Depositor.

4.1.2 Reports on transactions, statements and other reports shall be transferred to the Depositor or the Authorized Representatives of the Depositor by means and within the term specified in the Depositor's Questionnaire. No statements on zero-balance accounts shall be issued.

4.1.3 In case of inconsistency in the recording data, the Depositors shall inform the Custodian 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. The absence of objections from the Depositor against the depo account balances at the end of the calendar month within 2 (two) weeks after the end of the relevant month shall be treated as the Depositor's consent.

4.1.4 Reports and statements subject to personal delivery to the Depositor, the Authorized Representatives of the Depositor or the Initiator of Custody Transaction, in compliance with the respective indication in the Depositor's Questionnaire shall be kept with the Custodian until being demanded by the Depositor in accordance with clause 2.2. of chapter 4 of the Terms and Conditions.

4.1.5 The Custodian is entitled to sign reports and statements using the facsimile transmission of the signature (facsimile) of the Authorized Persons of the Custodian. The Depositor and the Custodian acknowledge reports compiled with the usage of facsimile of Authorized Persons of the Custodian as having the same legal power as the reports personally signed by Authorized Persons of the Custodian. Upon the Depositor's request, the Custodian shall provide the reports with the original signature of the Authorized Persons of the Custodian.

4.2 Generation of Confirmations on Transactions Executed on the Depo Account

4.2.1 Upon results of the Custody Transactions, the Custodian shall generate reports on the transactions executed on the Depo Account to the Depositor not later than 1 (one) business day following the transaction day and forward the reports to the Depositor by means specified in section 2 of chapter 4 of the Terms and Conditions and in the Depositor's Questionnaire.

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

4.3 Generation of the Statement on the Depo Account or Other Recording Registers of the Custodian

4.3.1 The generation of the Statement on the Depo Account ([Attachment 8](#)) or other recording registers of the Custodian represents the action of the Custodian on execution and passing to the Depositor of the information on the status of the Depo

Account or other recording registers of the Custodian. The statement on the Depositor Depo Account shall be issued on a given date.

4.3.2 The transaction on generation of the statement on the Depo Account shall be executed on the basis of:

- Request for information ([Attachment 6](#));
- Data entered by the Depositor to the Depositor's Questionnaire;
- Inquiries from the state or other authorities in compliance with the applicable legislation.

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

- All Securities on the Depositor Depo Account;
- Certain type of Securities;
- All types of Securities of one Issuer;
- On certain Sub-Account of the Depositor Depo Account.

4.3.4 The statement on the Depo Account shall be issued within the terms provided by clause 1.3 of this chapter from the acceptance date of the request for information.

4.3.5 The statement on the Depo Account confirming the right to the Securities as of the specific calendar date may as well contain information on the amount of the Securities on the Depo Account as of the end of the Operational Day as of the relevant calendar date.

The statement provided hereunder may also contain information about the amount of the Securities on the Depo Account as of the start of the current Operational Day if it is stated there that the statement is issued for the purpose of submitting suggestions on amendment of the agenda, on nomination of candidates for management and other bodies of the entity or requirement on holding the extraordinary general shareholder meeting.

The information on the amount of the Securities on the Depositor Depo Account may also be provided upon the Depositor request submitted prior to the end of the current Operational Day if such a request is not related to execution of the Depositor rights to the Securities. However, if such is the case, the document containing the abovementioned information shall not be deemed a statement on the Depo Account and may not be used to confirm the Depositor rights to the Securities.

The statement resulting from the Operational Day of the Custodian may be delivered via automatic distribution after the end of the Operational Business day of the Custodian reflecting Custody transactions for the respective calendar day. In case of necessity to make adjustments of transactions in the respective Operational day after distribution of the statement, the Custodian is obliged to deliver the final statement to the Depositor after the closure of the Operational Day.

4.4 Generation of the Report on Transactions on the Depositor Depo Account

4.4.1 The generation of the report on transactions on the Depositor Depo Account ([Attachment 9](#)) represents actions of the Custodian on execution and issue of the information on changes in the status of the Depo Account for a certain period to the Initiator of Custody Transaction.

4.4.2 The transaction on generation of the report on transactions on the Depositor Depo Account shall be executed based on:

- Request for information ([Attachment 6](#));
- Inquiries from the state or other authorities in compliance with the applicable legislation.

4.4.3 The report on the transactions on the Depositor Depo Account shall be issued within the terms provided by clause 1.3 of this chapter from the acceptance date of the request for information.

4.5 Generation of Information on Owners of Securities – the Depositors of the Custodian

4.5.1 Generation of information on Owners of securities – the Depositors of the Custodian – represents actions of the Custodian on execution and issue of the information on Owners of Securities – the Depositors of the Custodian – in connection

with the register collection to the Registrar, the Sub-Custodian or the competent authorities in compliance with the legislative and other regulations of the Russian Federation.

4.5.2 The transaction on generation of information on Owners of Securities – the Depositors of the Custodian – shall be executed based on the request from the Registrar or the Sub-Custodian in compliance with the legislation of the Russian Federation.

5. Complex Transactions

5.1 Blocking of the Securities/Fixation of Restriction on the Securities

5.1.1 Blocking of the Securities/fixation of restriction on the Securities represents actions of the Custodian aimed at establishing restrictions on performance of transactions with the Securities recorded on the Depositor Depo Account (with the exception of fixation of encumbrance on Securities with Pledge in accordance with clause 5.5 of this chapter of the Terms and Conditions).

5.1.2 The initiator of blocking the Securities/fixation of restriction on the Securities may be:

- The Depositor or its Authorized Representatives;
- The Custodian, in cases stipulated by the applicable legislation, the regulations of the Russian Federation or the Terms and Conditions;
- Competent authorities, in compliance with the legislative and other regulations of the Russian Federation.

5.1.3 Blocking of Securities/fixation of restriction on the Securities shall be performed by the Custodian by way of opening a separate Sub-Account within the Depositor Depo Account for separate recordkeeping of the Securities to be blocked (amount of the Depo Sub-Accounts and their types shall be determined by the Custodian at its own discretion) and transfer of the blocked Securities to such Sub-Account.

5.1.4 The basis for blocking the Securities/fixation of restriction on the Securities shall be:

- Instruction on blocking the securities ([Attachment 5](#));
- Instruction under the court judgements;
- Instruction under decision made by competent authorities of the Russian Federation;
- Inquiry of the court or notary public in case of death of the Depositor;
- Official Instruction of the Authorized Persons of the Custodian executed on the basis of decisions of the competent authorities, as well as other documents stipulated by the applicable legislation, the regulations of the Russian Federation;
- Depositor`s Instruction on participation in a corporate action, in other cases determined by the applicable legislation, regulations of the Russian Federation and the Terms and Conditions.
- Documents from the Sub-Custodians and Registrars certifying the blocking of the Securities as part of corporate action or otherwise;

5.1.5 Blocking of the Securities/fixation of restriction on the Securities 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).

