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**RULES FOR CONDUCTING FX AND DELIVERABLE FORWARD TRANSACTIONS WITH CLIENTS –
LEGAL ENTITIES USING ELECTRONIC TRADING PLATFORM UNICREDIT FX**

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1. PURPOSE

UniCredit Bank Joint Stock Company effects foreign currency (FX) transactions and deliverable forward contracts with its corporate clients – legal entities that have valid current accounts with AO UniCredit Bank via the UniCredit FX electronic trading platform and in accordance with the provisions of these Rules for conducting FX and Deliverable Forward Transactions with clients – legal entities using electronic trading platform UniCredit FX (hereinafter referred to as the “**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 FX users (login, password);

The Bank shall mean UniCredit Bank Joint Stock Company, AO UniCredit Bank;

Value Date shall mean the agreed date when the Parties discharge their obligations under an FX Transaction;

Transaction Date shall mean the date when the Parties agreed the conditions of an FX Transaction (when concluding the FX Transaction at the current rate) or the date when the necessary exchange rate of the currency pair specified in the Order was quoted (when concluding the FX Transaction through issuing Orders);

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 agreements with the Clients;

Information shall mean data about any executed FX Transaction recorded in UniCredit FX, including Transaction number, conditions, status, date and time, which can be printed out from UniCredit FX;

Clients shall mean corporate entities:

- (1) corporate clients, including small and medium-sized enterprises (SME), and
- (2) financial institutions other than banks

that hold current accounts with the Bank and enter into FX Transactions with the Bank in accordance with the Rules;

FX Transaction Order shall mean an application for an FX Transaction that the Client makes in UniCredit FX indicating in its conditions and the validity period of the application;

Payment Instructions shall mean information about the bank accounts and details of the Parties that are necessary for making settlements relevant to a specific FX Transaction;

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

Business Day shall mean any day when banks are generally open for transactions in Moscow, as well as any other countries whose national currencies are involved in a contemplated FX Transaction;

FX Transaction shall mean a foreign exchange transaction with the settlement terms TOD¹, TOM² or Spot³ and a deliverable forward contract⁴ that are executed using the UniCredit FX remote electronic trading platform according to the procedure as set out herein;

Agreement shall mean (1) General Agreement on Derivative Transactions in 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 in financial markets, which was jointly developed by the Association of Russian Banks, the National Association of Stock Market Participants and the National Currency Association and published online on the official websites of said organizations;

(2) Agreement on the General Terms of FX Transactions;

(3) ISDA Master Agreement, a general 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 Client to regulate FX Transactions contemplated hereunder;

The Parties shall mean the Bank and the Client;

Authorized Person shall mean a person who was fully authorized by a Party to execute, amend and terminate FX Transactions on behalf of the Party and/or to send/receive documents and/or information about

¹ TOD (Today) means a same day payment.

² TOM (Tomorrow) means that payment will be settled on the next Business Day following the Transaction Date.

³ Spot means that the payment will be settled on the second Business Day following the Transaction Date.

⁴ For standard deliverable forward contracts, all settlements are made no earlier than on the third Business Day following the Transaction Date.

FX Transactions (including legally sensitive) through UniCredit FX, and/or to send/receive documents and information (including legally sensitive) as provided for herein;

UniCredit FX shall mean a remote electronic trading platform which enables the interaction between the Bank and the Client effected for the purpose of executing an FX Transaction.

3. GENERAL TERMS OF USE OF THE UNICREDIT FX PLATFORM

3.1. These Rules regulate the procedure for using the UniCredit FX trading platform for making FX Transactions between the Bank and the Client, define the rights, obligations and responsibilities of the Parties in connection with the use of the UniCredit FX platform, and set forth a procedure for providing and terminating access to the UniCredit FX platform.

3.2. The provisions of these Rules apply to FX 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 of concluding FX Transactions via the UniCredit FX platform, which is stipulated in Article 5 below.

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 paragraph and applicable regulations of the Russian Federation.

3.4.1. If any amendment (addition) is required hereto, the Bank will give an at least ten (10) day prior notice to the Client about the contemplated changes (additions) by way of publishing the same on its official website at www.unicreditbank.ru or any other way at the discretion of the Bank.

