Bank GPB (JSC)

APPROVED by

Order No. 1117 dd. 23 August 2022

as amended by Orders No. 1787 dd. 8 December 2022, No. 2038 dd. 26 December 2023

## BANK GPB (JSC) DEPOSITORY TERMS AND CONDITIONS

### **Contents**

1.	Gener	al Provisions	3
2.	Terms	s and Definitions	3
3.	List of	f Abbreviations	9
4.	Inforr	nation about the Bank	10
5.	Subje	ct Matter of the Agreement, Conclusion Procedure, Rights and Responsibilities	
		Parties	
		ities and FFI Admission to Service and Service Termination	
7.	Mean	s of Registering Title to Securities and Securities Custody Places	34
		dure for Submitting Instructions and Other Documents to the Depository, fer Agent	34
9.	Depos	itory Reporting	46
	-	nistrative Transactions	
		tory Transactions	
		national Transactions	
		l Transactions	
			05
		ic Features of Custody Services to Depositors when the Bank Acts as the Holder	05
		NCC	87
		ic Features of Custody Services for Qualified Investors and Custody Service of	
		cted Securities	
<b>16.</b>	Taxat	ion	92
		ing Depositors in Exercising Rights Conferred by Securities and Receiving	
	Incom	e on Securities. Information Provision for the List of Securities Owners	97
<b>18.</b>	Ancill	ary Services	110
Anne	x 1.	Forms of Instructions and Other Documents Submitted by Customers to the	
		Depository	111
Anne	x 2.	List of Documents to be Submitted by Customers to Open a Securities Account	<b>170</b>
Anne	x 3.	Depository Reporting Forms	
Anne	x 4.	Statements, Certificates and Information Notice Forms	183
Anne	x 5.	Format for Submitting the Securities Owners List	195
Anne	x 6.	Specifics of Custody Transactions Performance by Legal Representatives	200
Anne	x 7.	List of Identification Documents	205
Anne	x 8.	Transit Securities Account Agreement	207
Anne	x 9.	Securities Subaccounts Modes	229
Anne	x 10.	Application	
Anne	x 11.	Request for Information via SWIFT	
Anne	x 12.	Provision of Summarized Information (Tax Disclosure) via SWIFT	244
Anne	x 13.	Letter	248
Anne	x 14.	Statement Confirming Actual Ownership of Income	252
Anne	x 15.	Specifics of Rendering Assistance in Exercising Certain Corporate Rights with	
		Regard to Foreign Securities	254
Anne	x 16.	<b>Procedure for Keeping Record of Foreign Financial Instruments not Qualified</b>	
		as Securities	273
Anne	x 17.	List of Compliance of Depository Documents Forms, Reports, and Statements	
		to ISO 15022 Formats	283
Anne	x 18.	Declaration of Risks	283
Anne	x 19.	List of Documents to Confirm that Persons are Spouses, Close Relatives	
		(Pursuant to the Family Code of the Russian Federation)	283
Anne	x 20.	Request for Information on Deposit Securities Account	283
Anne	x 21.	Letter of Information on Deposit Securities Account	283

### 1. General Provisions

- 1.1. These Terms and Conditions establish the rules for provision of depository and ancillary services by the Bank to its customers.
  - 1.2. Pursuant to these Terms and Conditions, the depository activities objects could be:
- registered securities placed by Russian issuers (issued by Russian legal entities) title to which may be registered by depositories on securities accounts in compliance with the federal legislation;
  - bearer securities subject to mandatory collective custody;
- foreign financial instruments that qualify as securities pursuant to the legislation of the Russian Federation and financial market regulations and title to which may be registered on accounts open with organizations authorized to register title to securities pursuant to the personal law of the person liable on such financial instruments; and
  - other objects when stipulated by Russian legislation.
- 1.3. Provisions hereof do not apply to the Bank depository activities as related to mortgage deeds.
- 1.4. These Terms and Conditions are public, provided upon request to any interested parties and published at the Bank official web site www.gazprombank.ru. These Terms and Conditions are available to all interested parties at the location of the depository.
- 1.5. These Terms and Conditions provide general information about the Bank, the list of custody transactions performed pursuant to the instruction of the depositor (Customer), the procedure to be adhered to by depositors (Customers) while performing such transactions, the list of grounds for performing transactions, forms of instructions and other documents submitted to the depository (Annexes 1 and 2 hereto), document forms provided by depository (Annexes 3 and 4 hereto), the terms for carrying out the transactions, description of the depository procedures for admitting to service and terminating service of securities issues (additional issues), the procedure and the terms for providing to depositors (Customers) reports on transactions performed and documents certifying title to securities, as well as general operating rules of the depository that establish the procedure for providing services to depositors (Customers).
- 1.6. Activities of the depository, as related to depository services delivery, shall be governed by the legislation of the Russian Federation, regulations of the Bank of Russia, the Base Standard, and these Terms and Conditions.
- 1.7. Should there be a conflict between certain provisions hereof and certain provisions of the newly enacted regulations of the Russian Federation or regulations of the Bank of Russia or the Base Standard, the parties to the depository agreement/ inter-depository relations agreement shall adhere to the regulations of the Russian Federation or new regulations of the Bank of Russia or the Base Standard and subsequently amend these Terms and Conditions as applicable.

### 2. Terms and Definitions

#### 2.1. Questionnaire

the document as per the Bank's form containing the information on the Customer (Customer Questionnaire),
 Representative (Representative Questionnaire),
 Beneficiary Questionnaire),
 Beneficial Owner (Beneficial Owner Questionnaire).

For the purposes of opening and maintaining securities accounts, the Customer Questionnaire executed in the name of the Depositor shall be deemed to be the Depositor Questionnaire.

For the purposes of opening and maintaining securities accounts, Questionnaire forms shall be applied at the earliest 2 business days after being placed on the Internet on the

Bank's official website: www.gazprombank.ru. The start

date for the Questionnaire application shall be specified on the website. 2.2. **Beneficial Owner** means an individual that ultimately, directly or indirectly (through third parties, including any legal entity or multiple legal entities or a group of affiliated legal entities), owns (holds dominant participation of more than 25 (twenty five) per cent in equity) of the legal entity Customer or controls, directly or indirectly such Customer, including the ability to determine any decisions taken by the Customer. An individual is deemed the Beneficial Owner of the individual Customer, unless there are reasons to believe that the Beneficial Owner is a different individual. 2.3. **Brokerage Customer** means an individual or a legal entity (in particular, a credit institution) that is a depositor and that executed a brokerage services agreement with the Bank by accession to 'Bank GPB (JSC) Brokerage and Investment Consulting Terms and Conditions' (as amended) and 'Bank GPB (JSC) Brokerage Terms and Conditions with Personal Investment Account Opening and Maintaining'. means a subaccount of the securities account where the 2.4. **Brokerage Subaccount** Brokerage Customer securities designated for settlements over-the-counter transactions and transactions performed in foreign trading systems are registered. means a registrar where a nominee holder account is open 2.5. Third-Party Books of Record on behalf of the Bank, an upline depository, including the Central Depository, or a foreign organization registering the title to securities where the Depository has an account of a person acting in the interests of third parties. 2.6. **Counter Instruction** means an instruction to deposit securities submitted in relation to the securities account of the securities recipient. 2.7. **Beneficiary** means a person that is not directly involved in a transaction and on which behalf acts the Customer, in particular, pursuant to an agency agreement, a mandate agreement, a commission agreement or a fiduciary management agreement, while performing transactions with cash and other property. 2.8. **Depository** means the Bank that carries out depository activities by virtue of a professional securities market participant license for depository activities. The functions of the Depository shall be performed by structural units of the Bank that provide depository services in compliance herewith. means a set of activities performed by the Depository with 2.9. **Custody Transaction** accounts transactional records, securities securities accounts application forms and bookkeeping records, as as securities certificates and other custodian accounting materials, which result in opening/closing a securities account (or other account, subaccount, account section), making entries on the securities account (or other account, subaccount, account section) or accounting register, issue, upon request from the Transaction

Originator, of a statement of securities account (or other

account subaccount, account section) or accounting register. 2.10. means documents, which forms are stipulated herein. **Depository Documents** 2.11. **Depository Agreement** means a depository agreement made in accordance with the procedure and on the terms and conditions established herein. 2.12. **Depositor** means a Customer of the Depository, who executed a depository agreement or an inter-depository relations agreement with the Bank. 2.13. Holder means the status assigned to the Bank in compliance with the clearing rules of the "National Clearing Center" Bank (Joint Stock Company) at the stock market. 2.14. **Full-Service Contract**  means a full-service banking contract made by and between the Bank and the Customer. 2.15. Pledge Order - means an instruction that forms the grounds to perform a Custody Transaction on a Securities Account as related to securities pledge registration or termination. 2.16. means a depository document of a standard form or made **Application** form containing instructions Depository/application to the Depository and serving ground under these Terms and Conditions for performance of a Custody Transaction or a group of related Custody Transactions, for the Customer's participation in corporate actions of issuers (persons liable on securities), or for the Depository's performance of other actions. 2.17. Identification means the aggregate of measures for the establishment of Customers', their Representatives', Beneficiaries', Beneficial Owners' details established by Federal Law dd. 07.08.2001 No. 115-FZ "On Countering the Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism, for verification of reliability of such details using original documents and/or their duly certified copies and/or state and other information systems as well as details and data on tax residence of the above persons, taxpayer identification numbers for the purposes of performance of requirements of the Federal Law No. 173-FZ dd 28.06.2014 "On the Peculiarities of Implementing Financial Operations with Foreign Citizens and Legal Entities, on Introducing Changes to the Russian Federation Administrative Offense Code and Recognizing Separate Provisions of Legal Acts of the Russian Federation Void," the Federal Law No. 340-FZ dd. 27.11.2017 "On Amending Part One of the Tax Code of the Russian Federation due to Implementation of International Automated Exchange of Information and Documentation as Between International Company Groups" and Foreign Account Tax Compliance Act. 2.18. **Transaction Originator** means a person who signed an instruction to perform a Custody Transaction or submitted a request to perform a Custody Transaction in another way stipulated herein.

means a person referred to the category of qualified

2.19.

**Qualified Investor** 

investors in accordance with sub-clauses 2-5 of art, 51.2 of

FZ "On Securities Market". 2.20. means an individual or a legal entity, or individual Customer entrepreneurs, as well as person engaged in private practice in a manner stipulated in the legislation of the Russian Federation having applied to the Bank to obtain the Bank's/Depository's services or using services of the Depository. 2.21. means a Depositor making settlements on transactions with FS Customer foreign securities in ICSD outside the framework of a brokerage agreement with the Bank, in respect of which ICSD/NSD apply measures to improve the procedure for settlements on transactions in European securities markets in accordance with CSDR. 2.22. **Trader Customer** means a Depositor who executed a brokerage services agreement with a trader. 2.23. means an account opened on the Bank's balance sheet for Personal (Brokerage) the purpose of accounting for the funds of the Brokerage Account Customer, as well as settlements on transactions concluded in the interests of the Brokerage Customer and on other obligations arising from a brokerage services agreement with the Bank. 2.24. Service Location means a structural unit of the Bank's head office / branch. interacting with Customers under Bank's depository activity including a branch office, back-office, sales and front offices. 2.25. **Securities Custody** means a third-party safe deposit vault or Third-Party Books of Record (upline depository, registrar) where securities, Place the title to which is registered at the Depository, are kept. 2.26. **Securities Account/** means a legal entity that is not the Depositor of this **Subaccount Operator** securities account, but that is authorized by the Depositor to initiate Custody Transactions with the Depositor's Securities Account or Securities Subaccount on behalf of the Depositor and pursuant to the power of attorney or an agreement, in accordance with the authority established herein. 2.27. means a transaction and accounting cycle for a relevant **Transaction Day** calendar date, during which all transactions are made on securities accounts for such calendar date. Upon the expiration of the Transaction Day, the Depository ceases to execute any transactions for such calendar date that change the number of securities in securities accounts, except for transactions that are allowed for the calendar date of the expired transaction day in accordance with the legislation of the Russian Federation. The Depository sets the following duration of the Transaction Day: the Transaction Day starts at 00:00 of a calendar business day and ends no later than 12:00 Moscow time on the next business day following the calendar date for which transactions are made on securities accounts on such Transaction Day. **Securities Remitter** 2.28. means a Depositor holding the Securities Account, from

		which securities are withdrawn as a result of completing a
2.29.	Securities Recipient	<ul> <li>securities transfer transaction.</li> <li>means a Depositor holding the Securities Account where securities are deposited to as a result of completing a securities transfer transaction.</li> </ul>
2.30.	Instruction	<ul> <li>means a Depository Document of a standard form that contains instructions to the Depository and forms the grounds to perform a Custody Transaction or a group of related Custody Transactions.</li> </ul>
2.31.	Representative	— means a person acting on behalf of or on account of the Depositor in course of a transaction, which authority is based upon the notarized power of attorney to perform custody transactions, or the power of attorney in the recommended form (f. ДВ-05) signed in the presence of a Depository official/ a Transfer Agent, an agreement, an act of an authorized government body or a local authority, or a law, as well as the sole executive body of a legal entity, as well as the Authorized Person.
2.32.	Securities Subaccount	<ul> <li>means a journal of a securities account that is a set of personal accounts, which transactions are governed by the same document.</li> </ul>
2.33.	Securities Account/ Subaccount Agent	<ul> <li>means an individual that is not the Depositor of that securities account, but that is authorized by the Depositor to initiate Custody Transactions with the Depositor's Securities Account or Securities Subaccount on behalf of the Depositor in accordance with the authority established herein.</li> </ul>
2.34.	Registration Number	<ul> <li>means a digital (alphabetic, character) code, identifying securities/securities issue.</li> </ul>
2.35.	Registrar	<ul> <li>means the person maintaining the register of securities holders in compliance with the legislation of the Russian Federation.</li> </ul>
2.36.	Home Banking System	means a system used under the Telecard Service Provision Agreement and/or Internet Bank Service Provision Agreement made by and between the Bank and the Customer.
2.37.	Service Instruction	<ul> <li>means an instruction initiated by an authorized officer of the Depository in compliance with the procedure and in cases stipulated herein.</li> </ul>
<ul><li>2.38.</li><li>2.39.</li></ul>	Party (Parties) Securities Account	<ul> <li>mean the Bank and/ or the Depositor (Customer).</li> <li>means a set of records in the Depository registers having a common feature and designated for registering the Depositor's title to securities.</li> </ul>
2.40.	<b>Depository Account</b>	<ul> <li>means a nominee holder account in the register of securities holders, a nominee holder securities account with another depository or an account of an entity acting in the interests of third parties with a foreign organization registering the title to securities opened for the Depository.</li> </ul>
2.41.	Rates	<ul> <li>means fees charged by Bank for depository and ancillary services.</li> </ul>
2.42.	Trading Subaccount	<ul> <li>means a subaccount of the Depositor's trading Securities</li> </ul>

foreign legal entity.

2.43.

2.44.

2.45.

**Cross-Border Data** 

**Transfer Agent** 

**Transfer Agency** 

Transfer

Services

obligations admitted to clearing.