5.1.6 In the Instruction on blocking the Securities/fixation of restriction on the Securities, the Depositor shall specify the date of commencement of blocking. In such case, the Custodian shall continue 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 Custodian shall continue execution of the Instruction within the terms stipulated by general provisions of processing Instructions specified in clause 1.3 of chapter 3 of the Terms and Conditions.

5.1.7 The completion of the Custody Transaction on blocking the Securities shall be transfer of the report on the completion of the transaction to the Initiator of Custody Transaction ([Attachment 11](#)).

5.1.8 The report on blocking the Securities shall be submitted not later than a business day following the day of transaction

on blocking the securities.

5.2 Unblocking the Securities/ Fixation of Termination of Restriction on the Securities

5.2.1 The unblocking of the Securities/fixation of termination of restriction on the Securities represents actions of the Custodian on termination of established restrictions on execution of transactions with the Securities recorded on the Depositor Depo Account.

5.2.2 The initiator of unblocking the Securities/termination of fixation of restriction on the Securities may be:

- Depositor;
- Authorized Persons of the Custodian, in cases stipulated by the applicable legislation, the regulations of the Russian Federation;
- Competent authorities, in compliance with the legislative and other regulations of the Russian Federation.

5.2.3 The basis for unblocking the Securities shall be:

- Instruction on termination of blocking the Securities ([Attachment 5](#));
- Office Instruction of the Authorized Persons of the Custodian based on decisions of the competent authorities, as well as other documents stipulated by the applicable legislation, the regulations of the Russian Federation;
- Documents from the Sub-Custodians and Registrars certifying termination of the blocking of the Securities as part of corporate action or otherwise;
- Documents serving as the basis for debiting the testator's account with the Securities;

Otherwise as provided for by the applicable legislation and regulations of the Russian Federation or hereby.

5.2.4 The transaction on unblocking the Securities 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 Securities may be conditioned by occurrence of certain date or event.

5.2.6 Upon results of the transaction execution on unblocking the Securities, the Depositor shall receive the report on the completion of the transaction ([Attachment 11](#)).

5.2.7 The report on unblocking the Securities shall be submitted not 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 The Custodian shall perform blocking of securities as agreed by the parties based on the respective agreement. In accordance with the applicable laws of the Russian Federation, the Custodian may also perform blocking of Securities based on an escrow agreement, in which it acts as an escrow agent.

5.3.2 Blocking the Securities as agreed by the parties shall be performed based on the free format Instruction signed by the Depositor or its Authorized Representatives and its counterparty or by virtue of an escrow agreement made between the Depositor, its counterparty and the Custodian acting as an escrow agent. The Depositor agrees that unblocking of the Securities shall be possible only subject to submission of the Instruction signed by the Depositor and its counterparty or subject to the amendment or termination of the escrow agreement serving as the basis for blocking the Securities.

5.3.3 In case the counterparty is not the Depositor of the Custodian, it must submit a set of documents to the Custodian, in compliance with the requirements of [Attachment 1](#) to the Terms and Conditions.

5.3.4 Blocking the Securities shall be performed by the Custodian by way of opening a separate Depo Sub-Account opening within the Depositor Depo Account for separate accounting of the Securities to be blocked (amount of Depo Sub-Accounts and their types shall be determined by the Custodian at its own discretion) and transfer of the blocked Securities to such Depo

Sub-Account.

5.3.5 The completion of the Custody Transaction on blocking the Securities shall be the transfer of the report on the completion of the transaction to the Depositor (Attachment 11).

5.3.6 The report on blocking the Securities shall be submitted to the Depositor or its counterparty not 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 may only be:

- the free format Instruction jointly signed by the Depositor or its Authorized Representatives and its counterparty. The Depositor shall not be entitled to unilaterally recall the Instruction submitted in compliance with the requirements of this clause either;
- amendment or termination of the escrow agreement serving as the basis for blocking the Securities.

5.4.2 The transaction on unblocking the Securities 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 the transaction execution, the Depositor shall receive the report on the completion of the transaction (Attachment 11).

5.4.4 The report shall be submitted to the Depositor or its counterparty not later than a business day following the day of transaction on unblocking the securities.

5.5 Pledge of Securities

5.5.1 Fixation of Pledge of Securities (encumbrance on Securities with Pledge) is the Custody Transaction related to posting in the Custody recording system of encumbrance on Securities of the Depositor by way of their transfer to the Depo Sub-Account 'Securities under Pledge' of the Depo Account of the Pledgor.

5.5.2 The pledge of Securities shall occur based on the Instruction of the Depositor-Pledgor or Authorized Representatives of the Depositor and the Pledgee or Authorized Representatives of the Pledgee.

5.5.3 In case the Pledgee is not the Depositor of the Custodian, it must submit a set of documents to the Custodian in compliance with the requirements of Attachment 1 hereto.

5.5.4 The basis for blocking/fixation of encumbrance shall be:

- Pledge instruction (Attachment 5). The pledge instruction shall be signed by the Pledgor and the Pledgee or their Authorized Representatives. The Pledgee may deliver a SWIFT message with details of a transaction in the capacity of signature of the pledge instruction. The Custodian shall consider this message an integral part of the pledge instruction. The SWIFT message should be delivered as prescribed by chapter 4 of the Terms and Conditions. On a mandatory basis, the pledge instruction shall indicate the details of the agreement under which the transaction on encumbrance is to be performed, the terms for termination of the Pledge/encumbrance, as well as all material terms of the transaction. The pledge instruction must be executed on one sheet.

5.5.5 Fixation of pledge shall occur by way of segregation of the Securities on a special Sub-account of the Depo Account of the Pledgor. Segregation of the Securities shall be performed by way of credit entry on the Securities encumbrance on the Depo-Account and/or entry on limitation of right to dispose of the Securities on the Depo Sub-Account "Securities under Pledge" on which such rights to encumbered Securities or the Securities with limited rights to dispose thereof are recorded.

5.5.6 Upon the actual fixation of the Pledge, the Pledgor and the Pledgee shall be given the report on execution of the transaction (Attachment 11).

5.5.7 The report on execution of the transaction shall be given not later than a business day following the day of transaction on encumbrance on the securities.

5.5.8 The Custodian in compliance with the terms of the pledge instruction shall determine the recipient of income on the

Securities under Pledge.

5.5.9 In case the Securities become the subject of several Pledge Agreements between the same Pledgor and Pledgee at once, the basis for fixation of additional encumbrance shall be:

- pledge instruction ([Attachment 5](#)). The Pledgor and the Pledgee or their Authorized Representatives shall sign the pledge instruction. On a mandatory basis, the pledge instruction shall indicate the details of the agreement under which execution of the transaction on encumbrance is to be executed, the terms for termination of the Pledge/encumbrance, as well as all material terms of the transaction. The pledge instruction must be executed on one sheet.

5.5.10 The Custodian shall not be liable for compliance of the transaction on encumbrance on Securities with Pledge, as well as all further transactions on securities, being the subject of the Pledge, with the applicable legislation.

