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**RULES FOR CONDUCTING FX TRANSACTIONS WITH COUNTERPARTIES (BANKS) USING
ELECTRONIC TRADING PLATFORM UNICREDIT NTPRO**

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1. PURPOSE

AO UniCredit Bank effects FX transactions with its counterparties via electronic trading platform UniCredit NTPro in accordance with the provisions of these Rules for conducting FX transactions with counterparties (banks) using electronic trading platform UniCredit NTPro (hereinafter - "Rules").

2. TERMS AND DEFINITIONS

In the context of the Rules, the following terms shall have the following definitions:

Authentication shall mean a set of parameters that define unique identification of UniCredit NTPro user (login, password);

Bank shall mean AO UniCredit Bank;

Valuation Date shall mean the agreed date when the Parties fulfill their obligations under Transaction;

Transaction Date shall mean the date when the Parties agreed the essential terms of Transaction (in case of concluding Transaction at the current rate) or the date when the necessary exchange rate of the currency pair specified in the Order was reached (in case of concluding Transaction by placing an Order);

RBS shall mean a remote banking system used by the Parties for the electronic exchange of documents. The conditions for using the RBS system are defined in individual RBS agreement with the Counterparty;

Information shall mean data on executed Transactions recorded in UniCredit NTPro (including Transaction number, essential terms of the Transaction, status, date and time of the Transaction) with the ability to print out such data from UniCredit NTPro;

Counterparty shall mean a bank as defined in Federal Law No. 395-I dated 02 December 1990 "On Banks and Banking Activities" as well as a non-resident legal entity which is authorized to carry out banking activities under the law of the country where it is established and which concludes Transactions with the Bank subject to the Rules;

Order shall mean an application for Transaction that the Counterparty makes in the UniCredit NTPro indicating essential terms and the validity period of the application;

Payment instructions shall mean information on the Parties' accounts and details necessary for effecting settlements under the Transaction;

Confirmation shall mean a document evidencing the conclusion of the Transaction, containing the agreed essential terms of the Transaction that is sent using means of communication as agreed in the Agreement;

PC, workplace shall mean the Counterparty's personal computer or a laptop on which the UniCredit NTPro is installed and from which the Counterparty can go online and log in to UniCredit NTPro;

Business Day shall mean a day when banks are open for performing operations in Moscow, as well as in any other countries whose legal national currencies participate in the Transaction;

Transaction shall mean a foreign exchange transaction with the settlement terms TOD¹, TOM², Spot³ and Swap⁴ that are concluded using the electronic trading platform UniCredit NTPro according to these Rules;

Agreement shall mean (1) Master agreement for derivative transactions on financial markets (the so-called "Russian ISDA") that is signed by financial market participants – residents of the Russian Federation – for conducting over-the-counter transactions with derivatives; it is an integral part of the Standard documentation for derivative transactions on financial markets, which was jointly developed by the Association of Russian Banks, the National Association of Securities Market Participants and the National Foreign Exchange Association and published in the Internet on the official web pages of said organizations;

(2) Agreement on general conditions for foreign exchange transactions;

(3) ISDA Master Agreement, a master agreement for executing derivative transactions with non-resident market participants, which was developed by the International Swaps and Derivatives Association; or

(4) any other agreement or contract which is concluded with the Counterparty to regulate Transactions contemplated by these Rules;

SPFS shall mean Financial messaging system of the Bank of Russia (Bank of Russia transport system);

¹ TOD - «Today» Transaction with the settlement date coinciding with the date of Transaction.

² TOM - «Tomorrow» Transaction with the settlement date on the first Business Day following the date of Transaction.

³ Spot - Transaction with the settlement date on the second Business Day following the date of Transaction.

⁴ Swap - on the date of the initial payment, one Party pays the other Party the amount in one agreed currency (the first currency), and the other Party pays the first Party the amount of the initial payment in another agreed currency (the second currency), and on the date of the final payment, the first Party pays the other Party the amount of the final payment in the second currency, and the other Party pays the first Party the amount of the final payment in the first currency. For the purposes of these Rules, Swap transactions are concluded on a short-term basis, i.e. final settlements take place no later than the second Business Day from the date of the Transaction (O/N, Tod/Spot, Tom/Next).