3.4.2. The Client may provide its consent with (accept) the contemplated changes of the Bank in any of the following ways:

– by performing the following actions by the Client (the Client's representative) after ten (10) days from the sending date of the Bank's notice: send instructions and/or messages to the Bank within the framework of these Rules and/or any other action(s) which indicate(s) the Client'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; or

– by expressing its will to accept the changes contemplated by the Bank through inaction (keeping silent), which shall be understood as the absence of the Client'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 Client's non-acceptance of the contemplated changes.

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

3.4.4. The Bank shall in no event be held liable for any losses incurred by the Client due to its lack of awareness provided, however, that the Bank has properly fulfilled its communication obligation with respect to contemplated changes and/or additions.

3.4.5. After ten (10) days from the first publication and/or change notification given by the Bank as stipulated in Clause 3.4 hereof, the Rules shall be deemed amended upon mutual agreement of the Parties unless the Bank receives a termination notice from the Client (its refusal to change the Rules) during the specified time period.

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

3.5. The Parties shall acknowledge the use of the UniCredit FX trading platform as a method of effecting FX Transactions by complying with the written form of FX Transactions signed by their Authorized Persons. Authentication in the UniCredit FX platform 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. The Bank execute the following types of Transactions with the Client via its UniCredit FX platform:

3.6.1. foreign currency exchange transactions with the settlement terms TOD, TOM and Spot – with all categories of Clients,

3.6.2. deliverable forward transactions – with all categories of Clients except SMEs,

FX Transactions may only be executed if the Client signed a relevant Agreement with the Bank which regulates the procedure for executing, amending, terminating FX Transactions and issues related to the Parties' obligations arising therefrom, excluding the procedure of executing FX Transactions in the UniCredit FX platform as outlined in Clause 5 below.

3.7. Currency pairs for FX Transactions are determined for each Client individually in accordance with its

specific requirements.

3.8. Transactions are concluded on the terms "with prepayment" on the part of the Client. On the settlement date (payment date), the Bank fulfills its payment obligations under the FX Transaction only after the Client has fulfilled its payment obligations under the FX Transaction. Such delay in payment on the part of the Bank will not be considered as a case of violation of obligations in accordance with the Agreement.

3.9. FX Transactions are settled using the Client's accounts opened with the Bank.

3.10. The Client undertakes not to copy, reproduce or disclose to any third parties, nor modify or distribute any of the materials or their components received from the UniCredit FX platform; nor to modify or decompile any software components, or attempt any other use of the UniCredit FX platform that is not expressly provided for herein, given that UniCredit FX is an object of intellectual property. If, however, the Bank incurs any damage as a result of improper use of the UniCredit FX trading platform, the Client shall be held liable subject to applicable laws of the Russian Federation.

3.11. To enable necessary interaction with the Bank through the UniCredit FX trading platform, the Client shall independently and at its own expense ensure the availability of the necessary PCs. The Client is responsible for selecting the right PC equipment suitable for using the UniCredit FX trading platform.

3.12. The Client 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 FX platform on the Client's side and to independently restore functionality of its PC equipment.

3.13. The Client must independently configure its PC equipment to enable its Authorized Persons to use the UniCredit FX trading platform.

3.14. The Bank is not responsible for any communication problems including, but not limited to, (un)availability of the Internet connection, disruptions in the work of any technical means and/or equipment, interruptions in electrical networks and failures of electrical equipment on the Client's side.

3.15. The Client will use the UniCredit FX trading platform via the Internet connection.

3.16. For logging any actions in the UniCredit FX platform, users must be guided by the current Greenwich Mean Time (GMT) as displayed by the UniCredit FX clock.

3.17. The Parties shall acknowledge that the simple-form printouts Information are unconditional evidence of the executed FX Transactions and the rights and obligations arising therefrom, and can therefore be used as written evidence in the event of any controversy.

3.18. The Parties shall agree that irrespective of the data security measures taken by the other Party, they accept the risks associated with the transfer of documents over unsecured communication channels and shall therefore release each other from any claims in connection with the use of the email channel and the related adverse implications (including, without limitation, the risk of loss of confidential information, fraud, access of unauthorized persons, etc.). When sending documents by email, the Parties shall use only the email addresses that were specifically indicated in the Application for Accession (Annex 1 hereto) and shall 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 contain identification data the Authorized Persons and the Parties in general;

C) The email addresses specified in the Application for Accession are the email addresses of the Authorized Persons of the transacting Parties. No additional confirmation of the authority is required for the Parties sending documents on behalf of the Client / 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 FX trading platform. Each of the Parties undertakes to ensure and oversee proper use the UniCredit FX trading platform.