5.6 Termination of Pledge of Securities

5.6.1 The termination of Pledge of Securities shall include actions of the Custodian on termination of respective encumbrance on the Depositor's Securities recorded in the Custody register system by way of debit entry on the Depo Sub-Account on which such rights to encumbered Securities or the Securities with limited rights to dispose thereof are recorded on termination of limitation of right to dispose of the Securities and crediting thereof on the Depositor Depo Sub-Account "in circulation".

5.6.2 Fixation of termination of Pledge of Securities shall be performed by the Custodian in accordance with the Custody (Interdepository) Agreement, the legislation of the Russian Federation and the Basic Standard. The basis for fixation of termination of Pledge of Securities shall be the pledge instruction ([Attachment 5](#)). The Pledgor and the Pledgee or their Authorized Representatives shall sign the pledge instruction. The Pledgee may deliver a SWIFT message with details of a transaction in the capacity of signature of the pledge instruction. The Custodian shall consider this message an integral part of the pledge instruction. The SWIFT message should be delivered as prescribed by chapter 4 of the Terms and Conditions.

5.6.3 In case of termination of Pledge is due to change in the obligation secured by the Pledge, the pledge instruction jointly signed by the Pledgor and the Pledgee must contain the reference to the agreement changing the obligation secured by the Pledge.

5.6.4 Upon termination of Pledge with performance of the obligation, the Pledgor and the Pledgee shall be provided with the report on completion of the transaction not later than a business day following the day of termination of encumbrance on the securities ([Attachment 11](#)).

5.7 Subsequent Pledge of Securities

5.7.1 The fixation of the subsequent Pledge of the Securities shall include actions of the Custodian on entering in the recording registers of information on the subsequent Pledge of the Securities safekept on the Depo Sub-Account "Securities under Pledge" of the Pledgor.

5.7.2 The fixation of the subsequent Pledge of the Securities shall be performed based on the pledge instruction ([Attachment 5](#)) signed by the Pledgor, the Pledgee and the subsequent Pledgee. It is allowed to accept for execution the pledge instruction without the Pledgee's signature, in case the pledge instruction ([Attachment 5](#)) states as follows: "The subsequent Pledge of the securities without the Pledgee's consent is allowed".

5.7.3 Termination of the subsequent Pledge of the Securities is carried out in a manner similar to that specified in clause 5.6 of this chapter.

5.8 Assignment of Rights under the Pledge Agreement

5.8.1 The fixation of assignment of rights under the Pledge Agreement shall include actions of the Custodian on entering in the recording registers of information on assignment of rights under the Pledge of Securities safekept on the Depo Sub-Account "Securities under Pledge" of the Pledgor or on the Depo Account of the Pledgee.

5.8.2 Transfer of the Pledge by the Pledgee to any other person shall be executed based on the pledge instruction ([Attachment 5](#)) signed by the Pledgor, the Pledgee that assigns the rights under the Pledge Agreement and the Pledgee that accepts the rights under the Pledge Agreement. It is allowed to accept for execution the pledge instruction without the Pledgee's signature in case the pledge instruction ([Attachment 5](#)) states as follows: "The assignment of rights under the Pledge Agreement without the Pledgee's consent is allowed".

5.8.3 The Custodian shall enter the data on the Pledgee that has accepted the rights under the Pledge Agreement to the recording registers.

5.9 Transfer of Securities under Pledge

5.9.1 Transfer of the Securities under Pledge shall be executed by the Custodian based on two matching counter- Instructions ([Attachment 4](#)) signed by the Pledgor that transfers the Securities and the Pledgee and by the Pledgor that accepts the securities and the Pledgee.

In case the Custodian transfers the Securities under Pledge to a depo account with another Custodian, the relevant notification of transfer of the encumbered Securities shall be sent to such custodian. In this case, the Custodian shall transfer the Securities under Pledge on the basis of a Depo Instruction ([Attachment 4](#)) signed by the Depositor - Pledgor and the Pledgee.

5.9.2 The Custodian shall transfer the Securities under Pledge by means of debit of the Securities from the Depo Account "Securities under Pledge" of the Pledgor that transfers the Securities and credit to the Depo Account "Securities under Pledge" of the Pledgor that accepts the Securities or by debiting and withdrawal of the Securities from Depo Sub-Account "Securities under Pledge" of the Depositor-Pledgor.

5.9.3 Transactions with pledged Securities, which are subject to levy of execution during extrajudicial procedure, are carried out based on the pledge instruction, signed by the Pledgee.

6. Global Transactions

Global Custody transactions based on Corporate Actions of the securities Issuers taken in relation to all the issue of the securities (including but not limited to conversion, subdivision, consolidation, cancellation (termination), income (assessment) payout in Securities, liquidation of individual numbers (codes) of the Securities, consolidation of additional securities issues) shall be carried out in accordance with the procedure prescribed by the applicable legislation and other documents regulating the Securities issue procedure. Global Custody transactions shall be executed based on:

- Registrar's notification of the transaction executed with the securities on the Custodian's account or the report on the transaction executed on the Nominee Holder Depo Account in the Sub-Custodian;
- Confirmation of the executive body responsible for the Uniform State Register of Legal Entities. Such confirmation may be the relevant information received from the Federal Tax Service of the Russian Federation by request or the information published on the executive body official web-site;
- Application of the Owner of the Securities (in case of voluntary conversion).

The above mentioned operations shall be carried out in relation to all Depositors owing the Securities related to the current Issue on their Depo Accounts in the Custodian for the period equal to or less than 1 (one) business day after the Custodian shall receive all required confirmation documents (excluding the voluntary conversion, as in this case the Custodian shall make records on Depo Accounts only in relation to the Depositor which has provided the Custodian with a voluntary consent to conversion).

The report on execution of the transaction with the Securities ([Attachments 12, 13, 17, 18](#)) shall be submitted to the Depositor within not later than 1 (one) business day following the transaction day.

7. Corporate Actions

7.1 Corporate Actions are actions of the Issuer aimed at exercise of rights to Securities. The Corporate Actions are governed

by the Federal Law No. 208-FZ dated 26 December 1995 On Joint-Stock Companies, as well as by other regulations.

7.2 The Custodian shall receive the information on Corporate Actions from:

- Issuer of securities;
- Registrars;
- Central depository;
- Correspondent Custodians with which the Bank has open Interdepository Depo Accounts;
- Information agencies.

7.3 Based on the Custody Agreement, the Custodian shall provide the Services to the Depositors related to information/participation of the Depositors in Corporate Actions of the Issuers, which include:

- Monitoring Corporate Actions performed by the Issuers of Securities and informing the Depositors thereon;
- Monitoring changes in significant parameters of Corporate Actions;
- Execution of the Global Custody Transactions on the Depositor Depo Accounts; logging Corporate Actions of the Issuers;
- Informing the Depositors on shareholder meetings and other Corporate Actions;
- Payout of income on Securities;
- Tax withholding under income payment on Securities;
- Listing the Owners of the Securities upon request of the Issuer /CBR;
- Transfer of information and documents from the Depositors to the Issuer or the Issuer agent/Registrar/Central Depository/other Sub-Custodian for participation in Corporate Actions;
- Assistance in exercise of rights of shareholders stipulated by the applicable legislation, including but not limited to participation in general meetings of shareholders and voting on their behalf;
- Other services related to informing / participating of Depositors in the Issuer's Corporate Actions.