Account used for discharge of and/ or securing discharge of

means transfer of personal data to the territory of a foreign

state to the authority of a foreign state, foreign individual or

means organizational units of the Bank head office/

required to perform Custody Transactions, as well as

documents required to exercise the rights conferred by securities and handing the, over to the Depository maintaining the Securities Account of the Depositor, document delivery services from the Depository, including

means the services of accepting Instructions and documents

branches that provide Transfer Agency Services.

		document derivery services from the Depository, merdaing
		delivery of reports and statements.
2.46.	<b>Authorized Person</b>	means a legal entity (Securities Account/ Subaccount
		Operator) or an individual (Securities Account/ Subaccount
		Agent), including a legal representative of the Depositor,
		who is not the Depositor of the given Securities Account,
		but who is authorized to initiate the Instructions to perform
		transactions with the Securities Account/ Subaccount
		pursuant to the instruction on appointing it an Authorized
0.47	<b>7</b> 7. 1	Person.
2.47.	Trader	- means a Customer of the Depository, who is a professional
		securities market participant and who executed a clearing
		services agreement with a clearing organization in respect
		of securities transactions (clearing member).
2.48.	Books of Record	- means a set of the Depository accounting journals
		maintained in DStar hardware solution. An identification
		unique code (Depository number) that has a three-digit
		numerical value is assigned to each group of accounting
		journals in the Books of Record.
2.49.	<b>Self-Certification</b>	- means identification information for forms established in
	Forms for FATCA/CRS	the Bank for purposes of performance of requirements:
	Purposes	- of the Federal Law No. 173-FZ dd. 28.06.2014 "On the
	T di poses	Peculiarities of Implementing Financial Operations with
		Foreign citizens and Legal Entities, on Introducing Changes
		to the Russian Federation Administrative Offense Code and
		Recognizing Separate Provisions of Legal Acts of the
		Russian Federation Void";
		of the Federal Law No. 340-FZ dd. 27.11.2017 "On
		Amending Part One of the Tax Code of the Russian
		Federation due to Implementation of International
		Automated Exchange of Information and Documentation as
		Between International Company Groups";
		- Foreign Account Tax Compliance Act.
		Self-Certification Forms for FATCA/CRS Purposes
		include:
		- short/detailed self-certification form for Customers -
		individuals, individual entrepreneurs and persons engaged
		in private practice;
		- short/detailed self-certification form for Customers – legal
		onorgacianou son-cornification form for Customers — legal

entities;

- other forms in accordance with applicable law.

### 2.50. **Restricted Securities**

 means securities designated for Qualified Investors and foreign securities disallowed from public offering and/or public offering in the Russian Federation.

The terms used herein that are not defined in this section shall be construed in compliance with the legislation of the Russian Federation and other regulations.

### 3. List of Abbreviations

	<b>.</b>	
3.1.	Base Standard	- means the "Base Standard for Depository Transactions in
		Financial Markets" approved by the Committee for
		Depository Standards (minutes No. КПД-9 dated
2.2	Doml	November 16, 2017).
3.2.	Bank	- means Gazprombank (Joint Stock Company),
2.2	TDDD	Bank GPB (JSC).
3.3.	TPBR	<ul><li>means Third-Party Books of Record.</li><li>means Full-Service Contract.</li></ul>
3.4.	FSC	
3.5.	Agreement	- means Depository Agreement.
3.6.	USRPE	- means the Unified State Register of Individual
3.7.	LICDI E	Entrepreneurs.
3.7. 3.8.	USRLE FZ No. 173	<ul> <li>means the Unified State Register of Legal Entities.</li> <li>means the Federal Law No. 173-FZ dd. 28.06.2014 "On the</li> </ul>
3.0.	FZ No. 1/3	Peculiarities of Implementing Financial Operations with
		Foreign Citizens and Legal Entities, on Introducing Changes
		to the Russian Federation Administrative Offense Code and
		Recognizing Separate Provisions of Legal Acts of the
		Russian Federation Void."
3.9.	FZ No. 340	<ul> <li>means the Federal Law No. 340-FZ dd. November 27, 2017</li> </ul>
3.7.	12110.540	"On Amending Part One of the Tax Code of the Russian
		Federation due to Implementation of International
		Automated Exchange of Information and Documentation as
		Between International Company Groups."
3.10.	FATCA	<ul> <li>means Foreign Account Tax Compliance Act.</li> </ul>
3.11.	FFI	<ul> <li>means foreign financial instruments qualified as securities.</li> </ul>
3.12.	MOEX	<ul> <li>means Public Joint Stock Company "Moscow Exchange</li> </ul>
01221		MICEX-RTS."
3.13.	NFFI	<ul> <li>means foreign financial instruments, which are not qualified</li> </ul>
		as securities under the legislation of the Russian Federation.
3.14.	NCC	– means Non-banking Credit Organization – Central
		Counterparty Joint Stock Company "National Clearing
		Center" Bank.
3.15.	NSD	<ul> <li>means Non-banking Credit Organization Closed Joint Stock</li> </ul>
		Company "National Settlement Depository".
3.16.	ETP GPB LLC	- means the Electronic Trading Platform GPB Limited
		Liability Company.
3.17.	RF	<ul> <li>means the Russian Federation.</li> </ul>
3.18.	Resolution of Board of	<ul> <li>means Resolution of Board of Directors of Bank of Russia</li> </ul>
	<b>Directors of Bank of</b>	dd. 29.04.2022 "On Establishment of Certain Requirements
	Russia dd. 29.04.2022	for Professional Securities Market Participants Engaged in
		Depository Activities under Federal Law No. 46-FZ dd.
		08.03.2022".
3.19.	Home Banking	<ul> <li>means the home banking system.</li> </ul>

3.20. 3.21. 3.22. 3.23.	SPFS EQES ENQES FZ "On Joint Stock Companies"	<ul> <li>means financial messaging system of the Bank of Russia.</li> <li>means an enhanced qualified electronic signature.</li> <li>means an enhanced non-qualified electronic signature.</li> <li>means the Federal Law No. 208-FZ "On Joint Stock Companies" dated December 26, 1995 (in its current version).</li> </ul>
3.24.	FZ "On Securities Market"	<ul> <li>means the Federal Law No. 39-FZ "On Securities Market" dated April 22, 1996 (in its current version).</li> </ul>
3.25.	FCSM of Russia	<ul> <li>means the Federal Commission on Securities Market of Russia.</li> </ul>
3.26.	FTS	<ul><li>means Federal Tax Service of Russia.</li></ul>
3.20. 3.27.	CFI	<ul> <li>means Classification of Financial Instruments code.</li> </ul>
3.28.	CRS	- means the Common Reporting Standard.
3.29.	CSDR	<ul> <li>means the Central Securities Depositories Regulation of the European Parliament on the improvement of the securities settlement procedure in the European Union and regulation of the activities of central depositories adopted by the European Parliament on 23 July 2014.</li> </ul>
3.30.	ICSD	<ul> <li>means the international central securities depositories of the European Union: Euroclear Bank, Clearstream Bank.</li> </ul>
3.31.	ISD	<ul> <li>means the intended settlement date.</li> </ul>
3.32.	ISIN	<ul> <li>means International Securities Identification Number code.</li> </ul>
3.33.	FDAP Assets	<ul> <li>means financial instruments generating FDAP Income.<sup>1</sup></li> </ul>
3.34.	SWIFT	<ul> <li>means Society for Worldwide Interbank Financial Telecommunication.</li> </ul>

### 4. Information about the Bank

Name:

Full name: «Газпромбанк» (Акционерное общество).

Abbreviated name: Банк ГПБ (AO).

Full name in English: Gazprombank (Joint Stock Company).

Abbreviated name in English: Bank GPB (JSC).

Business commenced on: 31.07.1990.

Full Banking License issued by the Bank of Russia No. 354 dated December 29, 2014 (repeated registration).

Information about the licenses:

Hereby the Bank informs that it combines depository activities with broker and dealer activities, activities of a specialized depository, as well as with fiduciary management of securities pursuant to the licenses of the professional securities market participant issued to the Bank:

- FCSM of Russia License of the Professional Securities Market Participant to Perform Depository Activities dated January 10, 2001, No. 177-04464-000100 with unlimited validity period;
- FCSM of Russia License of the Professional Securities Market Participant to Perform Broker Activities dated December 27, 2000, No. 177-04229-100000 with unlimited validity period;
- FCSM of Russia License of the Professional Securities Market Participant to Perform Dealer Activities dated December 27, 2000, No. 177-04280-010000 with unlimited validity period;
- FCSM of Russia License of the Professional Securities Market Participant to Act as Specialized Depository of Investment Funds, Mutual Funds and Private Pension Funds dated December 13, 2000, No. 22-000-0-00021 with unlimited validity period;
  - FCSM of Russia License of the Professional Securities Market Participant to Perform

\_

<sup>&</sup>lt;sup>1</sup> The list of FDAP Assets, FDAP Income is given in Annex No. 18 hereto.

Securities Management Activities dated December 27, 2000, No. 177-04329-001000 with unlimited validity period.

Address: 16 Nametkina Str., bldg 1, 117420 Moscow.

# 5. Subject Matter of the Agreement, Conclusion Procedure, Rights and Responsibilities of the Parties

### 5.1. Subject Matter of the Agreement

The subject matter of the Agreement is delivery of Services to the Depositor by the Depository as related to registration and transfer of title to uncertified securities and restrained certified securities, as well as custody of restrained certified securities subject to provision of services of registration and transfer of title thereto and in cases, stipulated by federal laws, registration of digital rights by opening the Depositor's Securities Account by the Depository and performing transactions with that Securities Account, as well as the services that facilitate exercising of rights by securities owners in respect of securities owned, and other services ancillary to the depository activities. The number of Security Accounts opened under one Agreement is unlimited.

To register digital rights transferred by the Depositor or person named by the Depositor as well as to register rights of/to store savings or deposit certificates issued subject to restraint, the Depository shall be entitled to enter into a separate agreement to the Agreement with the Depositor.

### **5.2.** Agreement Conclusion Procedure

- 5.2.1. These Terms and Conditions shall be an integral part of the Agreement regulated by Article 428 of the Civil Code of the Russian Federation as a deed of accession in the manner and on the terms stipulated herein.
- 5.2.2. Dissemination of these Terms and Conditions, including posting on the Internet on the official website of the Bank, shall not be deemed a public offer of the Bank to enter into the Agreement.
- 5.2.3. The Agreement shall be deemed made when the Bank receives offer acceptance. Offer acceptance receipt means that the Bank has received a Customer's written application for conclusion of the Agreement and decided in favor of opening a Securities Account for the Customer.
- 5.2.4. With respect to the persons specified in Section 3 of the Resolution of the Board of Directors of the Bank of Russia dated 29.04.2022 (foreign legal entities and individuals who provided the Bank with the information specified in para 3.1 of the Resolution of the Board of Directors of the Bank of Russia dated 29.04.2022), regardless of the date of conclusion of the Agreement, its the provisions shall apply to the relations of the Parties arising from the date they open the Securities Account.
- 5.2.5. The Bank refuses to accept the service (conclude the Agreement) if the Bank is unable to carry out the Identification due to the failure to provide the documents necessary for the Identification of the Customer, his/her Representative, Beneficiary, Beneficial Owner.
  - 5.2.6. The date of Agreement conclusion shall be the date of first Securities Account opening.
- 5.2.7. The acceptance shall be documented by signing the Application for conclusion of the depository agreement in the form established by the Terms and Conditions and provision of documents, required to open a Securities Account in accordance with these Terms and Conditions, as well as other documents required by the Bank to comply with the requirements of the legislation of the Russian Federation, including acts of the Bank of Russia.
- 5.2.8. In case stipulated by para 10.1.12 hereof the acceptance is sent to the Bank, signed with the basic electronic signature, the use of which is regulated by FSC or Home Banking (without preparing and signing a hard copy of the Application).
- 5.2.9. In cases stipulated hereby the acceptance is sent to the Bank via electronic document exchange system agreed by the Parties as an electronic document signed with EQES or ENQES.
- 5.2.10. If necessary, the Parties to the Agreement may conclude a supplementary agreement setting forth special terms or features of depository and ancillary services that do not contradict the laws

and other regulatory acts of the Russian Federation.

- 5.2.11. The Depositor shall not be required to deposit any securities immediately upon execution of the Agreement.
- 5.2.12. The rights and responsibilities under the Agreement are governed by the law of the Russian Federation.
- 5.2.13. Transfer of securities from the Depositor to the Depository and execution of the Agreement do not entail transfer of the Depositor title to securities to the Depository.
- 5.2.14. The Agreement is effective for one (1) calendar year from the date when the first Securities Account is opened under the Agreement.
- 5.2.15. The Agreement is deemed extended for each subsequent calendar year, unless any of the Parties submits a written Notification to the other Party stating its intent to terminate the Agreement as least thirty (30) calendar days prior to expiration of the said term, in which case the Agreement shall be terminated taking into account the requirements, established by para 5.8.1–5.8.10 hereof.
- 5.2.16. Regardless the receipt of documents required for Agreement conclusion, the Depository may, without giving any reasons, reject the accession of any third party to these Terms and Conditions or the provision of any or all services outlined herein or use of any or all service options, including in case the person intending to enter into the Agreement does not satisfy any requirements set forth by the Depository and/or the current legislation, or in case of non-provision of any additional documents and/or information requested by the Depository, or in case of any discrepancies in the information and/or documents submitted by the Customer.
- 5.2.17. Depositors shall be entitled to apply to the Bank in writing in any form in order to obtain a certificate containing information on the entry into the Agreement to be submitted as per form СП-ДД. The stated application may be sent to the Bank with the use of any means stipulated by these Terms and Conditions for submission of Instructions as well as by mail.

The Bank shall send to Depositors the certificate using any means stipulated herein for submission of reports, statements, certificates as well as any means established by the Bank for processing Customers' applications.

The term for the Bank's submission of the certificate shall be determined in accordance with the time limits imposed by the Bank for processing Customers' applications.

The Bank may reject submission of a certificate to the person in case the written application does not contain any details sufficient to establish that the person is Depositor.

### 5.3. Rights and Responsibilities of the Parties

#### 5.3.1. **Depository Responsibilities**

- 5.3.1.1. When carrying out depository activities, the Depository shall comply with the requirements and restrictions (including in cases where these requirements and restrictions contradict these Terms and Conditions) established by federal laws, regulatory legal acts adopted in accordance with them, including Decrees of the President of the Russian Federation, and as well as Bank of Russia regulations, Bank of Russia instructions, Resolutions of the Board of Directors of the Bank of Russia, Official Clarifications of the Bank of Russia, other documents of the Bank of Russia that must be applied at the time of acceptance and/or execution of the Instruction/Application.
- 5.3.1.2. After the Depositor submits the documents required hereunder, the Depository shall open and subsequently maintain the Depositor's Securities Account specifying the date and the grounds for each Securities Account transaction.
- 5.3.1.3. In cases where Securities Accounts are opened in accordance with Section 3 of the Resolution of the Board of Directors of the Bank of Russia dated 29.04.2022, the Depository, before entering into Agreements with persons for whom such Securities Accounts are opened and carrying out their Identification, shall not conduct operations on the basis of Instructions/Applications of such persons.
- 5.3.1.4. The Bank acts as a nominee holder of Depositors' securities in the registry of registered securities owners or Upline Depository.

- 5.3.1.5. The Depository shall ensure that each Depositor securities and/ or the title thereto are kept and registered separately from other Depositors' securities at the Depository, in particular, by opening a separate Securities Account for each Depositor with the Depository.
- 5.3.1.6. The Depository shall be responsible for default on or improper discharge of its responsibilities as relates to registration of title to securities among other for completeness and accuracy of Securities Account entries.
- 5.3.1.7. The Depository shall perform transactions with the Depositors' securities and make entries to the Depositor's Security Account only upon a written Instruction of the Depositor/ a Representative of the Depositor/ an Authorized Person, unless otherwise provided herein and/ or in a supplementary agreement to the Agreement, or in a separate agreement with the Depositor, and only if the documents that form the grounds for such transactions and records pursuant hereto and the regulations of the Russian Federation are available.
- 5.3.1.8. The Depository shall register encumbrance of the Depositor's securities in compliance with the procedure stipulated herein.
- 5.3.1.9. The Depository shall assist the securities owners in exercising their rights in respect of the securities owned in compliance with the procedure and in cases stipulated herein o in separate agreements with Depositors.
- 5.3.1.10. The Depository shall act on behalf of the Depositor at the general meetings of the securities owners by voting in accordance with the Depositor's declaration of intent expressed in the Application made by the Depositor to the Depository in compliance with the procedure stipulated herein.
- 5.3.1.11. The Depository shall post<sup>2</sup>, on the Bank's website gazprombank.ru, a notice of receipt of information and materials necessary to exercise any rights conferred by the securities and shall indicate how to get such information.

Information about foreign securities may not be placed on the website: gazprombank.ru in cases when it is prohibited or limited by corporate actions as well as in other cases established by TPBR.