A person that has access to the UniCredit FX platform of a Party and has executed (amended, terminated) an FX Transaction shall be deemed as an Authorized Person for the purposes of agreeing on the terms and execution (amendment, termination) of the FX Transaction whereas his/her authority is considered clear from the situation. If the above referred person does not have documented authority for executing (amending, terminating) an FX Transaction, this may not be invoked as a basis for invalidating or cancelling the FX Transaction (its amendment or termination).

4. PROCEDURE FOR PROVIDING ACCESS TO THE UNICREDIT FX PLATFORM

4.1. The Client agrees to the terms of the Rules by signing an Application for Accession and sending it to the Bank. The form of the above referred Application is appended hereto as Annex 1. The Client shall send its

completed Application to the Bank via the RBS.

4.2. The Bank reviews the received Application after which it sends confidential letters by email to all Authorized Persons of the Client providing links to the UniCredit FX platform on the Internet and unique login and password data, and a reminder to change password after the first authorization in the UniCredit FX trading platform.

4.3. In the Application, the Client indicates the type of access of Authorized Persons to UniCredit FX.

The following types of access can be granted:

- "active user", "open" – access with the ability to conclude FX Transactions at the current exchange rate, as well as conclude / change / cancel FX Transactions when they are concluded 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 FX, to view rates / quotes for instruments offered by the Bank in UniCredit FX, to monitor FX Transactions without the possibility of concluding / changing / canceling FX Transactions;
- "closed" – access to UniCredit FX is closed.

4.4. The Client is deemed as having been provided access to the UniCredit FX platform the moment its Authorized Person logs into the UniCredit FX platform for the first time.

4.5. In case the Client needs:

- to add users in the UniCredit FX trading platform,
- to change contact details, types of access for the Client's Authorized Persons,
- to change the list of the Client's accounts opened with the Bank,

it must send a relevant Application to the Bank in the form of Annex 1 below. In this case, the Bank acts in a similar way as set out in Clause 4.2 above.

4.6. The Parties shall assume full responsibility for the actions of their employees who are given access to the UniCredit FX platform. Therewith, a person who has gained access to the UniCredit FX platform irrespective of the way or form will be considered as an Authorized Person of a respective Party having authority to use the UniCredit FX platform 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 Rules pre-agreement or subsequent interacting with the Rules counterparts, are pre-provided by the respective Party:

- for Clients – residents of the Russian Federation - in accordance with the requirements of the Federal law as of 27.07.2006 № 152-FZ (hereinafter – Federal Law № 152-FZ) and other applicable laws of the Russian Federation;
- for Clients – non-residents of the Russian Federation - in the manner established by applicable legislation, and in terms of personal data of citizens of the Russian Federation - by the legislation of the Russian Federation.

The Party planning cross-border transfer of personal data 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 (for Clients – residents of the Russian Federation) and in accordance with the applicable legislation (for Clients – non-residents of the Russian Federation), 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, 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.

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 Rules of Dealing are ensured by the respective receiving Party.

4.7.5. In the course of fulfilling the present Rules, the Parties will not disseminate personal data in the sense of Federal Law № 152-FZ (for Clients – residents of the Russian Federation) and the applicable legislation (for Clients – non-residents of the Russian Federation).

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 Rules, 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 a sub-processing agreement in accordance with Art. 6(3) Federal Law № 152-FZ.

5. TRANSACTION PROCEDURE IN THE UNICREDIT FX PLATFORM

5.1. FX Transactions can be made in the UniCredit FX platform in one of the following ways:

5.1.1. At the current exchange rate.

The Client fills out an FX Transaction screen form (application for FX Transaction) in the UniCredit FX platform and specifies all necessary terms (currency pair, transaction type, amount, value date). Based on the completed parameters in the FX Transaction application, the UniCredit FX platform shows the current exchange rate of the Bank.