Parties shall mean the Bank and the Counterparty;

Authorized person shall mean a person duly authorized by a Party to conclude Transactions on behalf of the Party send/receive documents and/or information about the Transactions (including legally significant) through the UniCredit NTPro, send/receive documents, information (including legally significant as provided for herein);

SWIFT shall mean an international interbank system for transmitting information and making payments;

UniCredit NTPro shall mean a remote electronic trading platform "UniCredi NTPro" for the interaction between the Bank and the Counterparty for the purpose of concluding Transactions using the NT Matching software, within the framework and on the terms of the "Information Technology Support Agreement" (hereinafter - "ITS Agreement") signed between the Bank and Public Joint-Stock Company "Moscow Exchange MICEX-RTS" (hereinafter - "MOEX"), as well as the "Terms of Service for Information Technology-technical support by Public Joint-Stock Company "Moscow Exchange MICEX-RTS"" (hereinafter - "Terms"), posted on the website of MOEX at: <http://moex.com/a1819>.

3. GENERAL TERMS OF USE OF THE UNICREDIT NTPRO

3.1. These Rules regulate the procedure for using UniCredit NTPro for concluding Transactions between the Bank and the Counterparty, define the rights, obligations and responsibilities of the Parties in connection with the use of UniCredit NTPro, and determine the procedure for providing and terminating access to the UniCredit NTPro.

3.2. The provisions of these Rules apply to Transactions subject to the terms of the relevant Agreement. In the event of any conflict between the terms of the Rules and the Agreement, the terms of the Agreement will prevail except to the extent of the procedure for concluding Transactions via UniCredit NTPro, which is provided in Clause 5 of the Rules.

3.3. The Rules are subject to publication on the Bank's website at www.unicreditbank.ru.

3.4. All amendments and/or additions hereto must be made through mutual agreement of the Parties in the manner as provided for in this Clause and in accordance with the applicable legislation of the Russian Federation.

3.4.1. In case of any amendment (addition) hereto, the Bank will give an at least ten (10) day prior notice in the form of proposal (offer) to the Counterparty about the contemplated changes (additions) coming into force by way of publishing relevant information on its official website at www.unicreditbank.ru and/or any other way at the discretion of the Bank.

3.4.2. The Counterparty may provide its consent with (accept) the proposal (offer) of the Bank in any of the following ways:

– by performing the following actions by the Counterparty (the Counterparty's representative) after ten (10) days from the sending date of the Bank's proposal (offer): send instructions and/or information messages to the Bank within the framework of these Rules as well as perform any other actions which indicate the Counterparty's intention to continue to comply with the Rules, including submitting Applications/Requests for the provision of products/services by the Bank within the framework of these Rules;

– by expressing its will to accept the proposal (offer) of the Bank through inaction (keeping silent), which shall be understood as the absence of the Counterparty's written non-acceptance of the proposed changes and/or additions or absence of a written termination notice with respect to the agreement concluded by adjoining the Rules due to the Counterparty's non-acceptance of the proposed changes and/or additions.

3.4.3. To ensure that the Counterparty receives the Bank's proposal (offer), the Counterparty undertakes to regularly, either itself or through a representative, check on the Bank's website for information about any forthcoming changes or additions to the Rules.

3.4.4. The Bank is not responsible for any losses incurred by the Counterparty due to its lack of awareness provided that the Bank has properly fulfilled its obligations on preliminary disclosure of information with respect to contemplated changes and/or additions.

3.4.5. After ten (10) days from the first publication and/or proposal (offer) given by the Bank as stipulated in this Clause, the Rules shall be deemed amended upon mutual agreement of the Parties unless the Bank receives a termination notice from the Counterparty (its refusal to change the Rules) during the specified time period.

3.4.6. If any of the provisions of the Rules becomes invalid for any reason, this will not affect the validity of the other provisions of the Rules.

3.5. The Parties shall acknowledge the use UniCredit NTPro as a method of concluding Transactions by complying with the written form of Transactions with handwritten signature of their Authorized persons. Authentication in UniCredit NTPro allows the Parties to uniquely identify the platform users and is necessary and sufficient evidence that can reliably establish that a specific document was issued by a specific Party.

3.6. Through UniCredit NTPro, the Bank may conclude foreign currency transactions with the settlement terms TOD, TOM, Spot and Swap transactions.

Transactions may only be concluded if the Counterparty signed a relevant Agreement with the Bank which regulates the procedure for concluding, amending, terminating Transactions and issues related to the performance of the Parties' obligations arising therefrom, excluding conditions of concluding Transactions via UniCredit NTPro as outlined in Clause 5 of these Rules.

3.7. The exchange of information related to the use of UniCredit NTPro (in terms of applications, notifications, requests) is carried out between the Bank and the Counterparty via the SWIFT⁵/SPFS, RBS and, in exceptional cases, by mail with a return receipt requested (or in any other similar way with confirmation of delivery).