7.4 Upon receipt of the information and materials regarding the forthcoming Corporate Action, the Custodian using the ways specified in the Depositor's Questionnaire shall transfer it to the Depositors or inform the Depositors on which accounts the respective securities are recorded about the ways of getting acquainted with such information and materials in Internet not later than a business day following the date of receipt of information from the source.

7.5 Upon receipt of the Instruction from the Depositor (Attachment 7) and report from the Sub-Custodian and Registrar, the Custodian shall block Securities on the Depositor Depo Account, if it is stipulated by the rules for performance of the Corporate Action, and forward the respective Instruction to the Issuer/Issuer agent/Central Depository/Foreign Custodian/Registrar.

7.6 In case the Depositors fail to observe the due dates for submission of the Instruction on participation in the Corporate Action, the Custodian reserves the right to deny the acceptance of the Instruction for execution.

7.7 The Custodian shall provide the services to the Depositor on participation in the Corporate Actions provided that the Depositor submits the Instruction on participation in such Corporate Actions within due dates established by the Custodian; also, provided that the Depositor submit documents necessary for participation in such Corporate Actions in accordance with the applicable legislation and/Issuer/third party requirements.

7.8 The Custodian shall forward the confirmation to the Depositor on participation of the Depositor in Corporate Actions of the Issuer, by means specified in the Depositor's Questionnaire not later than 1 (one) business day after execution of the transaction.

In case of receipt by the Custodian of the information about the forthcoming corporate event related to the foreign securities, and the instruction on the participation in which is processed not by a foreign Sub-Custodian, but a third party, the Custodian informs its Depositors about such events for informational purposes. In case a Depositor intends to participate in such

corporate events via the Custodian, the Depositor shall provide in its Instruction a confirmation that the Custodian shall not be liable to the Depositor for any actions, lawfully taken or not taken in relation to execution of the Instruction, including but not limited correctness of filling in, completeness, and accuracy of the forms required for execution of the Instruction or for any claim, loss, damage or expenses arising from any action or inaction in relation to execution of the Instruction. The term of receipt by the Custodians of Instructions from the Depositor for participation in such events may be established upon the discretion of the Custodian.

With respect to participation in corporate events as relate to foreign Securities the Custodian may demand from the Depositor to provide additional documents compiled in accordance with the requirements of the party exercising processing of such corporate event.

8. Income on Securities

8.1 The Custodian shall inform the Depositor on the forthcoming income payment by way of forwarding the notice on the forthcoming Corporate Action upon receipt of the relevant information from the sources of information in accordance with effective market practices.

8.2 The Custodian shall receive cash funds from the Central Depository/Sub-Custodian/foreign Custodian/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 Custodian and verify the compliance of the amount accrued with the data of the Custody accounting and the terms of income payout.

8.3 As stipulated by the legislation of the Russian Federation, the Custodian acts as a tax agent under transfer of income on Depositor's Securities issued by Russian issuers to the Depositor and belonging to the Depositor. For tax calculation under income payments for Russian Securities the Custodian applies rates established by the tax legislation of the Russian Federation. The Custodian transfers withheld taxes to the budget in accordance with the terms provided for in the Tax Code of the Russian Federation.

8.4 If the Custodian, acting as a tax agent in compliance with the legislation of the Russian Federation, is obliged to withhold certain sum when transferring the income on Securities to the Depositor, regardless of the reason why such withholding was not made at the time of income payment, the Depositor shall transfer the required sum immediately upon the receipt of the Custodian's demand, so that the Custodian transferred taxes to the budget.

8.5 The Depositors receiving income on Russian Securities and entitled to the application of tax rates established under international double taxation agreements (treaties) shall provide the Custodian with the documents confirming their rights on the relevant tax relief beforehand. The Custodian also provides assistance to the Depositors in compiling of documents required for tax relief/tax benefits relating to payment of income on foreign Securities accounted for in the Custodian's accounts with the foreign Sub-Custodians in case that this is envisaged by the Agreement.

In case of absence of documents confirming tax benefits before the payment of income, tax is calculated and withheld by the tax agent in a full amount (at base rates established by the Russian or foreign tax legislation).

8.6 The Custodian shall credit the amounts of income and redemption amounts on securities recorded on the Depo Accounts due to the Depositor with the Custodian within the following terms:

- Not later than the next business day after receipt of income and redemption amounts on securities by the Depositors acting as Nominee Holders and Fiduciary managers – professional participants of the securities market, and in case of payments under bonds on which the issuer has defaulted or executed unduly– within three business days upon their receipt ;
- Not later than the next business day after receipt of amounts from payments under the state federal securities by the Custodian;
- Not later than 7 (seven) business days after receipt of amounts from income and redemption amounts on the securities (except for federal government securities) paid to other Depositors by the Custodian;
- Not later than 15 (fifteen) business days after disclosure of information on transfer of payments on Securities to the Depositors made by the Central depository, provided that the relevant amounts are subject to payout.

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 opened with other banks, the Custodian shall execute the payment to the accounts with other banks.

8.7 The Custodian shall send the Depositor confirmation on crediting income to its account, the amount of tax payments withheld etc. by way of forwarding the notice of accrual of income on Securities (Attachment 19). The Custodian shall forward the notice of accrual of income on securities to the Depositor not later than the following business day after crediting the amount of income to the Depositor's accounts specified in the Depositor Questionnaire.

8.8 In case of changing the details of the Depositor's accounts for transfer of income amounts, the Depositor shall submit the Custodian with a new Depositor's Questionnaire with indication of new payment details.

8.9 In case the Securities, as of the date of payout of income on them, are under Pledge, the recipient of the income shall be determined based of the pledge instruction.

8.10 The Custodian may render assistance to non-residents on payment of income taxes on Securities of the Depositors, in order to avoid double taxation and refund tax from the budget of the Russian Federation in cases stipulated by the current legislation of the Russian Federation.

8.11 In case of impossibility to transfer dividends to the Depositor for the reasons beyond control of the Custodian, the Custodian should return dividends to the persons specified in clause 8.2 of this chapter of the Terms and Conditions, from which the Custodian received an appropriate dividend amount within 10 (ten) 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 Custodian

1.1 Via The Bank Dispatch Service

1.1.1 The submission of the Instruction (other documents) in the paper form via the Bank dispatch service shall be performed by way of their forwarding to the postal address of the Custodian specified in section 1 of chapter 2 hereof or by personal delivery of the Instruction (other documents) to the foregoing address.

1.1.2 The Instruction (other documents) are forwarded to the Bank dispatch service in compliance with the way specified in the Depositor's Questionnaire.