- 5.3.1.12. The Depository shall be entitled to distribute any information necessary to exercise the rights conferred by the securities to the email addresses notified to the Depository or in any other manner stipulated hereby, including a notice at the website of the Bank.
- 5.3.1.13. The Depository shall provide to the Depositors the materials to be reviewed at the premises of the Depository, in particular, in cases of preparation to the general meeting of the shareholders and when such materials are received in compliance with the procedure stipulated in the legislation of the Russian Federation.
- 5.3.1.14. The Depository shall promptly hand over to the Depositor securities owned by the Depositor at its first demand, as well as when the Agreement is terminated provided that all depository services are paid for, by re-registering the registered securities in the name of the owner at the registry of registered securities owners or at another depository specified by the Depositor, unless it infringes upon third-party rights, including a pledgee rights. The Depository shall not transfer the Depositor's securities to another depository specified by the Depositor in cases when such other depository may not provide services to the said issue of securities pursuant to the regulations, the terms of issue and other legal grounds.
- 5.3.1.15. The Depository secures transfer (including cross-border transfer of data on the territory of foreign states without any adequate protection for the rights of data subjects) to third parties of any information on the Depositor as well as the Depositor's customers submitted by Depositors, on securities in the Depositor's Securities Account in the Depository in cases when transfer of such information is necessary for execution of Depositor's Instructions/Applications, entry into and/or performance by the Depositor of securities transactions as well as for the exercise of rights conferred by securities by their owners and in other cases stipulated by law or the regulations, this Agreement.

The Depositor agrees that such information shall be passed by the Depository to third parties without any additional consent of the Depositor.

-

<sup>&</sup>lt;sup>2</sup> Unless it is in contradiction to the legislation of the Russian Federation.

 $5. 3.1.15^{1}$ . Pursuant to these Terms and Conditions, the Depositor instructs the Depository to take all actions that may be necessary, in particular, to open a Brokerage Subaccount of the non-trade Securities Account (unless it already has one), to appoint the Bank as the Authorized Person in respect of the Brokerage Subaccount on the basis of a Service Instruction and information received under the brokerage agreement with the Bank, to contact foreign and international authorities, foreign settlement and clearing and other financial institutions, and other foreign organizations for the purpose of securing possibility of transfer / change of the Securities Custody Place and/or the income on the Depositor's securities, for which transactions cannot be made due to the unfriendly actions by foreign states, international organizations and foreign financial institutions, including introduction of restrictions against the Russian Federation, Russian legal entities and citizens of the Russian Federation (hereinafter, Unblocking of Assets), to send any required information about the Depositor in the course of such communication, including the Depositor's last name, first name, patronymic, details of the identification document, and any other information about the Depositor that may be required for the implementation of this clause of the Terms and Conditions, information about the Depositor's securities and transactions therewith, as well as income on securities, to foreign and international authorities, foreign settlement and clearing and other financial institutions, and other foreign organizations, as well as advisors to the extent necessary for Unblocking of Assets.

The Depositor may withdraw this instruction by way of submitting an application for withdrawal of the instruction (in writing, in any format) to the Depository office (Service Location), or using another method stipulated in clause 8 of these Terms and Conditions for submission of Instructions.

Failure by the Depository to execute the said instruction shall not be deemed a default on / improper performance under the Agreement.

The Depositor confirms having been informed by the Depository that the Unblocking of Assets may fail, notwithstanding the efforts made by the Depository to execute the Depositor's instruction described in this clause. The Depositor waives any claims against the Depository should transfer of securities / change of the Securities Custody Place and/or income on the securities custody place be impossible.

- 5.3.1.16. For the purposes of compliance with the legislation of a foreign state on taxes and levies, in particular, part of corporate actions upon payout of income taxable in foreign states, the Depository shall disclose<sup>3</sup> information on the recipients of income from foreign sources, i.e. transfer to a foreign tax authority/foreign tax agent, to the Russian and/or foreign upline depository the confidential information as follows:
  - Personal data of Depositors (including Russian citizens);
  - information about foreign securities/NFFIs owned by the same available in the Depository;
- information contained in the Self-Certification Forms for FATCA/CRS Purposes submitted to the Bank as well as in the identification forms in accordance with the federal taxation legislation of the USA (W-8, W-9).

The Depositor agrees to the transfer of such information as well as that such information shall be passed by the Depository to third parties without any additional consent of the Depositor.

5.3.1.17. The Depository shall process Personal Data of the individual Depositor, his/ her legal representative, representative acting in compliance with the power of attorney/ individuals acting on behalf of the Legal Entity Depositor for the purposes stipulated in the legislation of the Russian Federation, as well as for the purposes of performing this Agreement, in course of delivery of services that are not prohibited by federal laws and other regulations pertaining to Depositors' Securities Accounts maintenance and assisting in exercising their rights in respect of the securities. The Depositor, a legal representative of the Depositor, a representative acting in compliance with the power of attorney/ an individual acting on behalf of the Legal Entity Depositor agree that the Depository needs no further consent to Process/ Transfer Personal Data for the said purposes. The Bank is entitled to engage third

<sup>&</sup>lt;sup>3</sup> Disclosure of information by the Depository under this paragraph without submission by Depositors of any additional documents provided for herein shall not be deemed the Depositors' participation in a corporate action to acknowledge any tax relief.

parties to perform the said activities and the Bank shall have non-disclosure agreements signed with such third parties.

- 5.3.1.18. Unless stipulated otherwise by the federal law, the Depository shall provide to the Depositor services related to receiving cash income from securities, the title to which it registers, and other cash payments due to owners of such securities in accordance with the procedure provided herein.
- 5.3.1.19. The Depository shall perform the tax agent functions in accordance with the procedure stipulated in the Tax Code of the Russian Federation and in these Terms and Conditions.
- 5.3.1.20. The Depository shall freeze (block) any securities and other property owned by the Depositor and suspend the Depositor's transactions in cases stipulated by the legislation of the Russian Federation on countering the legalization (laundering) of proceeds from crime, terrorist financing and financing the proliferation of weapons of mass destruction.

Suspension of operations is also possible in other cases, stipulated by the legislation of the Russian Federation.

### 5.3.2. Rights of the Depository

- 5.3.2.1. The Depository may become a Depositor of an upline depository pursuant to an agreement executed with it in respect of the Depositors' securities without the Customer consent (Instruction).
- 5.3.2.2. In order to secure by warrant the obligations undertaken to the Depositors, prepare the lists for participation in shareholder meetings and in other cases, the Depository may introduce temporary restrictions as related to the working hours, the number of Security Accounts opened or the list of bullet 0 hereof.
- 5.3.2.3. The Depository may receive to its account the income on securities to be further transferred to the Depositors.
- 5.3.2.4. The Depository may require additional documentary evidence of the powers of Custody Transactions Originators.
- 5.3.2.5. The Depository may reject to accept and carry out the Depositor Instructions, if performing such Instruction results in violation of the laws and regulations of the Russian Federation, regulations of the Bank of Russia, as well as in cases stipulated herein.
- 5.3.2.6. In order to update the information contained in the questionnaire of the Customer/Representative/Beneficiary and/or Beneficial Owner, the Depository shall have the right to request information and/or documents (copies thereof) from the Customer to confirm a change (no change) in such information obtained earlier as part of the Identification procedures with respect of such Customer/Beneficiary/Representative and/or Beneficial Owner.
- 5.3.2.7. The Depository may require the Depositor to provide additional information and documents in order to comply with the legislation and other regulations of the Russian Federation, in particular, on currency regulation and exchange control, on countering the legalization (laundering) of proceeds from crime, financing of terrorism and proliferation of weapons of mass destruction (including information on the sources of cash funds and other property of the Depositor, and their expenditure purposes, other documents and information), on insolvency (bankruptcy), etc.
- 5.3.2.8. The Depository shall have the right to request other details/documents substantiating securities transactions/operations including:
- documents required by the Bank in order to comply with Russian legislation, including acts of the Central Bank of the Russian Federation;
- documents serving ground for securities divestment to a non-resident or a Russian credit institution;
- information any terms of settlements under securities about transactions; - documents acknowledging the fact of cash funds debiting to the customer's bank account under securities transactions of divestment non-resident: - in case of settlements authorizing set-off under any contracts for the supply of goods, performance of work, provision of services, documents acknowledging goods origin (in particular, customs declarations, documents acknowledging importation into the Russian Federation and exportation from the Russian Federation of any goods) and documents acknowledging transfer of goods to the customer as well as

services acceptance, work completion certificates.

- 5.3.2.9. The Depository shall be entitled to request additional information for the purposes of compliance with FATCA, FZ No. 173, FZ No. 340.
- 5.3.2.10. The Depository may amend these Terms and Conditions without further consent of the Depositor provided that the Depositors (Customers) are notified thereof pursuant to bullet 0 hereof.
  - 5.3.2.11. The Depository may reject a Depositor to perform a transaction:
- if the suspected purpose of the transaction is countering the legalization (laundering) of proceeds from crime, financing of terrorism and proliferation of weapons of mass destruction, including upon failure to provide the documents requested by the Depository in order to comply with Russian legislation on countering the legalization (laundering) of proceeds from crime, financing of terrorism and proliferation of weapons of mass destruction, as well as in accordance with these Terms and Conditions hereof;
- if there are reasons to believe that the transaction would not be executed/closed, including in TPBR, due to any restrictive measures taken against the Depositor/ issuer of any securities owned by the Depositor by any foreign state, union of foreign states or an international organization;
  - if the documents set forth in para 5.3.2.8 hereof have not been provided;
- in other cases, stipulated in the legislation of the Russian Federation, including the acts of the Bank of Russia.
- 5.3.2.12. In case of Depositor's failure to submit the documents/information stipulated by FZ No. 340, the Depository shall in compliance with FZ No. 340 be entitled to reject a transaction/entry into the Agreement as well as to terminate the Agreement in accordance with unilateral procedure hereunder, to perform acts stipulated by para 5.8.4 hereof.
- 5.3.2.13. The Depository may not acquire the rights of pledge or lien in respect of the Depositor's securities that are kept at the Depository and/or title to which is registered at the Depository without a written consent of the Depositor.
- 5.3.2.14. The Depository may not determine and control the purposes of the Depositors' securities use and establish any constraints on the Depositors' rights to dispose of their securities at their discretion if such constraints are not stipulated in the legislation or in these Terms and Conditions.
- 5.3.2.15. The Depository may not be liable for its obligations with the Depositor's securities, as well as use the Depositor securities to secure discharge of the Depository obligations, obligations of other Customers and other third parties.
- 5.3.2.16. The Depository may not pre-condition execution of the Agreement with a Depositor with the Depositor waiving any rights conferred on the Depositor by securities.
- 5.3.2.17. The Depository may not use information on the Depositor and its Security Account to perform any activities that infringe or may infringe upon the rights and legitimate interests of the Depositor.
- 5.3.2.18. Unless otherwise provided for herein, the Depository may not dispose of the Depositor's securities and exercise the rights conferred by the Depositor's securities without a written Instruction/Application of the Depositor, a Representative of the Depositor or an Authorized Person issued in compliance with the procedure stipulated herein, or a supplementary agreement to the Agreement.
- 5.3.2.19. The Depository may reject to execute Depositor's Instructions as relates to Securities Account transactions, should there be any arrears in Depositor payments for the Depository services unless stipulated otherwise by these Terms and Conditions or the Agreement with the Depositor.
- 5.3.2.20. The Depository may make corrective entries to the Securities Account necessary to eliminate an error in compliance with the legislation of the Russian Federation and these Terms and Conditions.
- 5.3.2.21. The Depository may unilaterally amend the procedure for the Depositors participation in corporate actions without amending these Terms and Conditions provided that the Depositors are notified by publishing the amendments at the Bank web site www.gazprombank.ru.
- 5.3.2.22. Should a clearing organization, in respect of which a Brokerage Customer has no Trade Securities Account, be used for settlements regarding the securities, the Depository may open Trade

Securities Accounts and Brokerage/Trade Subaccounts within them, as well as appoint the Bank to act as the Operator of Brokerage/Trade Subaccounts proceeding from the information received from the Bank.

- 5.3.2.23. The Depository may withhold any amount due for the Depository's services from the income on securities due to the Depositor.
- 5.3.2.24. The Depository may charge, in the manner prescribed by the Depository Rates, a fee for the services of income payment by withholding such fee from the income on securities due to the Depositor.

#### 5.3.3. Responsibilities of the Depositor

- 5.3.3.1. While performing Custody Transactions and securities transactions, the Depositor shall adhere to the regulations of the Russian Federation and these Terms and Conditions, control the purposes of its securities use itself and comply with the restrictions stipulated in the articles of association, constitutional documents and other internal regulations of the Depositor.
- 5.3.3.2. The Depositor shall submit to the Depository, upon its requests, documents and information to enable the Bank carry out the provisions of the Russian legislation among other on countering the legalization (laundering) of proceeds from crime, financing of terrorism and proliferation of weapons of mass destruction, including information on the sources of funds and other property of the Depositor and their expenditure purposes as well as other information/documents substantiating securities operations/transactions, in particular:
- documents serving ground for securities divestment to a non-resident or a Russian credit institution:
  - information about any terms of settlements under securities transactions;
- documents acknowledging the fact of cash funds debiting to the customer's bank account under transactions of securities divestment to a non-resident; and
- in case of settlements authorizing set-off under any contracts for the supply of goods, performance of work, provision of services, documents acknowledging goods origin (in particular, customs declarations, documents acknowledging importation into the Russian Federation and exportation from the Russian Federation of any goods) and documents acknowledging transfer of goods to the customer as well as services acceptance, work completion certificates.
  - documents set forth in para 5.3.2.8 hereof.
- 5.3.3.3. The Depositor and the Representative shall submit to the Depository documents and information required in order to Identify, and to update the information on, the Depositor, the Representative, the Beneficiary, the Beneficial Owner, including the documents confirming the powers of the Representative, to open a Securities Account and perform Custody Transactions with the Securities Account in compliance with the procedure stipulated herein, and should there be any other/additional requirements to documents/ information submission stipulated in the legislation of the Russian Federation, the Depositor, the Representative shall submit such documents/ information in compliance with the procedure established by the Depository, in particular, by completing additional questionnaires and forms. Identification information of the Representative including an Authorized Person shall be submitted as per Representative Questionnaire.
- 5.3.3.4. The Customer shall submit to the Bank the information required for the Bank to perform requirements of Russian legislation on the peculiarities of implementing financial operations with persons subject to a foreign state legislation on foreign account tax compliance, including information for compliance with FZ No. 340, under Self-Certification Forms for FATCA/CRS Purposes and/or in accordance with a foreign state requirement.
- 5.3.3.5. At the time of execution of the Agreement, the Depositor / Representative of the Depositor shall submit to the Depository information on the Depositor / Representatives / Beneficiaries / Beneficial Owners in the scope stipulated in the legislation of the Russian Federation.

Should such information be amended, the Depositor shall immediately (within three (3) business days after the event) submit to the Depository an Application drafted in free form and signed by the Depositor stating the amended information.

- 5.3.3.6. The Depositor shall immediately (within three (3) business days after the event) submit to the Depository information on the amendment (documents evidencing the amendments made):
- information contained in the Customer Questionnaire, Self-Certification Form for FATCA/CRS Purposes and in the identification forms in accordance with the federal taxation legislation of the USA (if necessary).
  - details for payment of income;
- constitutional and other documents submitted by the Depositor to the Depository previously;
- on withdrawal of the powers of attorney, in case of change/ extension of the term of office of the sole executive body of a legal entity;
- on changes in the list of persons authorized to sign Instructions on behalf of the Depositor (Representatives), as well as on changes in the information on the specified persons submitted earlier in course of their Identification;
  - on restructuring or liquidation;
  - documents evidencing the change of the tax status; and
- other information material for due discharge of the Depository obligations to the Depositor under this agreement.

Until the notification of all aforesaid changes is received, all actions performed by the Depository pursuant to old information and documents available to it shall be deemed due discharge of its obligations (responsibilities).