In case of transmission of messages via the SWIFT/SPFS system, messages in the free format MT399 in the form of Appendix 2 to these Rules must be used.

The text of the message can be written either in English or in transliteration.

If documents are sent by mail or any other similar way, the authority of the representatives of the Parties who signed these documents to act on behalf of the Parties without powers of attorney must be confirmed, or appropriate powers of attorney must be provided.

3.8. Settlements of the Transactions are carried out:

3.8.1. through the Counterparty's accounts opened in the Bank;

3.8.2. through the Bank's correspondent account.

All settlements will be carried out on the basis of Payment instructions issued by the Parties in accordance with the Agreement or Confirmation.

3.9. The Bank transfers to the Counterparty the right to use the NT Matching software exclusively to the extent stipulated by the Terms and the ITS Agreement (non-exclusive sublicense) without the right to its subsequent transfer (distribution), including the right to remotely use the NT Matching software, install (record), store in computer memory, launch and operate in accordance with its purpose for the purposes of receiving quotes, submitting applications, and concluding Transactions. The Counterparty undertakes to comply with the provisions of the Terms on the procedure and methods of using the NT Matching software, not to copy, duplicate or distribute among third parties, not to change or distribute materials or their components obtained from UniCredit NTPro using the NT Matching software, not to modify, adapt, disassemble, decompile software components, not to make changes to the software, not to perform actions (inactions) that violate or are capable of violating the normal functioning of UniCredit NTPro in accordance with its purpose, and not to use UniCredit NTPro in any other way that is not expressly provided for by these Rules due to the fact that UniCredit NTPro using the NT Matching software is an object of intellectual property. The Counterparty is liable for violation of the requirements provided for in this clause, including the risk of using UniCredit NTPro by unauthorized persons. If, however, the Bank incurs any damage as a result of improper use of UniCredit NTPro, the Counterparty shall be held liable subject to applicable laws of the Russian Federation. The Counterparty is not entitled to disclose information about the authentication tools provided to him by the Bank.

3.10. To ensure interaction with the Bank through UniCredit NTPro, the Counterparty independently and at its own expense ensures the availability of software and hardware necessary for its use. The Counterparty is responsible for selecting the right PC equipment suitable for using the UniCredit NTPro.

3.11. The Counterparty is obliged to maintain, at its cost and expense, its PC equipment in good working order so as to ensure proper functioning of the UniCredit NTPro on the Counterparty's side and to independently restore functionality of its PC equipment.

3.12. The Counterparty must independently configure its PC equipment to enable its Authorized Persons to use the UniCredit NTPro.

3.13. The Bank is not responsible for problems on the Counterparty's side that arise during the installation, support and operation of UniCredit NTPro, including, but not limited to, problems with software compatibility with other software products, discrepancies between the results of using UniCredit NTPro and the Counterparty's expectations, etc.

3.14. The Bank is not responsible for communication problems, including, but not limited to, the presence and (or) lack of access to the Internet, malfunctions of technical means and (or) equipment, interruptions in electrical networks and failures of electrical equipment on the Counterparty's side.

3.15. The use of UniCredit NTPro by the Counterparty is carried out via the Internet channels.

⁵ In accordance with the Decision of the Board of Directors of the Bank of Russia dated 17.03.2023 "On establishing the procedure for interaction between credit institutions when transferring funds", the use of SWIFT in the event that the exchange of information between Russian credit institutions in electronic form on any transfer of funds, for which the payer and recipient of funds, as well as the recipient's bank and the payer's bank are located on the territory of the Russian Federation, is not permitted.

3.16. When using UniCredit NTPro, the time of the corresponding action in the UniCredit NTPro operation logs is set to the current Universal Time (UTC), recorded by the UniCredit NTPro hardware clock.

3.17. Printouts of the Confirmations and Information from the UniCredit NTPro are recognized by the Parties as documents in simple written form, are unconditional evidence of the conclusion of the Transaction and the emergence of rights and obligations of the Parties, and can be used as written evidence in the event of possible dispute consideration.

3.18. Each Party agrees that, despite the security measures taken by the other Party, it accepts the risks associated with the transfer of documents over unsecured communication channels and releases the other Party from claims in connection with the use of email and possible negative consequences (including but not solely due to the risk of loss of confidential information, fraud, access by unauthorized persons, etc.).

When sending documents by email, the Parties shall only use the email addresses specified in the Application for accession (Appendix No. 1 to the Rules) and mutually undertake that on the date of sending the document by email:

- A) their corporate email system is protected with passwords which are known only to the owners of the specific email boxes;
- B) the email addresses specified in the Application for accession are corporate email addresses and identify the Authorized persons of the Parties and each of the Parties (respectively);
- C) The email addresses specified in the Application for accession are the email addresses of the Authorized persons of the Parties under the Transaction. No additional confirmation of authority is required for the Parties sending documents on behalf of the Counterparty / Bank (respectively) using the email addresses specified in the Application for accession.