1.2 Via SWIFT

1.2.1 The submission of the Instructions (other documents) via SWIFT shall be performed by way of forwarding instructions of the established format (MT540, MT541, MT542, MT543, MT565, MT599) to the address IMBKRUUM.

1.3 Via Bank-Client System and other Systems of Remote Banking Services (RBS)

1.3.1 The submission of Instructions (other documents) via Bank-Client system or other RBS systems shall be performed by way of sending messages to the Bank in a free format with Instructions (other documents) attached to them as scans of the originals of duly executed documents made on paper or electronic messages having all required features of an Instruction.

1.3.2 The Custodian shall accept the Instructions (other documents) as scans of the originals of duly executed documents made on paper attached to the messages and signed/authorized (while using ES) by authorized persons indicated in the signature cards.

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 shall be performed by way specified in the Depositor's Questionnaire.

2.1.2 Upon request of the Depositor or the duly Authorized Representatives of the Depositor, the report (other document) may be transferred to the Depositor or Authorized Representatives of the Depositor 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 The Custodian generates, registers and stores reports (other documents) in the Custodian system or RBS systems until being demanded by the Depositor.

2.2.2 Registration of reports is effected not later than the business day following the day of execution of transactions on the Depo Account.

2.2.3 The obligation of the Custodian on forwarding of reports (other documents) to the Depositor is deemed to be fulfilled starting from the day when the reports (other documents) were generated, registered and can be issued by the Custodian to the Depositor or made available for receipt to the Depositor in the RBS system.

2.2.4 Issue of reports (other documents) to the Depositor personally (on demand) shall be performed at the physical address of the Custodian specified in section 1 of chapter 2 hereof.

2.2.5 Issue of reports (other documents) shall be performed within Operational Business Day of the Custodian (section 7 of chapter 2 hereof).

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 shall be performed at its availability at the postal address of the Custodian specified in section 1 of chapter 2 of the Terms and Conditions on the following business day after preparation of the document, if such means is envisaged in the Depositor's Questionnaire.

2.3.2 The obligation of the Custodian on forwarding of reports (other documents) to the Depositor is deemed to be fulfilled starting from the day when the reports (other documents) were generated, registered and transmitted to the Depositor's Box.

2.4 By Post

2.4.1 Sending of reports (other documents) to the Depositor by post shall be performed by postal service with return receipt requested to the postal address specified in the Depositor's Questionnaire, if such means is envisaged in the Depositor's Questionnaire.

2.4.2 The date of receipt of the report (other document) shall be the date of receipt notice handed to the receiving party, including the date of receipt of return notice.

2.5 Via SWIFT

2.5.1 Sending of reports (other documents) to the Depositor via SWIFT shall 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 SWIFT address specified in the Depositor's Questionnaire.

2.5.2 The date of receipt of the report (other document) shall be the date of sending of SWIFT-message to the Depositor by the Custodian.

2.6 Via Bank-Client System and other RBS Systems

2.6.1 Sending of reports (other documents) via Bank-Client system and other RBS systems shall be performed by way of forwarding to the Depositor or placing the message in the corresponding RBS system, with the electronic version of the report (other document) attached.

2.6.2 The date of receipt of the report (other document) shall be the date of sending the bank message to the Depositor by the Custodian via the Bank-Client system and other RBS systems.

2.7 Via the Depositor's Curator

2.7.1 Sending of reports (other documents) to Depositors via their Curators authorized by the Clients for the receipt of documents is effected via internal post of the Bank.

2.7.2 The date of receipt of a report (other document) shall be the date of dispatch of the report (other document) by the Custodian to the Curator.

2.8 Via electronic mail

2.8.1 Sending invoices for depositary services and notifications on forthcoming corporate events to the Depositor may be effected by electronic mail to the e-mail address(es) specified in the Depositor's Questionnaire.

2.8.2 The date of receipt of the abovementioned documents shall be the date of dispatch by the Custodian to the Depositor.

3. Document Workflow between the Custodian, Registrars, Sub-Depositories and the Central Depository

3.1 General Provisions

3.1.1 Within the framework of interaction of the Custodian with the Registrars, Sub-Custodians and the Central Depository, the Custodian shall 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 CUSTODY SERVICES**1. General Provisions**

1.1 The Depositor shall pay for the services of the Custodian in compliance with the Fee Schedule being the Attachment 3 to the Custody Agreement (Fee Schedule).

1.2 The Depositor shall be entitled to amend the Fee Schedule at any time with prior notice to the Depositor made within 10 (ten) business days before the new Fee Schedule becomes effective.

1.3 The fee rates of the Custodian are fixed in the currency specified in the Fee Schedule.

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

1.5 The invoice of services rendered shall be forwarded to the Depositor via electronic mail. In case the Depositor's Questionnaire prescribes the requirement of availability of hard copies of invoices/certificates, they shall be forwarded in the manner specified in the Depositor's Questionnaire.

1.6 The amount of the fee for maintenance of the Depo Account shall be charged in compliance with the Fee Schedule.

1.7 The fee rates on other types of the Custody Services shall be differentiated depending on the type of Securities specified in the Fee Schedule.

1.8 The total amount of the fee for recordkeeping of rights to Securities shall be the amount of fees calculated separately per type of Securities owned by the Depositor.

1.1 The fee for recordkeeping of rights to Securities shall be calculated in percent per annum of the portfolio value. For a non-business day, the data for the previous business day shall be used.

1.2 The Custodian shall be entitled to either fully or partially suspend the provision of the services to the Depositor, provided that the Depositor has a debt on payment due for the Services or actual expenses to the Custodian.

2. Terms and Methods of Payment**2.1 The fees of the Custodian shall be paid by the Depositor as follows:**

2.1.1 Payment of fees for maintenance of the Depo Account/recordkeeping of rights to Securities/execution of transactions and expenses of the Custodian incurred due to the Services rendered thereto are paid by the Depositor within 5 (five) business days upon the receipt of the Custodian's invoice, which is issued monthly, no later than the 5 (fifth) business day of the month following the month when the Services were rendered unless otherwise provided by the Attachment 3 to the Custody Agreement concluded with the Depositor.

2.1.2 The fee rates of the Custodian are stipulated by the Fee Schedule. The Fee Schedule may be altered and/or updated at any time by the Custodian with prior notice of the Depositor within 10 (ten) calendar days before the new Fee Schedule comes into force. The Depositor pays for the Services rendered by the Custodian, reimburses its expenses (including, but not limited to the registration fees of the Central Depository and correspondent custodians) connected with rendering Services to the Depositor under the Fee Schedule by the Custodian. The expenses of the Custodian which arose in the course of rendering Services are compensated by the Depositor in accordance with their actual cost.

2.1.3 In the event the Depositor discovers that the issued invoice does not correspond with the cost of the Services calculated by the Depositor himself based on the Fee Schedule, the parties to the Custody Agreement are obliged to undertake reconciliation. In the event the Custodian had erred in calculation of the issued invoice, it shall be cancelled and a new invoice is issued to the Depositor; the terms of payment are deferred correspondingly.