- 5.3.3.7. The Depositor must immediately notify the Depository of the loss of an ID document or the stamp, or any other circumstances whereby unauthorized withdrawal of the Depositor's securities becomes possible.
- 5.3.3.8. The Depositor must not include in the agreements executed with its Customers (depositors), which securities are recorded in aggregate in the Securities Account of the nominee holder, any provisions that can render due discharge of all or any Depositor's obligations under the Agreement impossible.
- 5.3.3.9. The Depositor must include in the agreements executed with its Customers, which securities are recorded in aggregate in the Securities Account of the nominee holder, the provision on their consent with the Depositor handing over to the Depository information on the balances of their securities accounts for such information to be forwarded by the Depository to the clearing depository, in cases when such information shall be provided in order to execute and/ or perform such persons' transactions with securities.
- 5.3.3.10. The Depositor must include in the agreements executed with its Customers, which securities are recorded in aggregate in the Securities Account of the nominee holder, the provision on their consent with the Depositor to become a depositor of the Depository by opening there a nominee account to record the aggregate data on all securities of all Customers of the Depositor.
- 5.3.3.11. The Depositor must return the securities that were acquired groundlessly as a result of errors in the entries to its Securities Account, or securities in which they were converted, as well as hand over income received and indemnify for damages pursuant to the civil legislation of the Russian Federation.
- 5.3.3.12. The Nominee Depositor must register any securities unreasonably credited to the Securities Account of the nominee depositor in the account of unidentified persons and shall return such securities or securities into which they have been converted to the Securities Account of the person from whom they were debited, no later than the end of the working day following the date of receipt of the relevant reporting documents from the Depository.
- 5.3.3.13. The Depositor who is a foreign organization acting on behalf of other persons must return any securities unreasonably credited to its Securities Account, no later than the end of the working day following the day of receipt of the Depository's request for their return.
- 5.3.3.14. Depositors exercising the rights conferred by the securities on behalf of other persons shall submit to the Depository, upon request justified by the applicable requirements of the issuer (a person liable on securities) or the Bank of Russia, information required to create a list of securities

owners in compliance with the procedure stipulated in subpara 17.1 hereof.

- 5.3.3.15. Depositors exercising rights conferred by foreign securities to the benefit of other persons shall:
- include into agreements with their customers a condition on the latters' consent to cross-border transfer of personal data, in particular to the states not securing adequate protection for rights of data subjects as well as on their customers' obligation to incorporate similar conditions into agreements with their customers;
- upon receipt of the Depository's request submit a written acknowledgment of rights to transfer (including cross-border transfer to the states not securing adequate protection for rights of data subjects) personal data within two (2) business days;
- include into agreements with their customers a condition on the latters' consent to disclosure (transfer) of information thereon, including consent of individuals to transfer and processing of their personal data by the Depository;
- disclose information about their customers (beneficiaries of income) in case of registration of rights to securities governed by the Internal Revenue Code of the USA, in the manner provided for by para 2.4 of annex 15 hereto;
- in the manner provided for by these Terms and Conditions submit to the Bank the information and documents required for proper performance by it of obligations stipulated by tax legislation of the Russia Federation (including tax agent's duties).
- 5.3.3.16. The Nominee Depositor shall ensure reconciliation of the data on securities pursuant to the latest nominee account statement provided to it by the Depository, and should the latest document pertaining to the said Securities Account be a report on transaction(s) performed containing information on the quantity of securities recorded in the nominee account, then pursuant to such report:
- Should the Depositor identify any differences between its records and the records of the other party, the Depositor shall draw the differences protocol that shall be sent to the Depository by email by the next business day following the day when the differences were identified, with subsequent transfer of the original document;
- The parties may request each other to provide any primary documents evidencing that Instructions were submitted in respect of the nominee account and that transactions were performed, as well as any other documents required to identify the reason of the difference and eliminate such difference;
- After the differences between the Depository custodian accounting data and the Depositor records are eliminated, the parties shall draw an act on the reasons of differences.
- 5.3.3.17. The Depositor shall pay for the Depository services in full, pursuant to the Depository Rates, as well as pay all expenses incurred by the Depository in connection with performance of the Depositor's Instruction in TPBR, record-keeping of securities, other services provided for the Depositor's securities in TPBR, within the terms and in compliance with the procedure stipulated herein. For the avoidance of doubt, the above expenses are deemed incurred by the Depository for account of the Depositor, whether they are incurred by the Depository on its own behalf or on behalf of the Depositor.
- 5.3.3.18. If the Depository has suffered any loss due to the Depositor's breach of restrictive measures imposed by a foreign state, a union of foreign states or an international organization, or due to misleading representations provided by the Depositor to the Depository with respect to the restrictive measures imposed by a foreign state, a union of foreign states or an international organization, the Depositor shall be obliged to reimburse the Depository for such loss in full.
- 5.3.3.19. The Depositor must notify the Bank on termination of the activity of the certifying center which issued a qualified certificate of the electronic digital signature verification key (hereinafter, "EDS Qualified Certificate") at least 15 days prior to such termination date. If termination of the activity of the certifying center is followed by its functions transfer to other entities the above notification must contain information on such entities.
- 5.3.3.20. The Depositor must promptly but no later than the event date, notify the Bank about any events which trigger the EDS Qualified Certificate termination (except expiry of the established validity

period) and /or any events which trigger the EDS Qualified Certificate withdrawal and/or termination or withdrawal of the EDS Qualified Certificate of the certifying center including about an application by the EDS Qualified Certificate owner to terminate such EDS Qualified Certificate, about court judgement on invalidity of EQES from the moment the Depositor became aware of such judgement and in other cases established, among other, in the agreement between the Depositor and the certifying center.

### 5.3.4. Rights of the Depositor

- 5.3.4.1. While the Depository carries out activities stipulated in para 0 0 hereof, the Depositor (individual) is entitled to obtain information about the Bank or third parties, whom Customer's Personal Data has been provided to pursuant to the requirements of the FZ "On Securities Market", their location, Depositor Personal Data availability, as well as to review such Personal Data excluding the cases stipulated in the legislation of the Russian Federation, to adjust its Personal Data, block it, as well as apply the remedies stipulated in the legislation of the Russian Federation.
- 5.3.4.2. The Depositors may receive cash income and other cash payments in respect of the equity securities subject to mandatory deposit through the Depository (Bank), which records title to such securities.
- 5.3.4.3. The Depositor may participate in the corporate actions of the issuer of securities recorded at the Depositor's securities account in compliance with the procedure stipulated herein.
- 5.3.4.4. The Depositor may receive information on the procedure of the corporate actions and participation therein in the manner stipulated hereby.

### 5.3.5. Liability of the Depository and the Depositor

- 5.3.5.1. The Depository shall not be liable for discharge of obligations under registered securities.
- 5.3.5.2. The Depository shall be liable to the Depositor for the security of records in the custodian accounting system, for providing correct data on Securities Accounts entries, completeness and correctness of transaction records, and compliance with the depository activities rules stipulated in the federal laws, regulations of the Russian Federation and these Terms and Conditions.
- 5.3.5.3. Should the Depository become a depositor of another depository, it shall be liable for its activities to the Depositor like for its own activities, excluding the cases when the agreement with another depository was executed and the account was opened with another depository / foreign depository pursuant to the express written directions of the Depositor.
- 5.3.5.4. The Depository shall not be liable for the damages resulting from the force-majeure circumstances, intent or gross negligence of the Depositor (Customer). Force-majeure circumstances are extreme and unavoidable circumstances in the given environment, including natural disasters, acts of war or terror, fires, accidents, technical failures, equipment and software faults and failures, change of the political regime and other political complications, riots, changes in the legislation and other regulations, and other unforeseen circumstances and phenomena that are beyond the Depository control, which could not be foreseen or avoided by the Depository.

The circumstances listed in this para exclude liability of the Depository or the Depositor, unless they were caused by wrongful acts (both intentional and unintentional) benefitting the Depository or the Depositor and giving rise to any of the circumstances listed above.

The Party affected by force-majeure circumstances shall take every step possible to minimize the negative impact caused by the said force-majeure circumstances.

- 5.3.5.5. The Depository shall not be liable for the consequences of the Custody Transactions, if it reasonably relied upon false documents that were submitted to the Depository and that the Depository deemed valid: when the document spuriousness (forgery), including forgery of the signature or the seal imprint, could not be established using the available visual procedures.
- 5.3.5.6. If securities and/or NFFIs are registered and/or stored in foreign TPBR based on directions (Instruction, Application) of the Depositor, the Depositor assumes all risks including but not limited to the risks of blocking securities/NFFIs, prohibition of transactions with such securities/NFFIs, financial losses, in particular losses of securities/NFFIs and income thereon in cases of blocking/transaction prohibition/other cases rendering impossible performance of Customer's

Instructions on nominee holder's accounts opened to the Bank in foreign accounting systems.

- 5.3.5.7. When any securities transaction taxes (transactional taxes) arise for foreign securities and/or NFFIs in accordance with the legislation of foreign states (hereinafter referred to as transactional financial instruments):
- 5.3.5.7.1. The Bank shall not bear obligations for assessment, declaration and payment of transactional taxes in respect of transactional financial instruments.
- 5.3.5.7.2. The Customer shall on its own assess, declare and pay transactional taxes in respect of transactional financial instruments.
- 5.3.5.7.3. The Bank shall not be liable for consequences of transactions performed based on Depositors' Instructions with transactional financial instruments, including but not limited to cases of financial tax deductions, claims of foreign tax authorities, foreign tax agents, TPBR.
  - 5.3.5.7.4. The Bank shall be entitled:
- not to perform Instructions related to crediting, debiting of transactional financial instruments (other than transactions of withdrawal of transactional financial instruments from record-keeping);
- transfer to Subaccounts of Securities Accounts/subaccounts of accounting records used to keep records of blocked transactional financial instruments, transactional financial instruments in case of their blocking, prohibition of transactions with such transactional financial instruments in TPBR.
- 5.3.5.7.5. The Depositor assumes risks including but not limited to risks of blocking transactional financial instruments, prohibition of transactions with transactional financial instruments, risks of financial losses, including losses of transactional financial instruments and income thereon in cases of blocking/prohibition of transactions/other cases rendering impossible performance of Customer's Instructions on accounts of nominee holder opened to the Bank in TPBR.
- 5.3.5.7.6.In cases of any claims of tax authorities of foreign states or Bank's upline depository, in particular, foreign depository, in respect of transactional taxes, including but not limited to cases of additional charge of tax, imposition of fines and penalties, the Depositor undertakes to reimburse all expenses incurred by the Bank which are deemed to have been incurred for account of the Depositor.
- 5.3.5.7.7. The Depositor assumes to indemnify the Bank against all other expenses deemed incurred by the Bank for account of the Depositor and related to the above expenses, including but not limited to expenses for representatives, advisors, auditors, accountants, all expenses and costs related to investigations, preparation and submission of documents and information.
- 5.3.5.8. In case of application of restrictive measures against citizens of the Russian Federation and Russian legal entities, unfriendly and contrary to international law actions on the part of foreign states and international organizations, as well as in cases of fulfillment by the Depository of requirements and restrictions (including cases where these requirements and restrictions contradict these Terms and Conditions) established by federal laws, regulations adopted in accordance with them, including Decrees of the President of the Russian Federation, as well as regulations of the Bank of Russia, instructions of the Bank of Russia, Resolutions of the Board of Directors of the Bank of Russia, Official Clarifications of the Bank of Russia, other documents of the Bank of Russia that must be applied, the Depository shall not be liable to the Depositor for losses incurred in connection with the application of the said measures, regulations and documents, including, but not limited to, losses resulting from restrictions/prohibition of transactions with financial instruments, corporate actions with financial instruments, loss of financial instruments and income and/or other due payments, including in cases leading to the impossibility of executing the Instructions / Applications of the Depositor.
- 5.3.5.9. The Depository shall not be liable to the Depositor for damages inflicted as a result of activities of a Representative, an Authorized Person of the Depositor, the issuer, the Registrar, the upline depository or the pledgee if the Securities Custody Place was selected pursuant to an Instruction of the Depositor.
- 5.3.5.10. The Depository shall not be liable to the Depositor for failure to conduct or untimely conducting transactions on the Securities Account, as well as for blocking the securities of the Depositor, for reasons beyond the control of the Depository and related to actions/inaction of the Depositor, third parties, including TPBR.
  - 5.3.5.11. When the Depository performs the tax agent functions, the Depository shall be liable for

a default on or improper discharge of the tax agent responsibilities entrusted to it pursuant to the legislation of the Russian Federation.

- 5.3.5.12. The Depositor shall be liable for the consequences of performing Custody Transactions or inability to perform them, as a result of a failure to provide (or delay in providing) documents and information stipulated herein, or providing incorrect or unreliable information.
- 5.3.5.13. The Depositor shall be liable for compliance of its security transactions with the legislation of the Russian Federation, regulations and its by-laws and executive documents (articles of association, resolutions of the general meeting of the shareholders, other resolutions, orders, etc.), for validity of the transactions and for discharge of its obligations on securities in respect of third parties.
- 5.3.5.14. The Depositor shall be liable for a default on or improper discharge of its obligations stipulated herein, in particular, for correct and timely payment for the services provided by the Depository. Should the Depositor fail to discharge of its obligations under the depository agreement or should there be any circumstances making it obvious that such obligations will not be performed in due term, the Depository is entitled to suspend the discharge of its counter-obligation or reject to discharge of it and require an indemnity for damages.
  - 5.3.5.15. The Depository shall not be liable for:
- failure to provide information in course of preparing the list of security owners and the list of persons exercising the rights conferred by the securities, if the relevant information was not provided by the Depositors;
- inaccuracy or incompleteness of information provided by the Depositors while preparing the list of security owners and the list of persons exercising the rights conferred by the securities;
- the manner and terms of processing in TPBR of documents received by the Bank from Customers and transferred to TPBR, including for Customers' participation in corporate actions related to securities;
- failure to provide the Depositor with information on corporate actions with respect to securities by e-mail due to the Customer's failure to provide an e-mail address to the Depository or provision of an incorrect e-mail address by the Customer;
- failure to submit to the Depositor information about corporate actions related to securities, in case such information was not received by the Depository from TPBR;
- Customer's (Depositor's) losses which may arise as a result of placement on the Bank's website: www.gazprombank.ru, of a notice of corporate action, in case the message received by the Depository from TPBR on the corporate action does not explicitly, expressly state any restrictions/prohibition to disclose information;
- compliance with escrow agreement terms and conditions under which the title to securities is registered on Escrow Securities Account;
  - default of obligations under securities accepted for record-keeping;
- Customer (Depositor) losses resulting from the electronic signature key or other information used to identify Customer (Depositor) messages confidentiality compromise as well as for the use by the Customer of invalid certificate of the EQES verification key;
- Customer losses caused by the risk event, provided for in para 5.10 hereof as well in other cases of confidential information compromise through no fault of the Bank.
- providing the Customer with incomplete information on accrued penalties/bonuses in case of receiving incomplete information from ICSD/NSD.
  - 5.3.6. Rights, Obligations of the Depository and the FS Customer.
- 5.3.6.1. After receiving daily/monthly reports on the amounts of monetary penalties/bonuses issued to the Depository on the basis of CSDR in respect of transactions from ICSD/NSD, the Depository shall send to FS Customers (f.  $\text{ИН}\Phi\text{-}\text{Ш}\Pi$ ):
- daily information messages (notices) on monetary amounts (in euros) of accrued penalties/bonuses incurred under each Instruction;
- monthly information messages (notices) on monetary amounts (in euros) of penalties/bonuses incurred under each Instruction, and the total amount (to be transferred by the FS Customer to the

Depository/to be transferred by the Depository to the FS Customer) based on the results of the reporting period (calendar month or otherwise).

The specified information messages shall be sent to FS Customers within the terms and in the ways provided for sending the document for payment in accordance with para 5.4 hereof.

The form of information messages (f. ИΗΦ-ШП) is given in Annex No. 4 hereto.

5.3.6.2. The total amount to be transferred by the FS Customer to the Depository/to be transferred by the Depository to the FS Customer shall be determined by the Depository by unilaterally offsetting the Depository's claims against the FS Customer to reimburse the amount of penalties for the reporting period (calendar month or otherwise) and the obligations of the Depository to transfer bonuses to the FS Customer arising from the execution of the FS Customer's Instructions on all Securities Accounts opened in the name of the FS Customer on the basis of CSDR.