3.19. The Parties agree to take measures as may be necessary to prevent unauthorized access to the UniCredit NTPro. Each Party undertakes to ensure and oversee proper use of the UniCredit NTPro.

A person that has access to the UniCredit NTPro of a Party and has concluded (amended, terminated) the Transaction shall be considered by the Parties as an Authorized person for the purposes of agreeing on the terms and conclusion (amendment, termination) of the Transaction whereas his/her authority is considered evident from the situation. If the above referred person does not have documented authority for concluding (amending, terminating) the Transaction, this will not be considered as a basis for invalidating or cancelling the Transaction (its amendment or termination).

4. PROCEDURE FOR PROVIDING ACCESS TO THE UNICREDIT NTPRO

4.1. The Counterparty agrees to the terms of these Rules by signing and sending to the Bank an Application for accession.

The Counterparty sends the completed Application to the Bank via the communication systems specified in Clause 3.7 of these Rules.

The Application form is given in Appendix No. 1 to these Rules (for sending via RBS or by mail) and Appendix No. 2 to these Rules (for sending via SWIFT/SPFS).

4.2. The Bank reviews the received Application for accession after which it sends confidential letters by email to each of the Authorized persons of the Counterparty providing links to the UniCredit NTPro on the Internet and unique login and password and a reminder to change password after the first authorization in the UniCredit NTPro.

4.3. In the Application, the Counterparty indicates the type of access of Authorized Persons to UniCredit NTPro.

The following types of access can be granted:

- "active user", "open" – access with the ability to conclude Transactions at the current exchange rate, as well as by issuing an FX Transaction Order, in accordance with the provisions of Section 5 of these Rules;
- "view only", "indicative" – access with the right to familiarize yourself with UniCredit NTPro, to view rates / quotes for instruments offered by the Bank in UniCredit NTPro, to monitor Transactions without the possibility of concluding Transactions;
- "closed" – access to UniCredit NTPro is closed.

4.4. The Counterparty is deemed as having been provided access to UniCredit NTPro the moment its Authorized person logs into the UniCredit NTPro for the first time.

4.5. In case the Counterparty needs:

- additional users in the UniCredit NTPro,
- to change contact details, types of access for the Client's Authorized Persons,

it must send an Application for accession to the Bank in the form of Appendix 1 or Appendix 2. In this case, the Bank acts in a similar way as set out in Clause 4.2.

4.6. The Parties shall assume full responsibility for the actions of their employees who are given access to the UniCredit NTPro. Therewith, a person who has gained access to the UniCredit NTPro irrespective of the way or form will be considered as an Authorized person of a respective Party having authority to use the UniCredit NTPro in accordance with the Rules.

4.7. In case any Party process personal data, including transfer by the Parties to each other personal data, (any information, related to a directly or indirectly identifiable natural person (personal data subject)) personal data subjects being (employees, clients, Parties' representatives and others) for the purpose of fulfilling the present Rules, the Parties undertake to ensure that:

4.7.1. The necessary legal grounds allowing for personal data processing including transfer to the another Party also – to the extent applicable and in accordance with legislation of the Russian Federation further cross-border personal data transfer to specific countries from one or each of the Parties (in such a case the Parties must inform each other in advance and consolidate the process) all for the purpose of concluding and/or fulfilling the UniCredit NTPro Terms of Dealing pre-agreement or subsequent interacting with the UniCredit NTPro Terms of Dealing counterparts, are pre-provided by the respective Party in accordance with the requirements of the Federal law as of 27.07.2006 № 152-FZ (hereinafter – Federal Law № 152-FZ) and other applicable law. The Party planning cross-border transfer of personal data of citizens of the Russian Federation previously received from another Party undertakes to verify with this Party (the operator of this personal data) the existence of legal grounds, including obtaining, in applicable cases, consents from the subjects of personal data in accordance with Art. 9 of Federal Law No. 152-FZ or in accordance with the applicable legislation, and in the absence of prohibitions on the initiation of such cross-border transfer by the authorized federal authority in terms of the notification submitted by this Party for a specific purpose (such as the establishment and fulfillment of contractual obligations with counterparties) and for specific categories of personal data subjects, scope of data. In the absence of such notification to the authorized body of the Russian Federation, the Party planning to transfer personal data cross-border must independently provide all the necessary legal grounds for such a transfer of personal data, including notification to the authorized federal authority of the Russian Federation.