2.1.4 The Depositor shall be entitled to choose whether it gives the consent to acceptance in advance so that the monetary funds are debited from its bank accounts opened with the Custodian in accordance with clause 2.1.5 of this section. The information in respect of availability / lack of the Depositor's acceptance given in advance for debiting of funds in accordance with clause 2.1.5 of this section is included into the Depositor's Questionnaire. The Terms and Conditions in respect of such acceptance are supplemented by the agreements for banking (current) account concluded between the Depositor and the

Custodian for those Depositors who have given acceptance in accordance with paragraph one of this clause.

2.1.5 The Depositor, which has bank accounts with the Custodian and enables the acceptance in accordance with paragraph one of clause 2.1.4 of this section, is charged with the commission as follows: fees for maintenance of the Depo Account and rendering Services to the Depositor, as well as the expenses of the Custodian, which arose due to rendering Services, are debited by the Custodian from the Depositor's bank accounts with the Custodian on the condition of the acceptance given in advance in the currency of the issued invoice on the day the invoice is issued under clause 2.1.1 of this section. The Custodian sends the invoice and other enclosed documents (if applicable) to the Depository using details contained in the Depositor's Questionnaire within the terms stated in clause 2.1.1 of this section.

The punitive penalties (fines) accrued by the Custodian under clause 2.1.7 of this section may be debited on the condition of the acceptance given in advance from the Depositor, which has bank accounts with the Custodian and enables such acceptance in accordance with paragraph one of clause 2.1.4 of this section. The indicated penalties (fines) are debited from the Depositor's bank accounts opened with the Custodian in the currency of the issued invoice, which was not paid by the Depositor.

2.1.6 Absence of objections from the Depositor in relation to the acceptance given in advance to the debit of amounts by the Custodian from the bank accounts within 2 (two) weeks after debiting the respective amount shall be deemed to be the consent to the amount of the debit.

2.1.7 In the event of the Depositor's undue performance of its obligation to pay for the Custodian's Services, including overdue payments for the Services, the Depositor's debt to the Custodian due to payment of the Services (including penalties) or reimbursement of actual expenses, the Custodian shall be entitled not to execute or suspend execution of any Instructions of the Depositor, as well as fully or partially suspend rendering of Services under the Custody Agreement, until the Depositor performs its obligations on payment for Services and repayment of Depositor's debts to the Custodian in its entirety.

In the event the Depositor delays payment of the invoice, the Custodian shall be entitled to accrue a penalty of 0.1% for each calendar day of delay in payment. Payment of the penalty does not release the Depositor from paying the principal amount of the account.

3. Rules for Calculating of the Portfolio Value

3.1 In order to calculate the market value of shares/stock, one of the following methods of calculation of the price of shares/stock shall be applied, in the specified order of priority:

- Maximum of the weighted average prices of a share/stock according to the data of the Moscow Exchange, or any other trading floor as of the reporting date;
- Maximum of the arithmetic means of quotes (at closing) for purchase and sale of shares/stock according to the data of the Moscow Exchange, or any other trading floor as of the reporting date;
- Maximum of the quotes (at closing) for sale of shares/stock according to the data of the Moscow Exchange, or any other trading floor as of the reporting date;
- Maximum of the weighted average prices of a share/stock according to the data of the Moscow Exchange, or any other trading floor as of the reporting date for the preceding 90 (ninety) days;
- Maximum of the arithmetic means of quotes (at closing) for purchase and sale of shares/stock according to the data of the Moscow Exchange, or any other trading floor for the preceding 90 (ninety) days;
- Maximum of the quotes (at closing) for sales of shares/stock according to the data of the Moscow Exchange, or any other trading floor for the preceding 90 (ninety) days;

For calculation of the value of the portfolio of foreign Securities, (shares/stock) quotations of Securities received from information service providers or foreign custodians (Euroclear, Clearstream and others) are used.

For calculation of the value of the portfolio of the bonds and Eurobonds, their nominal value shall be used.

At absence of the market value of the Security (except for foreign Securities) for calculation of the value of the portfolio, the nominal value of the Security shall be used (if any).

In case the Securities are under Pledge, value of Securities under the Pledge Agreement or other value agreed by the parties

and separately fixed in the Fee Schedule or supplementary agreement might be used to calculate the fee for recordkeeping.

3.2 The value of the balance of Securities is calculated as the sum of average aggregate balance of all issues of the Securities of the same group, accounted for in the Depositor's Depo Account in the billing month, by month calendar days. The value of the balance of each issue of the Securities for a calendar day is determined as the multiply of the balance in units as of the end of the day by the value of the Security of this Issue.

3.3 In case of bankruptcy, declaration of technical default and/or liquidation of the Issuer, the Custodian shall include the value of a Security to the Depositor's portfolio until the date the Custodian receives the statement from Uniform State Register of Legal Entities on the liquidation of the Issuer (based on data from the Exchange or the Central Depository).

3.4 The Custody Agreement with the Depositor may provide for a different method of calculation of the value of the portfolio of the Depositor's Securities, despite the general rules for calculation of the value of the portfolio, as defined above.

CHAPTER 6. FINAL PROVISIONS

1. Rules for Acceptance of Complaints

1.1 Presentation Of Complaints

1.1.1 In case the Depositor shall have any Complaint against the Custodian's actions related to accuracy, quality and/or terms of service provision, which resulted in financial and/or other consequences, the Depositor shall file a Complaint to the Custodian for processing.

1.1.2 The Complaint shall be transferred to the Custodian in a simple written form by one of the following ways:

- In person or via the Authorized Representative of the Depositor at the physical address of the Custodian;
- Via the Bank dispatch service;

1.1.3 The official Complaint must be executed with observance of the following conditions:

- The Complaint is to be executed on the letterhead of the entity. At absence of the letterhead, the Complaint must contain the full name of the Depositor - legal entity or surname, name and patronymic of the Depositor - individual and the address for the response to the Complaint, as well as the Complainant's location (address);
- The text of the Complaint must contain the full name of the Depositor and the number of its Depo Account;
- The document must be signed by the Depositor or Authorized Person of the Depositor, with the seal affixed for legal entities;
- The document must bear the reference number (if any) and the date.

1.2 Procedure and Time Period for Complaint Review

1.2.1 The Custodian shall not accept for review the Complaint executed and sent in violation of clause 1.1 of this chapter of the Terms and Conditions.

1.2.2 The Custodian shall not consider Complaints sent anonymously;

1.2.3 The Complaint may be left unreviewed if the second Complaint provides no new data and all arguments provided therein have earlier been considered sufficient and objective and had been responded. At the same time, a notice of the Complaint left unreviewed shall be sent to the Complainant, with the reference to the earlier provided response.

1.2.4 Complaints not subject to review shall be sent to the proper party within 15 (fifteen) days from the date of receipt of such Complaint. The Complainant shall be simultaneously notified thereof.