For the avoidance of doubt, the amounts of penalties calculated on the basis of CSDR shall be deemed to have been incurred by the Depository on its own behalf or on behalf of the FS Customer, but in all cases at the expense of the FS Customer (in case of violation of CSDR by the FS Customer). Also, the Depository shall execute the FS Customer's instruction to transfer to the FS Customer the bonuses in accordance with CSDR, received by the Depository from other settlement infrastructure participants.

5.3.6.3. The FS Customer has the right to file an appeal against penalties after receiving from the Depository a daily notice of accrued penalties/bonuses by sending an Application to the Depository (in free form and agreed with the Depository).

The term for filing an appeal shall start from the moment of providing a daily information message (notice) on the accrued penalties/ bonuses and end on the fifth business day (inclusive) of the next month after the reporting period.

If the appeal is not filed within the specified period, the Parties shall consider that the penalty arose due to the fault of the FS Customer, and the FS Customer agreed with the penalty imposed on him/her.

The Depository shall notify the FS Customer on the decision in respect of the appeal (satisfied/rejected) by sending a daily information message (notice) according to f. ИΗΦ-ШП.

- 5.3.6.4. The FS Customer violating CSDR shall reimburse the costs of paying the penalties documented and actually incurred by the Depository, taking into account that monetary penalties apply to:
  - Instructions that were reconciled after the ISD,
- Instructions that were not executed on ISD or were only partially executed due to lack of financial instrument, cash.

The amounts of penalties incurred on the basis of CSDR through the fault of the Depository shall not be subject to compensation by the FS Customer.

- 5.3.6.5. The Depository has the right to reject/execute the Instruction to accept securities for registration/deregistration of securities if the Instruction is submitted to the Depository two days or less before the ISD specified in the Instruction.
- 5.3.6.6. In order to reimburse the expenses specified in para 5.3.6.4 hereof, the Depository shall issue an invoice.
- 5.3.6.7. FS Customers must pay the invoice in the manner and within the time limits established by para 5.4. hereof.

Total amounts (balance between penalties and bonuses) shall be paid in rubles recalculated at the official exchange rate of the Bank of Russia (euro to ruble) established on the date of debiting funds from the Bank's account opened with ICSD/NSD.

5.3.6.8. The Bank shall transfer the total bonus amounts (balance between bonuses and penalties) in rubles by crediting them to bank accounts opened with the Bank or opened with other banks and indicated by the FS Customer in the bank details questionnaire.

At the same time, the Bank shall recalculate (in rubles) the amounts due to the FS Customer at the official exchange rate of the Bank of Russia (rubles to euro) established on the date of crediting the funds to the Bank's account opened with ICSD/NSD.

5.3.6.9. When receiving income in any form (including in non-monetary form), the FS Customers

must, in the cases established by the Tax Code of the Russian Federation, independently pay income taxes to the budget.

5.3.6.10. With respect to the amounts of penalties written off from the Bank's account opened with NSD/ICSD, the Bank shall act as a tax agent in accordance with the Tax Code of the Russian Federation.

FS Customers must submit to the Bank documents, the list of which is determined by the Bank, confirming the possibility of applying an agreement on avoidance of double taxation in relation to the amounts payable to the counterparty - a foreign organization specified in the Instruction. These documents must be provided from the moment of receipt of the daily information message (notification) on the accrued penalties/bonuses, but no later than the 21st business day of the month following the month in which the penalty/bonus accrued.

### **5.4.** Payment for Depository Services

- 5.4.1. The Depositor shall pay for the Depository services pursuant to the Rates, unless otherwise provided for in a supplementary agreement to the depository agreement executed with the Depositor, as well as expenses incurred by the Depository in TPBR in connection with the services provided to the Depositor.
- 5.4.2. The Depository may amend the Rates unilaterally, provided that the Depositors (Customers) are notified thereof in compliance with the procedure stipulated in bullet 0 hereof.
- 5.4.3. Unless otherwise is stipulated herein, including in para 5.4.12 hereof and/or Rates or an agreement between the Parties, the Depository shall issue an invoice / send the information required for the payment for depository and related services to the Depositor (Customer) not later than fifteen (15) business days from:
  - the date of submission of the Instruction / Application to the Depository;
  - the date of services / the date of the expense in TPBR; and
  - the last date of the month in which the securities record-keeping services were provided.

The Depository may send an invoice / the information required for the payment for depository and related services to the Depositor (Customer) in any of the following ways:

- personal delivery when the Depositor / Representative visits the Depository;
- mail:
- via e-mail;
- via electronic document management system in accordance with the relevant agreements;
- via messages (text and voice messages to telephone subscribers whose phone numbers are available to the Bank);
  - through the Customer's manager<sup>4</sup>;
  - otherwise as agreed by the Parties.
- 5.4.4. The Depository shall be entitled to additionally inform the Depositor of any outstanding service payments under the Agreement by methods set forth in para 5.4.3 hereof.
- 5.4.5. Legal Entity Depositors shall pay for the services within fourteen (14) business days after the invoice/information required for the payment for depository services is sent according to para 5.4.3, bullet 5 of para 5.4.12 hereof, unless otherwise provided for herein or the agreement between the Parties.
- 5.4.6. The Trader shall pay for the services provided to the Trader's Customers on the basis of the monthly invoice issued by the Depository and specifying the total amount due broken down by Trader's Customer.
- 5.4.7. Individual Depositors shall pay for the services within thirty (30) days after the invoice/information required for the payment for depository and related services is sent according to para 5.4.3, bullet 5 of para 5.4.12 hereof, unless otherwise is stipulated herein.
  - 5.4.8. In case no payment is made in the period set forth in para 5.4.5 or para 5.4.7 hereof, the

\_

<sup>&</sup>lt;sup>4</sup>In case the Bank has appointed a personal manager for the Customer.

Depository may withhold the overdue amount out of the income on securities due to the Depositor.

- 5.4.9. With respect to the services of income payment on securities, the Depository shall withhold the fees, as indicated in the Rates, for the said services out of the income on securities due to the Depositor, without issuing an invoice to the Depositor.
- 5.4.10. Upon the Depositor's request, the Depository shall provide it a document evidencing that services were delivered.
- 5.4.11. The Depository may charge a pre-payment from the Transaction Originator while accepting from it Instructions/Applications on transactions that involve transactions to be performed in TPBR. The final cash settlements for such transactions are completed after the transaction is carried out in TPBR/ clearing completion in TPBR.
- 5.4.12. The Bank may charge from Brokerage Customers the fees in accordance with the Rates for custody services provided under the brokerage services agreements with the Bank, as well as the costs incurred in connection with the services provided to the Depositor in TPBR, by debiting Personal (Brokerage) Accounts in compliance with the procedure stipulated in the brokerage services agreement with the Bank, provided that:
- The Bank shall debit Personal (Brokerage) Accounts within 180 days starting from the first business day of the month following the month of service (settlement month) (securities custody services) or from the date of submission of the Application to the Depository/from the date of provision of services (other than securities custody services)/from the date of incurring an expense in TPBR.
- No Personal (Brokerage) Account shall be debited unless enough cash, free from any obligations, is available at such account. No partial debiting shall be allowed;
- The Bank has the right to inform Brokerage Customers about the need to replenish their Personal (Brokerage) Accounts in order to debit funds to pay for depository services by the methods specified in para 5.4.3 hereof;
- In case funds held on the Personal (Brokerage) Accounts are insufficient, the Bank may issue (send) an invoice/information required for the payment for depository services to the Depositor by the methods specified in para 5.4.3 hereof.
- 5.4.13. In case of rejection, when an Instruction/Application cannot be complied with through no fault of the Depositor (Customer) (other than in case of TPBR rejection of Instruction/Application), funds received by the Depository shall be returned to the Depositor (Customer).
- 5.4.14. In case of an Instruction rejection caused by the Securities Recipient failure to submit a Counter instruction/or by erroneous information specified in the Counter instruction as well as erroneous information specified by the Depositor in the Depository Documents, the funds received by the Depository shall not be returned to the Depositor and shall be retained by the Depository as a penalty.
- 5.4.15. Funds shall be repaid by the Depository to the Customer's bank account from which the funds were debited. If such repayment is impossible, the Depository may transfer the funds to the Depositor's account specified in the banking details questionnaire, and if no such account exists to the bank account specified in the Depositor's (Customer's) application filed to the Bank in free written form at the Service Location or sent by post.

# 5.5. Financial Service Recipient<sup>5</sup> Requests/Complaints (Appeals) Processing. Dispute Resolution

- 5.5.1. Unless otherwise provided by the Base Rights Protection Standard<sup>6</sup> or the legislation of the Russian Federation, at the request of the financial service recipient, the Bank shall provide:
- information in accordance with para 2.1 of the Base Standard, as well as documents and their copies containing the specified information (if necessary), by the method (at the choice of the Bank) by

<sup>&</sup>lt;sup>5</sup> In this section, "Financial Service Recipient", "customer", "potential customer" shall have the meaning defined by the "Base Standard for Protecting the Rights and Interests of Individuals and Legal Entities - Recipients of Financial Services Provided by Members of Self-Regulatory Organizations in the Field of the Financial Market Uniting Depositories", approved by the Bank of Russia, Minutes No. ΚΦΗΠ-8 dated 24.02.2022 (hereinafter referred to as the Base Rights Protection Standard).

<sup>&</sup>lt;sup>6</sup> The Base Standard is available on the official website of the Bank of Russia: https://cbr.ru/securities market/standards/

which such a request was sent (unless otherwise specified in the request), or by mail (or otherwise guaranteeing the delivery of a response) within fifteen (15) business days from the date of receipt of the request.

- information on the amount or procedure for calculating the remuneration of the Depository, other types and amounts of payments (the procedure for determining the amounts of payments) that the Customer (potential customer) will have to pay for the provision of financial services, within a period not exceeding thirty (30) business days from the date of receipt by the Depository of the relevant request. Such information, upon the decision of the Depository, may be provided by making it available on the Depository's official website, sending the Customer (potential customer) the full address of the page on the Depository's official website, where the specified information is available, as well as the name of the section of the Depository's official website where it is available (if any), unless otherwise requested.
- 5.5.2. The financial service recipient has the right to apply to the Depository with a complaint (appeal) in writing.
  - 5.5.3. The complaint (appeal) shall be submitted:
  - on paper by mail to the location of the Bank/Service Location or in person at Service Locations;
  - in electronic form in the "Feedback" section on the Bank's website: www.gazprombank.ru.
- 5.5.4. The Depository shall inform about the receipt of an appeal (complaint) sent in accordance with para 5.5.2 hereof:
- filed in person at the Service Location by issuing a copy of the appeal (complaint) with acceptance marks;
  - in other cases, by one of the methods as decided by the Depository:
  - via SMS to the phone number indicated in the appeal (complaint),
- via e-mail to the e-mail address from which the appeal (complaint) was received / indicated in the appeal (complaint) / available in the Depository's Books of Record,
- by mail to the address from which the appeal (complaint) was sent/address available in the Depository's Books of Record.
- 5.5.5. The Depository shall have the right not to respond to the received appeal (complaint) in the following cases:
- 5.5.5.1. The appeal (complaint) does not contain information that makes it possible to unambiguously identify the financial service recipient (including, in relation to an individual last name, first name, patronymic (if any), series and number of an identity document, in relation to a legal entity full name and location of the legal entity), as well as the address (details) for sending a response.
- 5.5.5.2. The appeal (complaint) contains obscene or offensive language, threats to the property of the Depository, property, life and/or health of the employees of the Depository, as well as members of their families;
  - 5.5.5.3. The text of the written appeal (complaint) is not readable;
- 5.5.4. The inquiry, application or the complaint contains no new information, and all arguments presented therein were previously reviewed objectively and in full, and a response was provided to the applicant. At the same time, a notification on dismissal of the motion application containing a reference to the previous response shall be delivered to the applicant.
- 5.5.5.5. The appeal (complaint) does not contain a signature (electronic signature) of the financial service recipient or his/her authorized representative (in relation to legal entities).
- 5.5.6. The Depository has the right, when considering an appeal (complaint), to request additional documents and information from the applicant.
- 5.5.7. Based on the outcomes of processing the materials of the application or the claim in accordance with the procedure established at the Bank, the decision is made to satisfy the requirements (suggestions) specified therein or to deny them.
- 5.5.8. The written response on the results of processing the appeal (complaint) shall be sent to the applicant on paper or in electronic form (unless otherwise is stated in the appeal (complaint) not later than thirty (30) calendar days from the receipt of the appeal (complaint). The response shall be signed by the authorized person of the Bank.

The response shall be sent by the Bank:

- on paper by mail or can be issued at the Service Location (if the appeal (complaint) contains an indication that a response will be issued at the Service Location);
- or in electronic form (unless otherwise specified in the appeal (complaint) by e-mail to the e-mail address available in the Depository's Books of Record.

### 5.5.9. **Dispute Resolution**

- 5.5.9.1. The parties undertake to comply with the extrajudicial dispute resolution procedure in respect of disputes and controversies arising in course of interaction between the Parties hereunder. The claim shall be presented in writing and it shall be signed by an authorized representative of the Party. The claim shall include the requirements of the applicant, the amount of the claim and calculation thereof, the circumstanced underlying the applicant's requirements and the evidence confirming them, the list of the documents and other evidence attached to the claim. The documents required for considering the merits of the claim shall be attached thereto.
- 5.5.9.2. The Depository that received the claim of the financial service recipient must consider the received claim and notify the financial service recipient in writing by mail within thirty (30) business days from the date of receipt of the claim.
- 5.5.9.3. Should the parties fail to come to an agreement in respect of the claim, the disputes shall be referred to court in compliance with the legislation of the Russian Federation.

### **5.6.** Confidentiality

- 5.6.1. The Depository shall protect confidentiality of information about the person to whom the Securities Account is opened, as well as information about such account, including all transactions with such account.
- 5.6.2. The information specified in para 5.6.1 hereof may be disclosed only to the Depositor itself/ a Representative/ Authorized Persons, as well as other persons in compliance with the federal legislation.
- 5.6.3. The Depository may disclose information on the Depositor and on transactions with the Depositor's Securities Account to other parties pursuant to the written directions of the Depositor.
- 5.6.4. The Depository may issue extracts and statements upon request of the Depositors' heirs and/ or surviving spouses in compliance with the procedure stipulated herein.
- 5.6.5. In cases stipulated herein, the information specified in para 5.6.1 hereof may be provided by the Depository to pledgees.
- 5.6.6. The Depositor agrees that information specified in para 5.6.1 hereof about the Depositor, Depositor's customers inter alia information contained in the Depositor Questionnaires in cases stipulated by:
- Russian legislation, in particular for the purposes of issuer's disclosure of information at securities market subject to requirements of article 30 of FZ "On Securities Market,"
- applicable foreign law and depository activities rules of a foreign depository, corporate actions procedure
- in the manner prescribed by NSD for disclosing information about the owners of foreign securities at the request of the issuer,

will be transferred without the Depositor's additional consent, including cross-border transfer, to the issuer, the registrar, the depository, where the Depository was opened the Securities Account of the nominee holder, to the foreign depository, where the Depository was opened a Depository's securities account, to other persons, provided that such information is transferred under an Agreement entered into/performed with such Depositor.

### 5.7. Procedure for Amending these Terms and Conditions and Communicating Information to Depositors (Customers) of the Depository

- 5.7.1. The Bank may amend or supplement these Terms and Conditions, without agreeing such amendments or supplements with the Depositor (Customer). All amendments and supplements hereto shall be approved in compliance with the procedure established at the Bank.
  - 5.7.2. Should these Terms and Conditions be amended and/ or supplemented, the Depository

shall notify the Depositor (Customer) accordingly at least five (5) business days before such amendments or supplements become effective, unless such amendments and/ or supplements are due to the changes in the applicable legislation or requirements of the control authorities and shall have immediate effect.

5.7.3. Amendments and/ or supplements introduced in these Terms and Conditions, location and contact phones of the Depository, the Customer service hours, as well as other information shall be published on the Bank web site www.gazprombank.ru.

### **5.8.** Termination of the Agreement

- 5.8.1. The Agreement shall be terminated on the following grounds:
- 5.8.1.1. If any of the following circumstances occur:
- the Depository license of the professional securities market participant to perform depository activities is cancelled;
- if the license of the professional securities market participant to perform depository activities and specialized depository activities issued to the Depositor who opened a nominee account is cancelled:
  - the Depository or the Depositor is liquidated as a legal entity.