4.7.2. At the request of a Party, the other Party is obliged to confirm in writing that the received personal data is used only for the purposes for which it was communicated.

4.7.3. In case one of the Parties receives a request from a supervisory authority, the other Party provides upon request and within a reasonable time but no later than 5 working days from the day of its receipt, evidences that personal data are processed (transferred) lawfully by the respective Party.

4.7.4. Confidentiality and security of personal data received in the course of fulfilling the present UniCredit NTPro Terms of Dealing are ensured by the respective receiving Party.

4.7.5. In the course of fulfilling the present UniCredit NTPro Terms of Dealing, the Parties will not disseminate personal data.

4.7.6. Only for Clients – residents of the Russian Federation: shall it be necessary for the purposes and to the extent defined by the present UniCredit NTPro Terms of Dealing, also in case when one of the Parties carries out certain legal actions on behalf and at the expense of the other Party that defines the purposes of the processing and / or the scope of the processed personal data, the Parties conclude an agreement for personal data processing instruction in accordance with Art. 6(3) Federal Law № 152-FZ.

5. PROCEDURE FOR CONCLUDING TRANSACTIONS IN THE UNICREDIT NTPRO

5.1. Transactions can be concluded in the UniCredit NTPro platform in one of the following ways:

5.1.1. At the current exchange rate (applicable for TOD, TOM, Spot, Swap Transactions).

The Counterparty fills out a Transaction screen form (Application for Transaction) in the UniCredit NTPro and specifies all necessary essential terms:

- for TOD, TOM, Spot Transactions - Transaction type, currency pair, amount, Valuation Date);
- for Swap Transactions - Transaction type, currency pair, amount, Valuation Dates (O/N, Tod/Spot, Tom/Next), party of the Transaction.

Based on the completed parameters in the Application for Transaction, the UniCredit NTPro:

- for TOD, TOM, Spot Transactions - shows the current exchange rate of the Bank;
- for Swap Transactions - shows the swap difference (the difference between the exchange rates of the first and second parts of the Swap Transaction).

The Counterparty clicks either “sell” or “buy” button (accepts the Application for Transaction) thereby expressing its consent to concluding the Transaction on the terms offered by the Bank.

Transaction is considered concluded from the moment the Counterparty accepts the Application for Transaction.

The UniCredit NTPro automatically generates the Transaction Information with a printout option which includes Transaction number, essential terms, date and time.

The Transaction is processed by the Bank automatically. Cancellation of the Transaction concluded as set forth in this Clause 5.1.1 or amendment of its essential is not provided.

5.1.2. By issuing an Order (applicable for TOD, TOM, Spot Transactions).

Counterparty issues an Order (Application for Transaction) in the UniCredit NTPro specifying its essential terms (type of Transaction, currency pair, currency, amount to be bought/sold, desired rate for the specified currency pair, term of the Transaction) and validity period of the Order (the period during which a given Transaction can be concluded).

Transaction is considered concluded from the moment the specified currency pair reaches the rate specified in the respective Order in the UniCredit NTPro. Transaction Date is considered to be the date when the specified currency pair reaches the rate specified in the respective Order.

UniCredit NTPro automatically generates the Transaction Information with a printout option which includes Transaction number, essential terms, date and time.

Transaction is processed by the Bank automatically. If and when the Order expires, the Application for Transaction will be automatically cancelled.

Until the Transaction which is instructed with the Order has been concluded, the Counterparty can change/withdraw the Order by making the respective changes in the Order (Application for Transaction) in the UniCredit NTPro.

Counterparty can track the exchange rate of the specific currency pair and status of the specific Order in the UniCredit NTPro in real time.

5.2. The Parties must agree the Payment instructions in the event that settlements will not be carried out according to the standard Payment instructions specified in the Agreement.

5.3. Payment obligations arising from the concluded Transactions will be settled in accordance with the provisions of the Agreement.

5.3.1. When settling through the Counterparty's bank accounts with the Bank – the Counterparty must ensure that there are sufficient funds in its bank account on the date when a respective Transaction is settled. Settlements arising from the concluded Transactions shall be carried out subject to the provisions of the Agreement and taking into account the Counterparty's consent (pre-given acceptance) to write off the amounts of executed Transactions in the UniCredit NTPro as provided in the Application for accession. Partial debiting of funds is not carried out.

5.3.2. When settling through the Bank's correspondent account – the Counterparty must ensure that funds are credited to the Bank's correspondent account in the amount necessary to fulfill its payment obligations under the respective Transaction.