If the Client is satisfied with the rate offered by the Bank, clicks either “sell” or “buy” button (accepts the application) thereby expressing its consent to making the FX Transaction at the rate offered by the Bank.

An FX Transaction is considered executed from the moment the Client accepts the application at the rate quoted by the Bank.

The UniCredit FX platform automatically generates FX Transaction Information with a printout option which includes FX Transaction number, terms, date and time.

FX Transactions are processed by the Bank automatically, meaning that after an FX Transaction is cleared, it is executed immediately provided the Client has sufficient funds in its account.

FX Transactions executed as set forth in this Clause 5.1.1 cannot be cancelled nor can their terms be subsequently changed.

5.1.2. By issuing an FX Transaction Order.

The Client issues an FX Transaction Order (application to an FX Transaction) in the UniCredit FX platform specifying its terms (currency pair, type of FX Transaction, name and amount of the currency to be bought/sold, desired rate for the specified currency pair, deadline of the Transaction) and validity period of the Order (the period during which a given FX Transaction can be executed).

An FX Transaction is considered executed from the moment the specified currency pair reaches the rate specified in the respective FX Transaction Order in the UniCredit FX platform. An FX Transaction execution date is considered to be the date when the specified currency pair reaches the rate specified in the respective FX Transaction Order.

The UniCredit FX platform automatically generates FX Transaction Information with a printout option which includes FX Transaction number, terms, date and time.

FX Transactions are processed by the Bank automatically, meaning that after an FX Transaction is cleared, it is executed immediately provided the Client has sufficient funds in its account.

If and when the FX Transaction Order expires, the FX Transaction application will be automatically cancelled.

Until an FX Transaction which is instructed with the FX Transaction Order has been executed, the Client can change/withdraw the Order by making the respective changes (the FX Transaction application) in the UniCredit FX platform.

The Client can track the exchange rate of the specific currency pair and status of specific FX Transaction Order in the UniCredit FX platform in real time.

5.2. FX Transactions concluded in accordance with these Rules are carried out on a “prepayment” basis.

5.3. The Client must ensure that it has sufficient funds in its account to execute a contemplated FX Transaction with the Bank.

The Client must not complete an FX Transaction if it has insufficient funds in its account for a specific FX Transaction.

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

5.4. When concluding Transactions via UniCredit FX, exchange of confirmations is not required. This provision of these Rules has priority over the procedure for exchanging confirmations specified in the Agreement in relation to Transactions concluded through UniCredit FX.

5.5. Settlements for obligations arising from concluded Transactions are carried out in accordance with the provisions of the Agreement, taking into account the consent (previously given acceptance) of the Client to write off amounts for concluded Transactions in UniCredit FX, as provided in the Application for Accession.

5.6. The UniCredit FX platform can generate a list of all FX Transactions executed in a select period of time using the available filters, as well as Information about any individual FX Transaction with a printout function.

6. ENSURING DATA PROTECTION IN THE UNICREDIT FX PLATFORM

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

6.2. The Parties hereby agree that by using the UniCredit FX platform 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 FX platform as deemed by the first Party;

6.2.3. acknowledges that a printout of the Information is sufficient evidence of communication for the Client.

6.3. The Client undertakes to take all necessary action to prevent unauthorized access to the UniCredit FX trading platform and any interaction with the UniCredit FX platform by any third parties and malware.

7. COMPROMISED DATA PROTECTION MEANS

7.1. The Client 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 Client at its 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 Client is obliged to immediately stop using the UniCredit FX platform and notify the Bank by sending an access blocking request in free form via the RBS.

7.4. Access blocking requests will be considered received by the Bank if all conditions have been met for the use of the RBS as agreed in a relevant RBS agreement.

8. BLOCKING ACCESS AND DISABLING FROM THE UNICREDIT FX PLATFORM

8.1. The Bank will block the Client's access to the UniCredit FX platform 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 Client;

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 Client;

8.1.6. based on the Client's application sent to the Bank via the RBS;

8.1.7. if there is a controversial situation related to the electronic document flow between the Bank and the Client;

8.1.8. a scheduled maintenance outage;

8.1.9. if one can reasonably suspect unauthorized access to the communication with the UniCredit FX platform;

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 FX trading platform and settling FX Transactions.