The party affected by one of the aforesaid circumstances shall immediately notify the other party thereof. The Depositor shall notify the Depository by sending such information in writing, the Depository shall notify the Depositors by publishing the relevant information on the Bank web site www.gazprombank.ru.

- 5.8.1.2. Unilaterally, as initiated by one of the parties:
- at the Depositor initiative by closing all Securities Accounts opened in the name of the Depositor in compliance with subpara 10.3 hereof;
- at the Depository initiative by closing all Securities Accounts of the Depositor taking into account the requirements stipulated herein.
- 5.8.1.3. On other grounds stipulated in the legislation of the Russian Federation (including legislation countering the legalization (laundering) of proceeds from crime and financing of terrorism), FZ No. 340, the regulations of the Bank of Russia.
- 5.8.2. The Agreement shall be deemed terminated as of the time when the last Securities Account opened in the name of the Depositor is closed.
- 5.8.3. At the time of the Agreement termination, the parties shall complete all mutual settlements under the Agreement.
- 5.8.4. Should the Agreement be terminated other than in case of liquidation of a Legal Entity Depositor, the Depository is entitled to perform the activities aimed at withdrawal of the securities from the Securities Account and subsequent depositing of such Depositor's securities to the personal account opened for the latter in the register of securities owners or to the account of the nominee holder's Customers opened by the Depository that performs centralized registration of title to securities.

The Depository shall notify the Depositor in writing on withdrawal of securities specifying the name of the registrar (depository) that opened the personal account (the account of the nominee holder's customers) where the said securities were deposited and the number of such account.

If a pledge was registered in respect of securities, the Depository shall also be entitled to unilaterally terminate the Agreement, after withdrawal of pledged securities from the Securities Account on condition of:

- performance of actions set forth in the first and second paragraphs of this clause, as well as
- transfer of information on the conditions of pledge and the pledgee to another depository or another person who will register the rights of owner, trustee or foreign custodian to such securities, unless the Instruction for withdrawal of such securities or Instruction on recording (registration) of securities transactions restriction otherwise stipulates, and
- notification of the pledgee in writing on withdrawal of securities specifying the name of the registrar (depository) that opened the personal account (the account of the nominee holder's customers) where the said securities were deposited and the number of such account.
  - 5.8.5. Should the Agreement be terminated, and should there be a positive balance of securities

at the owner's Securities Account opened to the liquidated Legal Entity Depositor, the Depository is entitled to perform the activities aimed at withdrawal of the securities from the Securities Account and subsequent depositing the said securities to the unidentified persons account opened by the registrar or by the Depository that performs centralized registration of title to securities with the concurrent withdrawal from the relevant accounts of the Depository acting as a nominee holder.

- 5.8.6. Upon withdrawal of the securities from the Securities Account and subsequent depositing the said securities to the unidentified persons account in accordance with para 5.8.5 hereof, the Depository shall notify the registrar and the depository providing centralized registration of title to securities about the liquidated legal entity from whose Account the securities are withdrawn.
- 5.8.7. If the license of the Depositor acting as a nominee holder is cancelled, in case the Depositor acting as a nominee holder fails to transfer securities to the owners' accounts within the established time limits, and if the Depository has a list of depositors prepared by the Depository acting as a nominee holder, the Depository shall hand such lists over to the registrar or the depository providing centralized registration of title to securities.

In case the Depository acting as a nominee holder fails to hand over the above lists, the Depository may act as provided for in para 5.8.5 hereof.

5.8.8. If the license of the Depositor acting as a fiduciary manager is cancelled, in case the Depositor acting as a fiduciary manager fails to transfer securities to the owners' accounts, and if the Depository possesses the information about its customers, the Depository shall deliver such information to the registrar or the depository providing centralized registration of title to securities, except when the securities management license is not required when the securities management includes only the exercise by the manager of the rights vested by securities.

In case the Depository acting as a fiduciary manager fails to deliver the information on its customers, the Depository may act as provided for in para 5.8.5 hereof.

- 5.8.9. In case the securities of the liquidated Depositors may not be transferred to the account of unidentified persons opened by the Registrar or the Depository responsible for centralized registration of title to securities, respectively (including the case when the securities registry is deposited with a self-regulating financial market association of registrars, or the securities registry is in the Registrar's custody after termination of the contract with the issuer), the Depository may:
  - suspend the securities account of the liquidated Depositor;
  - in the event that the registry is resumed, take the actions stipulated in para 5.8.5 hereof;
- in case of subsequent liquidation of the issuer of securities, withdraw securities from securities accounts in accordance with para 11.2.3.8 hereof.
- 5.8.10. In case the Depository ceases to conduct the depository activity, information and/or documents on the rights of Depositors shall be transferred to the Registrar or other Depository in accordance with the legislation of the Russian Federation, except for information on certified securities that are not subject to centralized registration of title, the certificates of which shall be transferred to the Depositor or other Depository specified by the Depositor.

### 5.9. Securities Accounts Contra Entries

5.9.1. The Depository may make contra entries to the Securities Account if a Custody Transaction is performed without an Instruction or violates the terms and conditions stipulated in the Instruction or another document that forms the grounds for carrying out the transaction (the entry that is permitted to be corrected).

In that case, the erroneous entry may be corrected before the end of the business day following the day when the erroneous entry was made provided that the report on the transaction performed and/ or a Securities Account statement reflecting erroneous data have not been sent to the Transaction Originator.

- 5.9.2. Hereby, the Depositor gives the Depository its consent to making contra entries to the Securities Account in cases that are not stipulated in para 5.9.1 hereof, necessary to eliminate an error in the entry that is permitted to be corrected. The Depository shall submit to the Depositor the report on the Custody Transaction performed (contra entry to the Depositor's securities account) upon request of the Depositor and with no fee charged for the depository services.
- 5.9.3. The Depository shall make contra entries to the Securities Accounts of a nominee holder or a foreign nominee holder only upon the consent given, for each such entry, by the person to whom such an account is opened, or of any other person who may give instructions or requests to make contra entries under the federal laws or these Terms and Conditions, except for the correction of errors permitted in the cases provided for by para 5.9.1 hereof.

### 5.9.4. Procedure to Eliminate Discrepancies in the Number of Securities during Reconciliation

- 5.9.4.1. If a discrepancy in the number of securities is identified during reconciliation, stipulated by Article 8.5 of the FZ "On Securities Market," the Depository shall no later than on the next Business Day following the day when the said discrepancy was identified or should have been identified notify the Bank of Russia thereof and eliminate the above violation pursuant to the requirements of the FZ "On Securities Market" in accordance with the procedure provided for herein.
- 5.9.4.2. If the number of securities recorded by the Depository on Securities Accounts registering the title to securities and on the unidentified owners account exceeds the number of such securities registered on personal accounts (securities accounts) of a Nominee Depositor, opened for the Depository and on accounts opened to it by a foreign depository as a person acting in the interests of other persons, the Depository shall:
  - 5.9.4.2.1. determine the reason for such discrepancy;
- 5.9.4.2.2. take actions required to identify Depositors from which Securities Accounts the securities must be withdrawn and when such Depositors are identified withdraw securities from their Securities Accounts without Depositors' Instructions on the basis of a Service instruction.

The procedure for identification of Depositors from which Securities Accounts the securities must be withdrawn shall be as follows:

- identification of the Securities Account where the securities causing the discrepancy are registered and if this is the Securities Account where the securities of a particular Depositor are registered then withdraw securities from the Securities Account of such Depositor;
- use/receipt by the Depository of information provided by Securities Custody Place containing information on actions/inactions of a particular Depositor being the reason for the discrepancy in the number of securities;
- availability with the Depositor of any other information on actions/inactions of a particular Depositor being the reason for the discrepancy in the number of securities.
- 5.9.4.2.3. If the Depositors from which Securities Accounts the securities need to be withdrawn have not been identified, the Depository shall withdraw the required number of securities from the unidentified owners account (if the required number of securities is available on that account) on the basis of a Service Instruction.

If the number of securities on the unidentified owners account is not sufficient to eliminate the discrepancy identified during reconciliation the Depository shall first withdraw the securities on the basis

of a Service Instruction without Depositors' Instructions from the unidentified owners account (if securities in excess are available on such account) and then withdraw the deficient number of securities from the Depositors' Securities Accounts in proportion to the number of securities registered on each such Securities Account.

Taking into account the need to comply with the restrictions set by the legislation of the Russian Federation among other the impermissibility to interrupt securities encumbrance, to violate the restrictions of rights to dispose of securities and etc., the Depository shall be entitled to identify the Securities Accounts from which the securities are not withdrawn or are withdrawn in a different quantity (not in proportion).

- 5.9.4.3. Securities are withdrawn from Trading Securities Accounts with consent of the relevant clearing organization.
- 5.9.4.4. Securities Accounts and unidentified owners account entries by the Depository in respect of securities in excess from the date when such excess was identified till securities withdrawal pursuant to the procedure above is not allowed except for entries made for the purpose of such withdrawal. Until the securities are withdrawn pursuant to the procedure above the Depository shall impose restrictions of rights to dispose such securities.
- 5.9.4.5. After the securities withdrawal from the unidentified owners account and/or from Depositors' Securities Accounts the Depository shall ensure at its own discretion:
- the depositing of the equal number of identical securities into the unidentified owners account and/or to Depositors' Securities Accounts from where securities have been withdrawn;

۸r

- the indemnification of Depositors' losses.

Losses shall mean the actual damage calculated based on estimated value of withdrawn securities as of the date of their withdrawal pursuant to value determination procedure established in the Depository Rates. Loss of profit shall not be subject to indemnification.

The amount of losses is transferred to the Depositors using bank details available with the Depository.

The period for securities depositing or loss indemnification by the Depository shall not exceed one and the half years from the date of securities withdrawal.

- 5.9.4.6. If the discrepancy in the number of securities indicated in this para of the Terms and Conditions was caused by actions of the register holder or another depository, the Depository shall have the right of regress to the relevant person in the amount of losses indemnified by the Depository including expenses incurred by the Depository while discharging the obligation stipulated by Article 8.5 of the FZ "On Securities Market."
- 5.9.4.7. The Depository shall be released from obligations stipulated in subpara 5.9.4.5 hereof if securities withdrawal was caused by actions of another depository (a foreign organization performing the registration of title to securities as a person acting in the interests of other persons), a depositor (customer) of which it has become in accordance with the Depositor's written direction (Instruction).

# 5.10. The Risk of Electronic Document Management Is the Risk Related to Loss Occurrence During Communication Between the Bank and the Customer via Electronic Files Using E-Mail Systems

The use of insecure communication channels such as email may result in third party unauthorized access to information received/transmitted compromising information confidentiality. This may give rise to Customer losses related to unauthorized use by third parties of information about Customer transactions and data.

5.11. Risks associated with unfriendly and contrary to international law actions of foreign states and international organizations that take unfriendly actions against Russian legal entities and individuals, and with the introduction of restrictive measures against Russian citizens and Russian legal entities.

Due to the reasons beyond the Bank's control, in connection with:

- the instability of the political and economic situation in the world,

- the introduction of restrictive measures in relation to the financial system of the Russian Federation and a number of Russian individuals and legal entities, including the Bank,
- restrictions on higher accounting systems and other financial organizations participating in the chain of accounting for rights to foreign assets (foreign financial instruments)/in the chain of payments for the payment of income and the value of foreign assets (foreign financial instruments),

there are, including, but not limited to, political, economic, legal risks up to blocking the Custody transactions and corporate actions with foreign financial instruments on Securities Accounts, as well as non-receipt of income payments and/or other due payments on foreign financial instruments and other adverse consequences for Customers.

These Terms and Conditions contain a declaration on the risks (Annex No. 18) associated with the introduction of restrictive measures, which are known and clear to the Customer.

### 6. Securities and FFI Admission to Service and Service Termination

### 6.1. Procedure for Securities and FFI Admission to Custody Service

- 6.1.1. The Depository shall perform transactions with securities, which issue (additional issue) is included in the list of securities and FFI issues that have passed the procedure for admitting the securities to custody service at the Bank (hereinafter referred to as "the Issues List"). The Issues List is published at the Bank official website www.gazprombank.ru.
  - 6.1.2. The Depository initiates the procedure for admitting securities to custody service:
- from the Depositor: the Instructions for securities acceptance for record-keeping (f. ΠΡ-04.Π). No Instruction shall be submitted in case of purchase of securities that are not on the Issues List as part of the brokerage services or the Holder services provided to the Depositors by the Bank;

or

- from the Customer, the issuer of the securities, the Registrar keeping the register of the registered securities owners, or other persons Application to Have a Securities Issue/ Foreign Financial Instrument Accepted for Depository Services following no particular form or drawn in the recommended form (f. 3B-01).
- 6.1.3. The Depository may request the persons submitting to the Depository the said Instruction or application to provide documents containing information sufficient for identifying the issue (additional issue) of the securities or FFI, its issuer and Registrar. Such documents may include:
- a copy of the registered resolution on the issue and/ or the offering circular (if it is necessary to register it), or a copy of another document required for registration of this type of securities;
- a copy of the report on results of the securities issue (additional issue), if the report is registered, or a copy of the notification from the registration authority on registration of the report on the securities issue results;
- a copy of the notification (communication, order) of the Bank of Russia, the Ministry of Finance of the Russian Federation describing the securities issue (additional issue), a copy of the resolution on securities issue, another document describing the securities issue (tranche, series) (in case of government stocks and securities subject to the equivalent issue terms and conditions);
- an extract (notification, report) of the Registrar/ the upline depository on depositing the particular issue of securities to the Bank personal account at the registrar or at the Bank nominee account at the upline depository; and
  - other documents.
- 6.1.4. The Depository may use the following sources in order to obtain information required to qualify FFI as securities:
  - the National Numbering Agencies Association member organization;
- a professional securities market participant engaged in depository activities that confirms ISIN and CFI codes were assigned to the FFI;
  - the official web site of the Bank of Russia notifying that the FFI qualifies as securities;
  - the official web site of the National Numbering Agencies Association member

organization containing information on ISIN and CFI codes assigned.

The persons submitting to the Depository the Instruction or the Application to Have a Securities Issue/Foreign Financial Instrument Accepted for Depository Services shall indemnify the Depository for the actual expenses incurred by the Depository on its behalf and at the expense of the said persons in connection with obtaining the document that confirms the FFI qualification as a security. The Depository may require an advance payment of its costs and/ or expenses.

- 6.1.5. The securities are not admitted to service in the following cases:
- the issue (additional issue) of the securities failed to pass the state registration pursuant to the requirements of the Russian Federation legislation, other than in cases when securities are issued without the offering circular registration in the Russian Federation pursuant to the resolution of authorized bodies;
  - securities tenor expired (the issue is repaid, cancelled/ shall be cancelled);
- a notification was received from the registration authority stating that securities issue placement and transactions with such securities were suspended;
- the securities may not be admitted for custody service pursuant to the securities issue trading terms or regulations;
- the procedure for depositing restricted securities to the Securities Account conflicts with the procedure stipulated in para 15 hereof;
  - other reasons.
- 6.1.6. The Depository may reject the person initiating the procedure for admitting securities issue or FFI qualifying as securities for custody service without disclosing the reasons.
- 6.1.7. The Depository shall notify the persons who initiated the procedure for admitting securities issue (additional issue) for service of its rejection to admit securities issue (additional issue) in writing within seven (7) business days upon receipt of the application from such person. The Depository is entitled to refrain from disclosing the reasons for rejection to the Customer.

### 6.2. Termination of Securities Issue and FFI Service

- 6.2.1. Service of the securities issue (additional issue) by the Depository is terminated in the following cases:
  - redemption of the securities issue (a series of the securities issue);
- the registration authority resolves to deem the securities issue (additional issue) failed or to cancel such issue;
  - court judgement deeming securities issue (additional issue) invalid becomes effective;
  - liquidation of the securities issuer;
- winding up of the issuer through restructuring, if an entry is made in the Unified State Register of Legal Entities on termination of the issuer activities in cases stipulated in the legislation of the Russian Federation;
- if securities of the given issue (additional issue) are not recorded at the Depositors' Securities Accounts; and
  - in other cases, stipulated in the legislation of the Russian Federation.
- 6.2.2. The Depository terminates services to the issue (additional issue) and excludes securities from the List provided that securities of the given issue are not recorded in any Securities Accounts opened at the Depository.