In the event of insufficient funds for settling a Transaction, the provisions of Clause 9.1 below shall apply.

5.4. Settlements for the reciprocal homogeneous obligations of the Parties shall be made in accordance with the provisions of the relevant Agreement.

5.5. UniCredit NTPro can generate a list of all Transactions concluded in a selected period of time using the available filters, as well as Information about each Transaction with a printout function.

6. ENSURING DATA PROTECTION IN THE UNICREDIT NTPRO

6.1. To ensure adequate protection of the Information, the UniCredit NTPro must be used with appropriate Authentication means.

6.2. The Parties hereby agree that by using the UniCredit NTPro a Party:

6.2.1. acknowledges that the methods used for ensuring Authentication of the Parties, confidentiality and data integrity control and protection are sufficient, i.e. provide adequate protection of the best interests of the Party;

6.2.2. waives any claims it may have against the other Party connected with or related to inadequate Authentication, confidentiality and data integrity built in the UniCredit NTPro s deemed by the first Party;

6.2.3. acknowledges that a printout of the Confirmation and/or Information is sufficient evidence of communication for the Counterparty.

6.3. The Counterparty undertakes to take all necessary action to prevent unauthorized access to the UniCredit NTPro and any interaction with the UniCredit NTPro by any third parties and malware.

7. COMPROMISED DATA PROTECTION MEANS

7.1. The Counterparty is obliged to maintain the confidentiality of the Authentication means and take all reasonable measures to prevent their loss, disclosure, distortion or unauthorized access to them.

7.2. The fact or threat of compromising the Authentication means is established by the Counterparty at its own discretion. Compromising involves loss of trust that the Authentication means as a tool for ensuring integrity and authorship of transmitted information is not available to any unauthorized persons. Events associated with compromised Authentication means include, but are not limited to:

- loss of the Authentication means;
- access of unauthorized persons to the Authentication means;
- other circumstances, directly or indirectly pointing to the possibility of unauthorized access to the Authentication means.

7.3. In the event of compromised integrity or a threat thereof, the Counterparty is obliged to immediately stop using the UniCredit NTPro and notify the Bank by sending an access blocking request in free form using the communication channels referred to in Clause 3.7.

7.4. Access blocking request will be considered received by the Bank if all conditions have been met for the use of the communication channels as agreed in the relevant agreements between the Parties.

8. BLOCKING AND DISABLING ACCESS TO THE UNICREDIT NTPRO

8.1. The Bank will block the Counterparty's access to the UniCredit NTPro in the following cases:

- 8.1.1. if termination of a relevant Agreement has been initiated and/or if the Bank received a notice of termination of the Agreement or cancellation through mutual agreement of the Parties;
- 8.1.2. if any negative information is revealed during identification of the Counterparty;
- 8.1.3. if the Bank received a notification of loss, compromise or failure of the Client's PCs;
- 8.1.4. if the Bank received a notification of loss or compromise of the Authentication tools;
- 8.1.5. default by the Counterparty;
- 8.1.6. based on the Counterparty's request received through any of the communication channels specified in Clause 3.7;
- 8.1.7. if there is a controversial situation related to the electronic document flow between the Bank and the Counterparty;
- 8.1.8. a scheduled maintenance outage;
- 8.1.9. if one can reasonably suspect unauthorized access to the communication with the UniCredit NTPro;
- 8.1.10. if one can reasonably suspect attempted market manipulation and insider trading;
- 8.1.11. non-compliance with the terms of using the UniCredit NTPro and settling Transactions;
- 8.1.12. when the Bank is disconnected from using the MOEX software NT Matching on the grounds provided for in the Terms.

8.2. The Bank will notify the Counterparty about blocked access to the UniCredit NTPro using the contact details specified in the Application for accession to the Rules.

8.3. The Bank will unblock the Counterparty's access to the UniCredit NTPro as soon as the causes of the access blocking were eliminated and will notify the Counterparty using the contact details specified in the Application for accession to the Rules.

8.4. The Bank shall disable the Counterpartie's access to UniCredit NTPro in the following cases:

- 8.4.1. in the event of termination of the agreement concluded by the Counterparty accession to the Rules in accordance with the provisions of Article 11 of these Rules;
- 8.4.2. if it is impossible to use UniCredit NTPro, which is caused by the actions of Moscow Exchange and/or third parties.

9. LIABILITY

9.1. For any delay, full or partial default on its payment obligations, in particular, if the Counterparty fails to provide sufficient funds on its account for settling the specific Transaction, such Party ("Defaulting Party") shall be held liable to a penalty payable to the other Party ("Non-Defaulting Party") in accordance with the provisions of the individual Agreement.