8.2. The Bank will notify the Client about blocked access to the UniCredit FX platform using the contact details specified in the Application for Accession to the Rules and also by sending a notice to the Client in a free format to the email specified in the Application.

8.3. The Bank will unblock the Client's access to the UniCredit FX trading platform as soon as the causes of the access blocking were eliminated and will notify the Client thereof by sending a message in a free format to the email specified in the Application for Accession to the Rules.

8.4. The Bank shall disable the Client's access to UniCredit FX in the event of termination of the agreement concluded by the Client's accession to the Rules in accordance with the provisions of Article 11 of these Rules.

9. LIABILITY

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

9.2. The Parties shall each bear responsibility for the access given to their unauthorized persons to UniCredit FX and as such may not refer to this fact whenever seeking to invalidate any FX Transactions executed in accordance herewith.

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

9.3.1. any failure of the Client's PC which the Client uses to log into UniCredit FX or any failure in the communication channels when working in UniCredit FX;

9.3.2. unauthorized disclosure of any FX Transactions to any unauthorized persons using unauthorized access to UniCredit FX; and

9.3.3. any third party use of the information about any FX Transactions received through electronic communication channels used in the electronic interaction in UniCredit FX.

9.4. The Parties shall in no event be held liable for any full or partial default of their obligations relevant to any FX 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.

9.5. 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.

9.6. A Party which Fails or delays in giving a timely notice of force majeure may not subsequently invoke to such circumstances.

9.7. 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 by effective laws of the Russian Federation.

10.2. All disputes and disagreements that may arise during the performance hereof 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. Submitting claims shall be deemed as a pre-trial settlement measure.

10.3. All disputes, disagreements, controversies and claims arising in connection with FX Transactions that are regulated by the Agreement, or directly or indirectly related to said FX Transactions including related to their execution, existence, change, performance, violation, termination, cancellation and validity, shall be resolved subject to the relevant Agreement.

11. TERM

11.1. The Agreement shall be made between the Parties by way of the Client adjoining to the Rules (acceptance of the Rules) in line with Article 428 of the Civil Code of the Russian Federation, in which case the Client will sign an Application for Accession to the Rules. The above referred Agreement will take effect from the day when the Bank receives a signed Application and will remain valid for one (1) year thenceforth.

11.2. The Rules shall be continually renewed unless any of the Parties gives a notice of termination in free form via the RBS 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 FX 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 and Deliverable Forward Transactions with clients – legal entities using
electronic trading platform UniCredit FX**

Full name of the organization	
OGRN (Primary State Business Registration Number)	
Client reference number	
Date of application	

The Client hereby acknowledges that it has read, understands, agrees with, and undertakes to comply with the Rules and hereby requests to be registered as a client for foreign currency transactions and deliverable forward contracts with AO UniCredit using the UniCredit FX platform.

The Client authorizes the following persons from whose Workstations it will access the UniCredit FX platform:

Full name	Job title	Email	Phone	Type of access (active user, view only, closed)

List of current accounts of the Client opened in the Bank for work in UniCredit FX*

Currency	Account number
RUB	
USD	
EUR	
CNY	

* - In the event of a change in the list of current accounts (including for the purpose of making settlements on outstanding transactions), the Client shall send a new Application for accession to the Bank with the amended list of the Client's accounts.

The Client hereby gives its consent (pre-authorization) and instructs the Bank to write off the amounts for Transactions executed via UniCredit FX that are due by the Client under the Rules, without any further instruction from the Client, from its bank account(s) specified in the Application for accession. Partial debiting is not accepted.

Attention!

- Please fill out this Application in MS Word format and send it to the Bank via the RBS, signed with you electronic signature and with specified document category "FX transactions: Applications for accession / change of details".
- After your Application is sent to the Bank, each of the Authorized Persons of your organization will receive a confidential letter from the sender's address Unicredit_FX_Access@unicredit.ru to their designated email addresses, indicating the UniCredit FX Internet address. This email will be contain a notification with a login and a password that must be used by Authorized Persons to log into the UniCredit FX platform. When logging into the UniCredit FX for the first time, each of the Authorized Person must change their initial passwords.
- Please send all questions related to connecting to the UniCredit FX platform to marketsmiddleoffice@unicredit.ru.