### 7. Means of Registering Title to Securities and Securities Custody Places

### 7.1. Means of Registering Title to Securities

- 7.1.1. The Depository may use the following means of registering title to securities:
- open registration is registration of title to securities whereby the Depositor may issue Instructions to the Depository only in respect of a specific quantity of securities of a particular issue registered on the Securities Account without indicating the individual parameters of securities<sup>7</sup>;
- labeled registration is registration of title to securities whereby the Depositor, while issuing an Instruction, shall specify not only the number of securities but also the indicator of the group, to which securities belong. If the Depository selects the labelled registration, the grouping criterion of the securities shall be TPBR (Securities Custody Place) and a reference to the type of securities account of a nominee holder opened to the Depository in TPBR (trading/non-trading account), clearing organization or other parameter of such securities account of a nominee holder, unless otherwise provided for in the terms of securities issue or the rules for securities record-keeping. The Depository shall keep the information on the grouping of securities held on the Securities Account; and
- closed registration is registration of title to securities whereby the Depository undertakes to accept and carry out the Depositor's Instructions in respect of any particular security registered on its Securities Account.
- 7.1.2. The Depository may apply any of the aforesaid means of registration title to securities unless a particular means is a mandatory term for arranging securities issue registration in compliance with the legislation of the Russian Federation.

### 7.2. Securities Custody Places

- 7.2.1. The Bank is entitled to determine Securities Custody Places independently, unless otherwise provided for in the legislation of the Russian Federation, the securities issue and trading terms, and other documents.
- 7.2.2. Information on Securities Custody Places permitted by the Bank for an existing security is provided in the Issues List of securities accepted for servicing by the Bank.
- 7.2.3. The Depository may move securities across Securities Custody Places specified in the Issues List of securities accepted for servicing by the Bank, unless that contradicts the legislation of the Russian Federation, the securities issue and trading terms, as well as these Terms and Conditions.
- 7.2.4. Inventorial Custody Transactions performed in connection with the change of the Securities Custody Places and transactions carried out in TPBR, shall be performed by the Depository as transactions for withdrawal/acceptance of securities from/for record-keeping.

### 8. Procedure for Submitting Instructions and Other Documents to the Depository, Transfer Agent

8.1. Custody Transactions are carried out on the basis of the Instructions signed by the Transaction Originator and submitted to the Depository for performance, as well as other documents stipulated in the federal laws of the Russian Federation and/or these Terms and Conditions.

As the basis for Custody Transactions performance the Depository shall be entitled to use documents received by the Bank from the Depositor under brokerage services provided to the Depositor as well as documents (instructions) of the Bank prepared on the basis of Brokerage Customer's instructions.

In case the Instruction indicates the execution date and/or a condition precedent, the Depository shall process the instruction on such date and/or when such condition is met.

In case the Depository is required to verify any documents attached to the Instruction, the term

-

<sup>&</sup>lt;sup>7</sup> The individual attributes of securities are defined in the Base Standard.

for performance of transactions/submission of rejection of a transaction shall commence on the date of receipt of the relevant opinion.

- 8.2. The Transaction Originator may be the Depositor, an Authorized Person, a Representative of the Depositor, the Depository, a pledgee, as well as other individuals in accordance with the powers and authorities defined in these Terms and Conditions.
- 8.3. The Depositor, who is an individual, has the right to send to the Depository an appeal containing an instruction not to carry out transactions (prohibition of transactions) on the Securities Accounts on the basis of Instructions/Applications submitted by third parties, including Representatives by proxy, or revocation of the previously sent prohibition. The specified application shall be submitted to the Bank in person or sent by mail.

An application sent by mail must be accompanied by a notarized copy of all pages of an identity document, and the Depositor's signature on the application must be notarized.

On the basis of the appeal, the Depository shall enter information in the Depository's Books of Record on the prohibition of transactions by third parties, provided that the data submitted by the Customer remains the same as the data available in the Depository.

Until the Depository receives the cancellation of the prohibition previously sent by the Depositor, the Representative by proxy shall not be entitled to submit Instructions/Applications.

8.4. Instructions and other documents shall be submitted to the Depository, the Transfer Agent, shall be performed by the Transaction Originator other than in cases that are expressly stipulated in these Terms and Conditions.

Legal Entity Depositors shall be entitled to send Instructions and any attached documents by mail, including Customer's documents sent to update identification details:

- for performance of administrative transactions (change of Customer Questionnaire data, opening of the second and any subsequent Securities Accounts, closing of Securities Accounts, opening/closing of Subaccounts of the Securities Accounts); and
  - for performance of information transactions.
- 8.5. Instructions and documents may be accepted from the Depositor/ a Representative/ an Authorized Person in electronic form in cases and in compliance with the procedure stipulated in the legislation of the Russian Federation and the agreement between the parties as well as these Terms and Conditions.

In cases not provided for herein the format of electronic Instructions and means of their submission are governed by a separate agreement between the Bank and the Depositor (Customer).

- 8.6. The Depositor may, without concluding a separate agreement, submit to the Depository Instructions and other documents in a soft-copy form, and the Depository may transfer to the Depositor statements and reports in form stipulated in these Terms and Conditions:
- 8.6.1. Using the international interbank system for financial telecommunications and payments (Society for Worldwide Interbank Financial Telecommunication, SWIFT) subject to the following conditions (applies to Legal Entity Depositors):
  - 8.6.1.1. Each of the Depository and Depositor shall have an agreement executed with SWIFT.
- 8.6.1.2. The Depository and the Depositor acknowledge that SWIFT data protection system is sufficient for protecting confidential information and its integrity, as well as for authenticating electronic documents, as described in the SWIFT user manual, and undertake to comply with the requirements of the manual aimed at their implementation.
- 8.6.1.3. The Depository and the Depositor must generate messages in compliance SWIFT rules and requirements. The Depository shall publish the guidelines for completing instructions on Custody Transactions and other messages in accordance with ISO 15022 standard at the Bank website www.gazprombank.ru.
- 8.6.1.4. The messages that were not generated in compliance with SWIFT rules and requirements shall not be accepted by the Depository for performance.
- 8.6.1.5. In the course of documents exchange via SWIFT system, the below BIC code shall be used in respect of the Depository: GAZPRUMM.
  - 8.6.1.6. The Depositor may submit Instructions via SWIFT, and the Depository may perform

the transmitted (received) instructions after the Depositor sends and the Depository receives f. 3B-SWIFT application.

- 8.6.1.7. In case there are no changes to the questionnaire data, the Depositor may submit Instructions for performance of the below Custody Transactions/Applications for participation in corporate actions:
  - to open a securities account (while open the second and subsequent securities accounts);
  - to close the Securities Account;
- to open/ close subaccounts (unless other documents shall be submitted to the Depository);
  - to amend banking details;
  - to accept/withdraw securities for/from record-keeping;
  - to perform transfers on securities accounts/ by subaccounts of the securities accounts;
  - to perform information transactions; and
- to participate in corporate actions (unless additional documents shall be submitted to the Depository).

List of compliance of Depository Documents forms, which may be accepted by the Depository as well as reports and statements sent by the Depository to Customers to ISO 15022 formats is set forth in Annex 17 hereto.

- 8.6.2. Using the electronic document management system upon exchange of financial electronic messages via SPFS (in case the Bank has relevant technical capabilities) subject to the following conditions (applies to Legal Entity Depositors):
- 8.6.2.1. The Depository and the Depositor have separately entered into an agreement with the Bank of Russia providing for exchange of financial electronic messages via SPFS.
- 8.6.2.2. The Depositor entered into with the Bank into an agreement on electronic document management upon exchange of financial electronic messages via SPFS.
- 8.6.2.3. The Depositor and the Depository exchange documents in SWIFT formats via the Bank of Russia.
- 8.6.2.4. The documents in the form of SWIFT-messages must be executed under the standards and rules established by SWIFT in respect of options and fields provided for by the relevant message type. The Depository shall publish the guidelines for completing instructions on Custody Transactions and other messages in accordance with ISO 15022 standard at the Bank website www.gazprombank.ru.
- 8.6.2.5. The Depositor may submit Instructions/Applications via SPFS, and the Depository may perform the transmitted (received) instructions/Applications after the Depositor sends and the Depository receives f.  $3B-C\Pi\Phi C$  application.
- 8.6.2.6. In case there are no changes to the questionnaire data, the Depositor may submit Instructions for performance of Custody Transactions/Applications for participation in corporate actions in accordance with para 8.5.1.7 hereof.
- 8.6.2.7. The Depositor agrees that exchange of documents via SPFS is also permitted in cases of SWIFT unavailability for technical and/or other reasons in accordance with cl. 8.5.1 hereof. In this case f. 3B-C $\Pi\Phi$ C applications shall not be submitted by the Depositor. The Depository shall notify the Depositor of commencement of SPFS use through contact details reported by the Depositor in the Customer Questionnaire.
  - 8.6.3. With the use of EQES (available for Legal Entity Customers (Depositors):
- 8.6.3.1. Electronic documents with EQES are accepted for processing subject to compliance with the following provisions:
- fulfillment of conditions for recognizing legal effect of the electronic signature set by Federal Law No. 63-FZ "On Electronic Signature" as of 06.04.2011;
  - electronic signature algorithm meets GOST R34.10-2012;
  - the validity period of the certificate of the electronic signature verification key pertaining to this

electronic signature is in effect as of the date of electronic document signing;

- EQES belongs to the owner of the certificate of the electronic signature verification key authorized to sign electronic documents;
- the electronic signature represents a separate file (unlinked electronic signature) in PKCS#7 format and .DER. coding;
- software certified by an authorized federal authority and ensuring encryption of transmitted information as well as electronic signature generation and verification is used during electronic documents exchange;
- if it does not contradict the legislation of the Russian Federation when the Customer intends to use EQES of a third-party certification center while exchanging documents with the Bank, the Bank shall forward to the Customer a list of certification centers acceptable for the Bank. The Customer may select a certification center from the list so forwarded.
- 8.6.3.2. Electronic document transmission (opening Securities Accounts/Subaccounts of Securities Accounts/closing Securities Accounts/Subaccounts of Securities Accounts/ changing Securities Account mode/amending Customer Questionnaire/appointing the Bank an Operator of Subaccounts of Securities Accounts, Applications for participation in corporate actions) as well as information transactions) signed with EQES may be carried out:
  - to the e-mail address of the Depository: <u>DEPO.DC@Gazprombank.ru</u><sup>8</sup>;
  - to e-mail addresses of the Depositors (Customers) available to the Depository or provided by the Depositor (Customer) in a separate application; or
  - as free-form electronic documents but fully meeting the document forms, provided herein.

Electronic documents are exchanged in a closed mode – each file containing electronic documents must with signed with a valid EQES and encrypted.

- 8.6.3.3. Electronic documents sent in compliance with para 8.5.3.1 of these Terms and Conditions shall equal hard copies, signed with a handwritten signature, shall have the same legal effect and may be admissible in evidence in court.
- 8.6.4. The Depositor (Customer) shall be entitled to send to the Depository depository and other documents, the list of which is established herein and the Depository shall be entitled to send to the Depositor (Customer) statements and reports in the form, provided herein with the use of the electronic document management system of the electronic trading platform (hereinafter referred to as EDM ETP GPB).
- 8.6.4.1. This service is available only for Legal Entity Depositors (Customers), who concluded an agreement for provision of access to EDM ETP GPB system.<sup>9</sup>
- 8.6.4.2. The exchange of Instructions and other Depository documents, as well as statements and reports between the Depositor (Customer) and the Depository via EDM ETP GPB system shall be by way of free-form electronic documents fully meeting the document forms, provided herein.
- 8.6.4.3. Procedure for registration in EDM ETP GPB system as well as documents required to be connected to the system are placed on the website: https://etpgpb.ru/edo.
- 8.6.5. The Depository shall be entitled to reject free-form electronic documents received from the Customer (Depositor) if they cannot be processed due to poor quality of scanned copies or for other reasons.
- 8.7. The "Depository-Customer" automated system for electronic documents exchange may be used for exchanging documents (the list of which is set by these Terms and Conditions) with the Depositor (Customer).

-

<sup>&</sup>lt;sup>8</sup> The Bank is entitled to choose other/additional e-mail addresses and inform the Customer thereof by placing information on the Bank's web site.

<sup>&</sup>lt;sup>9</sup> In case the Bank has relevant technical capabilities.

This service is available for the Depositors (Customers) which are individuals, legal entities as well as individual entrepreneurs and persons that have private practice as established in the legislation of the Russian Federation.

The interaction between the Customer and the Depository during the exchange of documents in electronic form is governed by "Terms and Conditions of Electronic Document Management Using "Depository-Customer" Automated System for Electronic Documents Exchange" No. II/694 dated December 28, 2016.

The regulations mentioned in this clause, as well as the documents that shall be executed by the Depositor (Customer) and submitted to the Bank are published at the Bank official web site <a href="http://www.gazprombank.ru">http://www.gazprombank.ru</a>.

- 8.8. The Depositor/Customer may send Depository and other documents the list of which is set by these Terms and Conditions to the Depository and the Depository may send to the Depositor/Customer statements and reports, the form of which is established by these Terms and Conditions, using:
  - the "Client-Bank" corporate information system of the Bank and/or
  - "GPB Business-Online" system. 10

This service is available for the Depositors (Customers) which are legal entities as well as individual entrepreneurs and persons that have private practice as established in the legislation of the Russian Federation.

The Depositor/Customer and the Depository may exchange Instructions and other Depository Documents, as well as statements and reports via the "Client-Bank" and/or "GPB Business-Online" system using free-form electronic documents compliant with the forms of documents established by these Terms and Conditions.

In order to interact in the "Client-Bank" system, the Customer and the Depository shall conclude the Agreement for Standard Electronic Document Management "Client-Bank.WEB" System, by means of acceptance, without any exceptions and reservations and in the manner prescribed by the said Agreement.

In order to interact in the "GPB Business-Online" system, the Customer and the Depository shall conclude the Agreement for Use of "GPB Business-Online" Electronic Document Management System, by means of acceptance, without any exceptions and reservations and in the manner prescribed by the said Agreement.

The necessary condition for provision of services using "Client-Bank" corporate information system of the Bank is receipt by the Customer of the certificates of the electronic signature verification key from the Bank's Certification Center in accordance with the Regulations of the Certification Center of Bank GPB (JSC) dated June 09, 2018 No. II/47.

The necessary condition for provision of services using "GPB Business-Online" system is availability of EQES for the Customer in compliance with requirements of para 8.5.3.1 hereof or receipt by the Customer of the certificates of the electronic signature verification key from the Bank's Certification Center in accordance with the Regulations of the Certification Center of Bank GPB (JSC) dated June 09, 2018 No. II/47.

Entry into the Agreement for Standard Electronic Document Management "Client-Bank.WEB" System and/or Agreement for Use of "GPB Business-Online" Electronic Document Management System is not required, when the Depositor uses the relevant "Client-Bank" or "GPB Business-Online" system in terms of the Bank's provision of other services.

Documents specified in this paragraph are posted on the Bank's official website at <a href="http://www.gazprombank.ru">http://www.gazprombank.ru</a>.

8.9. Documents signed with a basic electronic signature may be exchanged with the Depositors (Customers) using the "Broker-Client" corporate information system.