1.2.5 The Complaint should be registered in accordance with the order of registration of the incoming documents, established in the Bank.

1.2.6 Complaints of the Depositors shall be sent for consideration to the Authorized Persons of the Custodian and the Controller.

1.2.7 Complaints shall be subject to mandatory registration in the Depositors' Complaints and Requests Logbook.

1.2.8 The Depositor's Complaint shall be reviewed within 30 (thirty) days from the date of the receipt.

1.2.9 The period for the Depositor's Complaint review may be decreased to 15 (fifteen) days in case no additional examination and check are required.

1.2.10 The review of the Depositor's Complaint may be suspended by decision of the Custodian, if:

- The Depositor fails to provide all the additional documents requested by the Custodian. The review of the Depositor's Complaint shall be renewed upon receipt of all necessary documents;
- In order to review the Complaint, it shall be necessary to obtain information or documents from the state authorities, local government bodies or other entities. The review of the Depositor's Complaint shall be renewed upon receipt of all necessary documents and information;
- The Depositor files a lawsuit, and for final Complaint review, it is necessary to receive the court judgement. The review of the request shall be suspended until the day when the court judgement comes into force.

1.2.11 The notice on suspension of the Complaint review, along with reasons for such suspension, shall be forwarded to the Depositor not later than 3 (three) business days from the date of the court judgement by way of sending a relevant message made in accordance with the clause 1.3 of this chapter of the Terms and Conditions to the address provided in the Complaint for response.

1.3 Preparation and Provision of the Response to the Complaint

1.3.1 The response to the Depositor's Complaints shall be executed by the Custodian on the Bank's letterhead with reference number and the date, as well as with reasonable response to each argument provided by the Complainant, and shall contain signature by The Controller or the head of the Bank.

1.3.2 In case the Depositor's Complaint shall be recognized as relevant and legally acceptable, the Authorized Persons of the Custodian shall issue a resolution on remedy of defaults.

1.3.3 The Depositor's Complaint shall be satisfied in full or in part.

1.3.4 In case there is no way for out-of-court settlement, Complaints shall be subject to resolution in accordance with the procedure specified in the Custody Agreement or any other agreement.

1.3.5 The response shall be executed within the period established in the clause 1.2 of this chapter hereof and forwarded using such means of communication that allow for registration of the response submission date or shall be handed in personally to the Complainant (its Authorized Representatives) against signed receipt with a family name, date of receipt of the documents and signatures provided on the document copy, following the procedure stipulated in the section 2 of chapter 4 hereof. Below are the ways of forwarding the response to the Depositor:

- To the Depositor or its Authorized Representatives in person;
- Via the Depositor's box in the Bank dispatch service;
- Via SWIFT (with subsequent submission of the original copy);
- By public postal service;
- By registered mail with return receipt requested;
- Via Bank-Client system (in accordance with the terms and conditions of work with such system);
- Via fax (if the relevant agreement allowing such way of communication is signed, with subsequent submission of the original copy).

2. Confidentiality

2.1 The Custodian shall keep confidentiality of the information on the Depo Accounts of the Depositors with the Custodian, including information on the transactions performed on accounts, personal data and other data on the Depositor known to the Custodian due to the performance of the Custodian Activity by it.

2.2 The data classified as confidential information in accordance with the clause 2.1 of this chapter may be provided by the Custodian to the Depositor, its Authorized Representatives, or the Pledgor (if encumbrance on the Securities is registered on the Depo Account), as well as other persons authorized to receive such information in accordance with the legislation of Russian Federation.

2.3 The data classified as confidential information in accordance with the clause 2.1 of this chapter may be subject to disclosure (including cross-border transfer) to the following persons:

- Legal entities being part of the UniCredit Group in cases when such information is required for reporting purposes, risk analysis on a consolidated basis, preparation of financial sustainability recovery plans on a consolidated basis, as well as for other purposes at the written request of the legal entity being part of the UniCredit Group (provided that these purposes are not illegal and provision of such information does not contradict the legislation of the Russian Federation);
- The Custodian's consultants and persons who provide the Custodian with information technology services (hereinafter – IT providers) in cases when provision of such information is required for proper execution of contracts concluded with respective consultants and IT providers, provided that the Custodian has ascertained that such consultants and IT providers comply with the necessary confidentiality practices. The Custodian shall establish and ensure that consultants and IT providers establish the required level of confidentiality and security of information obtained by them;
- Other persons stipulated by the Custodian Agreement in the cases specified in the Custodian Agreement.

2.4 Following the written instruction of the Depositor, its Authorized Representatives, the Custodian shall be authorized to disclose such information about the Depositor and transactions of the Depositor Depo Account to other persons.

2.5 In case the processing and transfer of the Depositor's personal data is effected by the Custodian in line with the requirements of the legislation and/or execution of its obligations under the Agreement, including but not limited to as required for execution of settlement, participation of the Depositor in corporate actions/events and/or receipt of income on the Securities, receipt of a separate consent of the Depositor for processing and transfer of personal data is not required. Personal data is processed during the period of the Agreement as well as during 5 (five) years from the date of its termination. The process of personal data processing includes the following actions: receipt, systematization, accumulation, generalization, depersonalization, storage, update and change, usage, transfer, utilization. The method of personal data processing is mixed processing of personal data with the usage of automated informational system as well as hard copies.

2.6 The Custodian shall be made liable for losses caused to the Depositor due to disclosure of the confidential information by the Custodian.

2.7 In case of disclosure of the confidential information on the Depo Accounts of the Depositors by the Custodian, the Depositors which rights have been violated shall be entitled to demand from the Custodian for compensation for the losses caused by such disclosure following the procedure determined by the legislative and other regulations of the Russian Federation.

2.8 The Custodian shall develop the internal documents regulating the procedure for ensuring the confidentiality of the information.

2.9 The provisions of clauses 2.1 – 2.8 of this chapter shall apply to relations arising from all Custodian Agreements between the Custodian and the Depository, regardless of the effective date the respective Custodian Agreements.

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 Custodian has stipulated a set of measures described in the internal documents of the Custodian.

3.2 The Custodian shall keep data of the Custody records for five years after receipt thereof; thereafter the records shall be transferred to the archives under the established procedure to be kept there for no less than five years from the date of closing

the Depo Account.

3.3 The Custodian shall provide proper control over access to Securities and Custody records kept with the Custodian.

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

3.5 Clients' documents transferred to the Custodian for opening of the Depo Account shall be kept in fireproof safes, with restricted access.

3.6 In the Custodian, a protection of the confidential information from unauthorized disclosure between the Custodian's employees, employees of other departments, and third parties shall be ensured. The head of the Custodian in cooperation with the Controller shall ensure control over compliance with the procedure of confidential information exchange.

4. Measures to Prevent Conflict of Interests

4.1 The Custodian shall act on behalf of the Depositor, in compliance with the Custody Agreement, the legislative and other regulations 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 employees of the Custodian and the Depositors, the employees of the Custodian must not use the insider information for performance of transactions or transfer the insider information for performance of transactions to the third parties.