9.2. The Parties shall each bear responsibility for the access to the UniCredit NTPro given to unauthorized persons and as such may not refer to this fact whenever seeking to invalidate any Transaction concluded in accordance with the Rules.

9.3. The Bank shall not be held liable for any losses, including lost profit, incurred by the Counterparty as a

result of:

- 9.3.1. any failure of the Counterparty's PC equipment which the Counterparty uses to log into UniCredit NTPro or any failure in the communication channels when working in UniCredit NTPro;
 - 9.3.2. unauthorized disclosure of any Transaction to any unauthorized persons using unauthorized access to UniCredit NTPro; and
 - 9.3.3. impossibility of using UniCredit NTPro, which is caused by the actions of Moscow Exchange and/or third parties (including, but not excluding, orders of government agencies, personnel or clients of the Counterparty);
 - 9.3.4. any third party use of the information about the Transactions received through electronic communication channels used in the electronic interaction in UniCredit NTPro.
- 9.4. The Counterparty is obliged to compensate the Bank for losses related to the violation of the procedure and methods of use of UniCredit NTPro by the Counterparty, and to compensate the Bank for losses caused by its actions directly to Moscow Exchange.
- 9.5. The Parties shall in no event be held liable for any full or partial default of their payment obligations under the Transaction provided it was due to any force majeure event that the Parties could neither reasonably predict nor avoid and provided that said event directly affected the Parties' performance hereunder. The above referred force majeure event include: military operations, terrorist attacks, blockades, riots, natural disasters, accidents, hardware and software disruptions, strikes, suspension, as well as the adoption of new laws and other legal acts regulating the relevant legal relationship, which render impossible the Parties' performance hereunder. In this case, the Parties shall procure official certificates issued by competent authorities as sufficient evidence of the existence of force majeure. Therewith, performance of a Party invoking force majeure will be postponed for a period during which the invoked circumstances continue.
- 9.6. The Party whose performance hereunder was hampered due to force majeure shall notify the other Party of the occurrence or discontinuation of such events within three (3) Business Days.
- 9.7. A Party which fails or delays in giving a timely notice of force majeure may not subsequently invoke to such circumstances.
- 9.8. The Parties' obligations hereunder shall continue in full force and effect after the termination of a force majeure event.

10. DISPUTE RESOLUTION

- 10.1. These Rules, including all rights and obligations of the Parties arising herefrom, shall be governed in accordance to the legislation of the Russian Federation.
- 10.2. All disputes and disagreements that may arise during the process of implementation of these Rules will be resolved in a local court at the location of the defendant subject to effective substantive and procedural laws of the Russian Federation. If, however, Russian law in force at the time of a claim stipulates a mandatory pre-trial procedure for resolving disputes arising in connection herewith, the dispute may be referred to court for resolution after fourteen (14) days from the date on which a relevant claim was presented by a Party to another. Submitting claims shall be deemed as a pre-trial settlement measure.
- 10.3. All disputes, disagreements, controversies and claims arising in connection with Transactions that are regulated by the Agreement, or directly or indirectly related to said Transactions including related to their conclusion, existence, change, performance, violation, termination, cancellation and validity, shall be resolved subject to the relevant Agreement.

11. TERM

- 11.1. The conclusion of an agreement between the Parties is carried out by the Counterparty joining the Rules (acceptance of the Rules) in accordance with Article 428 of the Civil Code of the Russian Federation and is carried out by signing an Application for accession to the Rules by the Counterparty. This agreement comes into force from the moment the Bank receives the signed Application and is valid for 1 (one) year.
- 11.2. The Rules shall be continually renewed unless any of the Parties gives a written notice (by means of communication, indicated in the Clause 3.7) of termination at least thirty (30) days before the contemplated termination date.
- 11.3. The Parties have agreed that if, on the expiration date of these Rules, any of their obligations with respect to any Transaction remain outstanding, the effective period of the Rules will be considered extended until the Parties fully discharge their obligations in accordance herewith.

11.4. Each of the Parties has the right to terminate the agreement which was concluded by way of adjoining the Rules before its expiration date, unilaterally and without providing explanation, but subject to mandatory notification at least thirty (30) days before the contemplated termination date after which the agreement (and, hence, these Rules) will be considered discontinued. In this case, the provisions of Clause 11.3 above must be observed.

**Application for accession
to the Rules for conducting FX transactions with counterparties (banks) using
electronic trading platform UniCredit NTPro**

Full name of Legal entity	
Tax registration number	
Customer number	
SWIFT/SPFS	
Date of Application	

Counterparty hereby confirms that he has read the Rules, understands the text, agrees with the Rules, undertakes to comply with the Rules and requests to register as a Counterparty for conducting Transactions using UniCredit NTPro.

Authorized persons of the Counterparty, who will be granted the access to UniCredit NTPro.

full name	position	e-mail	phone	type of access (active user, view only, closed)

The Counterparty hereby gives the consent (acceptance given in advance) and instructs the Bank to write off the amounts for concluded Transactions in UniCredit NTPro, payable by the Counterparty in accordance with the Rules, without additional instructions from the Counterparty from his bank account (accounts) specified in the Agreement or Confirmation. Partial debiting of funds is not carried out.

Attention!

- *If this Application is sent via the SWIFT/SPFS, the message must include the following data: Name of Legal entity, SWIFT/SPFS code, Currencies and Payment Instructions, Authorized persons - full name, position, e-mail, phone, confirmation that the Counterparty has read the Rules, agrees with the Rules and requests to register him as a Counterparty for conducting Transactions in UniCredit NTPro.*
- *If this Application is sent through the RBS system, fill out the Application in MS-Word format and sign it with an electronic signature by selecting the document category "Conversion transactions: Application for accession, change of details".*
- *After sending the Application to the Bank, each Authorized person of your organization will be sent a confidential letter from the xxxxxxxx@unicredit.ru to the specified email address, indicating the UniCredit NTPro Internet address, with notification of the assigned login and password, indicating that the Authorized person must log in to UniCredit NTPro using the login and password specified in the letter. When logging into UniCredit NTPro for the first time, each Authorized person must independently change the password to a new one.*
- *Please address questions regarding connection to UniCredit NTPro to: marketsmiddleoffice@unicredit.ru.*

Application for accession to the Rules for conducting FX transactions with counterparties (banks) using electronic trading platform UniCredit NTPro (in the form of MT399 of SWIFT/SPFS)

In English:

Application for accession to the Rules for conducting FX transactions with counterparties (banks) using electronic trading platform UniCredit NTPro.

[Full name of Legal entity] [tax registration number], [customer number], SWIFT/SPFS [...], date [...], hereby confirms that he has read the Rules, understands the text, agrees with the Rules, undertakes to comply with the Rules and requests to register as a Counterparty for conducting Transactions using UniCredit NTPro.

Authorized persons of the Counterparty, who will be granted the access to UniCredit NTPro:

[Full name], [position], [e-mail], [phone], [type of access (active user, view only, closed)]

[Full name], [position], [e-mail], [phone], [type of access (active user, view only, closed)]

.....
[The Counterparty hereby gives the consent (acceptance given in advance) and instructs the Bank to write off the amounts for concluded Transactions in UniCredit NTPro, payable by the Counterparty in accordance with the Rules, without additional instructions from the Counterparty from his bank account (accounts) specified in the Agreement or Confirmation. Partial debiting of funds is not carried out.]

Best regards,

[Name of Legal entity]

In Russian (message sent in transliteration):

Zayavlenie o prisoedinenii k Pravilam provedeniya AO UniCredit Bankom konversionnikh sdelok s kontragentami – bankami s ispolzovaniem electronnoy trgovoy platformy UniCredit NTPro

[naimenovanie organizatsii] OGRN [...], klientskiy nomer [...], SWIFT/SPFS [...], data zayavlenia [...], nastoyashim podtverzhaet, chto oznakomilsya s Pravilami, ponimaet ikh tekst, vyrazhaet svoe soglasie s nimi, obyazuetsya ikh vypolnyat I prosit zaregistrirovat ego v kachestve Kontragenta dlya provedenia Sdelok s ispolzovaniem UniCredit NTPro.

Upolnomochennie litsa Kontragenta, s Rabochikh mest kotorikh budet osushestlyatsya dostup k UniCredit NTPro:

[FIO], [dolzhnost], [el pochta], [telephon], [tip dostupa (active user, view only, closed)]

[FIO], [dolzhnost], [el pochta], [telephon], [tip dostupa (active user, view only, closed)]

.....
[Nastoyashim Kontragent daet svoye soglasie (zaranee danniy aksept) I poruchaet Banku spisyvat summy po zaklyuchennim sdelkam v UniCredit NTPro, podlezhashie oplate Kontragentom v sootvetstvii s Pravilami, bez dopolnitelnykh instruktsiy Kontragenta s ego bankovskogo scheta (schetov), ukazannikh v Soglashenii ili Podtverzhdanii. Chastichnoe spisaniye denezhnykh sredstv ne proizvoditsya.]

S uvazheniem,

[naimenovanie organizatsii]