4.3 Measures to prevent conflict of interests and the procedure for control over execution thereof are described in the internal documents of the Custodian and the job descriptions of the Custodian' employees.

5. Control and Inspection of the Custody Activity

5.1 Internal Control

5.1.1 Internal control shall 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 Custodian, authorizing primary input of information by transactions officers in the electronic system of the Custodian;
- General control on the part of the Authorized Persons of the Custodian;
- Control on the part of the Controller.

5.1.2 Internal Control of activities of the Custodian shall be performed based on the legislative and other regulations of the Russian Federation, establishing the requirements for the Internal Control system. On their basis, internal documents are developed to regulate among other things the procedures for protection of rights of the Depositors against errors or misconduct of employees of the Custodian that may affect the correctness of entries on the Depo Accounts and infringe the Depositors' interests.

5.1.3 Internal Control of activities of the Custodian shall be performed for the purposes of:

- Protection of rights and interests of the Depositors through control over observance by the employees of the Custodian of the applicable legislation and other regulations of the Russian Federation, the Terms and Conditions, the internal rules and procedures;
- Ensuring proper safekeeping of information and documents of the Custodian and its Depositors;
- Settlement of conflicts of interests, ensuring the proper level of reliability and minimizing the risks of the Custody Activity.
- Ensuring compliance of the Custodian's activity with the requirements of the legislation of the Russian Federation on the securities market, including laws and regulations of federal executive body on the securities market/CBR, 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 shall include the following procedures:

- Internal Control of document management;
- Operational control;
- Verification of balance of securities recorded.

5.2 Internal Control of Document Workflow

5.2.1 Each Instruction or request received by the Custodian, as well as each report on their execution transferred to the Depositor, shall be registered. Incoming documents and copies of outgoing documents shall be safekept following the established procedure. The Authorized Persons of the Custodian shall control that all incoming documents are processed within the periods determined by the Terms and Conditions or the Instructions, and a response is 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 Custodian.

5.3 Operational Control

5.3.1 Each transaction on the Depo Accounts shall be based on the client's Official Instruction or request. In the recording registers of the Custodian, it shall be recorded 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 as unauthorized actions on the part of the staff, the control shall be exercised in the Custodian over the activities of the employees at execution of the Custody Transactions.

5.4 Reconciliation of the Recorded Securities

5.4.1 The reconciliation procedure shall be held daily by verification of the amount of the Securities recorded on the Depo Accounts of the Depositors with the amount of the Securities recorded on the Depo Accounts in Places of Safekeeping. The reconciliation results shall be documented.

5.4.2 In case of any difference in the amount of the Securities recorded on the Depo Accounts of the Depositors with the amount of the Securities recorded on the Depo Accounts in Places of Safekeeping, the work shall be done to clarify the causes for such difference and eliminate it.

5.4.3 Data received on the Depo Accounts in Places of Safekeeping shall be checked for compliance with the data of:

- Statements on the separate accounts of Custodian acting as the Nominee Holder in the shareholders registers of the Registered Emissive Securities;
- Statements from the Custodians of Place of Safekeeping.

5.5 External Control

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

- Regular supply by the Custodian of reports on the Custody Transactions in compliance with the requirements of the regulations;
- Checks of documents of the Custodian submitted upon request of the regulatory authority;
- Inspections of the activities of the Custodian on the part of the persons authorized by the regulatory authority.

5.5.2 The licensing authority shall be entitled at its own discretion to hold inspections of the activities of the Custodian. During the inspection, the Custodian shall present documents and information related to the performance of the Custody Activity, to the persons authorized by the licensing authority.

5.5.3 At detecting any facts of the performance of the Custody Activity in violation of the requirements of laws, regulations, and the Terms and Conditions, the licensing authority shall be entitled to impose sanctions and measures onto the Custodian stipulated by the laws and other regulations, including suspension the validity or cancellation of the license of the professional participant of the securities market for performance of the Custody Activity.

5.6 Audit

5.6.1 The audit shall be held in compliance with the applicable legislation of the Russian Federation, with application of the standards that require performance of the audit for the purpose of establishing the authenticity of the Custody accounting statements and certifying that the accounting statements presented are free from violations, and that the activities have been performed in compliance with the applicable legislation of the Russian Federation.

5.6.2 The audit in the Custodian 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 applicable legislation of the Russian Federation, as well as by the internal audit service.

6. Measures Related to Anti-Money Laundering, Combating Terrorism Financing and Financing of Proliferation of Mass Destruction Weapons (“AML/TF”) in Compliance with the Requirements of UniCredit Group

6.1 For the purpose of AML/TF and compliance with the requirements of UniCredit Group the Bank may:

- Refuse execution of the Custody Agreement, Interdepository Agreement; as well as refuse to execute the Depositor’s transaction Instruction as well as terminate the Custody Agreement or Interdepository Agreement on the basis foreseen by the Federal Law No. 115-FZ, as well as if the Bank shall have any suspicion that the purpose of the transaction shall be the money laundering, terrorism financing and financing of proliferation of mass destruction weapons in accordance with the order established by the Bank;
- 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 the money to the bank account of the Depositor under transactions related to disposal of securities;
- Refuse opening a Depo Account if (at the time of the account opening) it is revealed that the Depositor is subject to economic, financial, trade restrictions established by the Russian Federation, United Nations Organization, as well as in case when maintenance of such an Account is related to the level of reputational/regulatory/legal risk unacceptable for the Bank;
- Reject the Initiator of a Custody Transaction to accept, and account and perform other actions with securities in case of discovering (at the date of making an action) that the initiator of the Custody Transaction or the Issuer of the securities is subject to economic, financial, trade restrictions established by the Russian Federation, United Nations Organization, as well as in case when execution of the above actions is related to the level of reputational/regulatory/legal risk unacceptable for the Bank.

7. Measures to Counter the Misuse of Insider Information and Market Manipulation

The Custodian's insider information includes information received with respect to transactions on the Depositor Depo Accounts, in case it can have a significant impact on the Securities prices and as long as the following conditions are met: the specified Securities are admitted to on-exchange trading or an application has been submitted for its admission to on-exchange trading.

In order to comply with measures to counter the misuse of insider information and market manipulation, the Custodian's employees are prohibited from using insider information in the following cases:

- To carry out transactions with financial instruments, which are covered by the Custodian's insider information, at their own expense or at the expense of the third party;
- To transfer it to another person, with the exception of cases of transferring this information to the person included in the list of insiders with regard to performance of duties established by the federal laws or with regard to performance of employment duties or execution of the contract;
- To give recommendations to third parties, obliging or otherwise encouraging them to acquire or sell financial instruments.

The Custodian's employees are prohibited from performing other actions related to misuse of insider information and market manipulation in accordance with the legislation of the Russian Federation.

CHAPTER 7. CONTACTS

Fax: (495) 723-71-06

E-mail address: custody@unicredit.ru