This service is available for Brokerage Customers, individuals subject to compliance with the

<sup>&</sup>lt;sup>10</sup> In case the Bank has relevant technical capabilities.

following conditions:

- The Depositor (Customer) is connected to the "Broker-Client" corporate information system in accordance with the procedure established by the brokerage services agreement with the Bank.
- Depository Documents are sent as free-form documents fully meeting the document forms, provided herein.
  - Documents requesting the following transactions may be accepted from the Depositor:
- opening of Securities Accounts, in case no Agreement is concluded upon performance of such transactions (no f. 3B- $\Phi\Pi$  application is required);
- amendment of Customer Questionnaire as relates to information which may be amended without submission of documents in addition to Depository Documents including documents required to amend Customer Questionnaire (passport, statements etc.) (for example, e-mail address or telephone number change);
  - amendment of banking details;
- opening of Subaccounts of Securities Accounts and appointing the Bank an Operator of Subaccounts of Securities Accounts designated to keep records of securities under the brokerage services agreement with the Bank;
- information transactions as relates to the above Subaccounts of Securities Accounts and Securities Accounts, opened under the brokerage services agreement with the Bank;
- documents provided for exercise of securities' rights registered on the above Subaccounts of Securities Accounts (Applications, among other free-form applications, for participation in corporate actions with securities);
  - Application of intent to terminate the Agreement<sup>11</sup> as provided for in para 5.2.13 hereof;
  - other documents, if it is expressly stipulated herein.

The Depository shall inform the Depositor on reports and statements readiness using the "Broker-Client" corporate information system.

Depositors (Customers) shall receive hard copies of reports and statements when they visit the Bank in person.

- 8.10. Forms of Instructions and other documents submitted by Depositors (Customers) to the Depository are contained in these Terms and Conditions, in particular in annexes 1 and 2.
- 8.11. The Service Instruction executed by the authorized persons of the Depository is the basis for performing transactions, which Originator is the Depository. The Service Instruction shall be issued in the following cases:
- when the fact of imposing/ relieving restrictions on withdrawal of erroneously deposited securities is captured (registered) before the Depositor consent to perform a contra entry or another document is received that may be the basis for a contra entry or withdrawal of such securities in accordance with the legislation of the Russian Federation;
- when securities are withdrawn/ deposited based on the clearing results (pursuant to a clearing report);
  - when error correction transactions are carried out;
- when the status of the Securities Account changes, when the attribute of the Customer Questionnaire/ Securities Account the record in the securities accounting registers containing the attribute determining the features of the Securities Account / the Customer Questionnaire, including Securities Account blocking is established or changed;
- when transactions are performed on the basis of the requirements of the government bodies (court judgements, resolutions of the investigative bodies and preliminary investigation bodies, court marshals, writs of execution, etc.) in cases stipulated in the federal laws and other regulations of the Russian Federation;
- when securities are transferred (returned) from the Securities Account of the individual acting as fiduciary manager, whose activities involve only exercising the rights conferred by the securities, in case of his/her death, to the Securities Account of the trustor;

-

<sup>&</sup>lt;sup>11</sup> In case the Bank has relevant technical capabilities.

- in case of transactions required for participation in corporate actions or exercising corporate rights in cases stipulated hereby;
  - in case of global transactions;
- in other cases that do not contradict the federal laws and regulations of the Russian Federation, as well as these Terms and Conditions.
- 8.12. The specific features of performing Custody Transactions initiated by the legal representatives of the Depositor are described in Annex 6 hereto.
- 8.13. The hardcopy Instruction to perform Custody Transactions shall be drawn in compliance with the requirements hereof.
- 8.14. The Instructions and documents presented in hard copy shall be in forms stipulated in these Terms and Conditions, no erasions or corrections are permitted. The said Instructions and documents may be filled in by hand, typewritten, or combining both methods (partially by hand and partially typewritten). Instructions, forms of which are translated into English, shall be acceptable as well.
  - 8.15. The Instruction shall be signed by the Transaction Originator.

If an individual (Transaction Originator) is unable to sign in person due to a physical defect, disease or illiteracy, another individual may sign the Instruction and other documents upon his/ her request. The signature of the latter shall be authenticated by a notary public or another official authorized to perform such notary act, and the reasons whereby the Transaction Originator is unable to sign in person shall be specified.

- 8.16. Should an Instruction be submitted to perform inventorial transactions in respect of several issues of securities, their list shall be included in f. ПР-ПРИЛ, and 'Securities Details' section of the Instruction form shall include the reference to the list of securities attached (f. ПР-ПРИЛ).
- 8.17. Transaction Originators acting on behalf of a legal entity may be persons authorized to operate the Securities Account and specified in the card containing samples of the seal imprint and signatures of the persons authorized to sign documents (Instructions) that are the basis for performing transactions with securities and making entries to the Depositor Securities Account (hereinafter referred to as "the Card") or persons whose powers and sample signature are indicated in a notarized power of attorney. The Card shall be in the KT form provided in Annex 1 hereto or OKUD form 0401026.

In case a document (Instruction) is sent to the Depository via the "Client-Bank" System, "Depository-Customer," to the e-mail address or using other electronic communication channels/systems agreed by the Parties the Transaction Originators acting on behalf of the Depositor (Customer) shall be persons who have received certificates of verification keys for the electronic signature of such Depositor (Customer), provided that the Depository has been duly provided with certified documents in accordance with Annex 2 hereto except for the Card.

- 8.18. In order to open a Securities Account for a credit institution incorporated under the legislation of a foreign state and located outside the Russian Federation, the Depository may accept a signatures book instead of the card.
- 8.19. The Card provided by a legal entity shall specify the person(s) being the authorized signatories. Signatory authority is held by the sole executive body of the Legal Entity Customers, as well as by other employees to whom the Legal Entity Customer granted the signatory authority (in particular, pursuant to an executive order on appointing an alternate sole executive body) or a power of attorney. In addition to the employees, the sole executive body of the management organization (receiver, administrative receiver) and persons providing accounting services, as well as attorneys of the legal entity incorporated under the legislation of the Russian Federation and located outside the Russian Federation may be authorized signatories. The sole executive body of the Legal Entity Customer does not have to be listed on the Card as an authorized signatory provided that other persons are granted signatory authority.
- 8.20. The Depository Documents may be signed by any two persons specified in the Card, if two or more signatories are specified in the Card.

The Customer may specify other possible combinations of holographic signatures or grant signatory authority to one of the persons specified in the Card in the application drawn in free form or

in the recommended form (f. 3B-Kap), provided in Annex 1 hereto.

The Depository shall accept the Card taking such application into consideration, and should it be impossible to be governed by such application, the Depository shall issue to the Customer a written rejection to accept the Card.

Should only one holographic signature be stipulated in the Card, no application drawn in free form or in the recommended form is required.

- 8.21. The seal imprint sample shown on the Card shall match the seal held by the Customer. If pursuant to the legislation of a foreign state the seal is not mandatory, the legal entity incorporated in such state is allowed not to provide the seal imprint.
- 8.22. The Depository accepts the card where the authenticity of the authorized signatories' signatures and their positions (powers of attorney) are notarized.
- 8.23. Should at least one signature be replaced or added, or should the seal be replaced (lost), or should the first name, the last name or the patronymic of the persons specified in the Card be changed, as well as in case of the change of details enabling the Customer identification (change of the name or the legal form of the legal entity), as well as in case of change of any other information specified in the Card, including the Customer address/ location, or early termination of the term of office of the governance bodies in compliance with legislation of the Russian Federation, as well as in case of suspension of authority of the Customer governance bodies in compliance with the legislation of the Russian Federation, a new Card shall be provided. Should the Card be replaced, the Customer shall also submit the cover letter specifying the reasons for replacing the Card drawn in free form and executed by the sole executive body of the Customer or the person acting in accordance with the power of attorney, and the original / copy of such power of attorney in the form stipulated by Annex 2 hereto shall be attached. The old Card shall not be returned. Should the signatory authority be granted on a temporary basis to persons who are not specified in the Card, as well as in case of temporary use of the additional seal imprint, temporary Cards shall be provided in addition to the Card. The Card shall be marked as "Temporary" in the top right-hand corner of the front page of the Card.
- 8.24. The Card submitted shall be accompanied by the documents evidencing the authority of the persons specified in the Card, as well as documents (duly certified copies) authenticating the identity of the person(s) having signatory authority, other than in cases when such documents have been previously provided to the Depository.

Reissuing the Cards accepted by the Depository before July 01, 2014, is not required. In that case, the Depository Documents shall be signed by the person having the primary authority to sign and the person having the power to countersign (if any is specified in the Card).

- 8.25. The Instructions shall be delivered to the Depository on behalf of a legal entity by one of the persons specified in the Card, or by a person having the relevant authority pursuant to the power of attorney or included in the list of persons (f.  $\Phi$ P-01) authorized to submit to the Depository the Instructions and the documents attached thereto, as well as to receive statements and reports on Custody Transactions.
- 8.26. Customer being legal entities, individual entrepreneurs, unincorporated entrepreneurs, as well as persons engaged in private practice in compliance with the procedure stipulated in the legislation of the Russian Federation do not submit the set of documents as well as the Card while performing transactions requiring such documents, if the Depository already has such documents and the documents are valid and unamended. In that case, the Customer of the Depository submits to the Depository a written request to use the documents that are already available to the Depository.
- 8.27. In furtherance of para 0 of the Agreement presented herein, the Legal Entity Customer shall submit to the Depository documents with amendments that do not entail changes in the personal details (constitutional documents, the Card, other documents) along with the cover letter drawn in free form or in the form recommended in these Terms and Conditions (f.  $CO\Pi$ -FOJI/  $CO\Pi$ -FOJI.H).
- 8.28. Legal Entity Customers shall submit documents accompanied by the cover letter drawn in free form or in the form stipulated in these Terms and Conditions (f.  $CO\Pi$ -IOJI/  $CO\Pi$ -IOJI.H), when the Depository receives:
  - documents for executing the Agreement and/ or open a Securities Account;

- documents evidencing amendments to the constitutional documents, change/ extension of the term of office of the sole executive body of the legal entity, change of persons authorized to execute Depository Documents on its behalf;
  - Cards:
- additional or missing documents submitted upon request of the Depository in addition to previously submitted documents;
- the application drawn in free form and signed by the Customer in amending previously submitted information on Beneficial Owners;
  - other documents requested from the Customer in course of the custody services delivery.
- 8.29. Should the Legal Entity Customer submit to the Depository only Depository Documents, no cover letter is attached.
- 8.30. Individuals submitting Instructions to the Depository shall present a personal identity document. The list of identification documents is provided in Annex 7 hereto.
- 8.31. Documents attached to the Instructions shall be submitted to the Depository in the original or in copies reproduced from the original documents and notarized or certified by the body that issued them, or copies of the original documents provided in respect of the Securities Account certified by the Depository.
- 8.32. Originals or copies made from the original documents and certified by a notary or by the issuing authority, attached to the Instructions and serving as the basis for the Custody Transactions, after the Custody Transactions are not returned to the Transaction Initiator.

## 8.33. Specific features of Custody Transactions origination in case of legal entities reorganization

- 8.33.1. Should a new legal entity be established as a result of reorganization, the new legal entity is entitled to open a Securities Account for record-keeping of securities at the Depository in compliance with the procedure stipulated in para 10.2 hereof, or re-open previously opened Securities Accounts by way of succession. The Securities Account of a reorganized Depositor is re-opened (Questionnaire information is changed) in the manner prescribed by para 10.8 hereof.
- 8.33.2. Should the reorganized entity cease to exist as a result of reorganization, the reorganized entity may close the Securities Account in compliance with the procedure stipulated in para 10.3 hereof.

Should the Depository receive information from the USRLE regarding liquidation of the legal entity, and should there be no securities on the Securities Account of the reorganized Depositor, the Depository may initiate closing of the Securities Account.

- 8.33.3. Should documents and information available to the Depository be amended as a result of reorganization (amendments to the constitutional documents, the bank card, the Customer Questionnaire, etc.), the Depositor shall submit to the Depository the relevant information and documents and initiate amendments to the personal details in accordance with para 10.8 hereof.
- 8.33.4. Should, as a result of reorganization, the securities be subject to transfer to the successor Securities Account opened at the Depository, the securities transfer from the Securities Account of the reorganized Legal Entity Depositor shall be initiated in accordance with para 11.4 hereof.

If, as a result of reorganization, the securities are subject to withdrawal from record-keeping and depositing to the account opened for the successor in TPBR, such withdrawal shall be initiated in accordance with para 11.2 hereof.

The Instruction to transfer/withdraw securities from record-keeping may be initiated by the Depositor/ successor of the Depositor. If the Instruction for withdrawal from record-keeping is initiated by the successor that has no Securities Account opened at the Depository, the set of documents shall also be submitted to the Depository in compliance with Annex 2 hereto.

In addition to the Depository Documents required to transfer /withdraw securities from record-keeping at the Depository, a copy of the transfer act certified by the reorganized legal entity or an extract therefrom signed by the CEO and chief accountant shall be provided. The copy shall contain provisions on succession in respect of all obligations enabling unambiguous identification of securities, title to which is transferred as a result of reorganization.

8.33.5. In case of reorganization, securities do not have to be transferred across Securities

Accounts, if the Securities Account of the reorganized Depositor is reopened to its successor.

# 8.34. Specific features of Custody Transactions origination in case of legal entities liquidation

8.34.1. Should the Depository be informed that founders (participants) of a legal entity or a body which resolved to liquidate the legal entity appointed the liquidation commission (liquidator) and such information was added to the USRLE, the Instructions pertaining to the Securities Account of the Depositor shall be initiated by the members of the liquidation commission (the liquidator) (the Depositor may not initiate Custody Transactions).

8.34.2. The person initiating the Instructions shall submit:

- the resolution of the founders (participants) of the legal entity or the body of the legal entity having relevant authority pursuant to the constitutional documents on liquidation of the legal entity;

or

- the court judgement on liquidation of the legal entity;
- the resolution of the authorized body of the legal entity to establish the liquidation commission (liquidator) specifying its composition and the head of the commission;
- the card with sample signatures of the members of the liquidation commission (liquidator) authorized to initiate transactions with the Depositor securities or a notarized power of attorney specifying the authorities with a card with sample signature of the person, authorized to conduct Custody Transactions;
- the USRLE extract stating that the said legal entity is in process of liquidation and containing the entry on establishing the liquidation commission, appointment of the liquidator and on the head of the liquidation commission<sup>12</sup>;
- other documents pertaining to the Depositor liquidation procedure upon request of the Depository;
- if the court judgement is available, Instructions may be initiated by the insolvency officer. In that case the insolvency officer shall submit an identification document of such insolvency officer and a copy of the court judgement on appointment of the insolvency officer in the liquidation case.
- 8.34.3. Should the Depository be informed that the USRLE contains the record stating that the legal entity was wound up and should there be no securities in the Securities Account of the liquidated Depositor, the Depository may close the Securities Account.

Should there be a positive balance on the Securities Account of the liquidated Depositor, the Depository may act in compliance with para 5.8.5 hereof.

## 8.35. Specific features of Instruction/Application submission in case of bankruptcy proceedings initiated against the Depositor

In addition to the documents required for performance of Custody Transactions, exercise of rights under securities, the Depository shall be submitted:

- 8.35.1. In respect of the Legal Entity Depositors' Securities Accounts Depositor, if transactions may be performed by insolvency officers/ Depositors upon consent of the insolvency officers pursuant to the legislation of the Russian Federation:
- a copy of the judicial act certifying that in course of the bankruptcy proceedings observation procedures/ financial turnaround procedures/ receivership/ winding-up procedures were introduced 13;
- a copy of the judicial act on appointment of the insolvency officer in case of insolvency (bankruptcy)<sup>14</sup>;
  - the identification document of the insolvency officer;

<sup>12</sup>The copy may be downloaded by the Depository's employee from the official website at http://www.egrul.nalog.ru/

<sup>&</sup>lt;sup>13</sup> The copy of the judicial act may be obtained by an employee of the Depository from the official website of Commercial Courts of the Russian Federation at http://www.arbitr.ru/

<sup>&</sup>lt;sup>14</sup> The copy of the judicial act may be obtained by an employee of the Depository from the official website of Commercial Courts of the Russian Federation at http://www.arbitr.ru/

- consent of the insolvency officer issued under hand, if, pursuant to the legislation of the RF, the transaction is performed by the Depositor upon consent of the insolvency officer;
  - Representative Questionnaire completed in the name of the insolvency officer;
- a power of attorney (if any) specifying the authorities and a notarized sample signature of the person, authorized to conduct Custody Transactions.
- 8.35.2. In case of the individual Depositors' Securities Accounts, if the Depository receives information from the Unified Federal Bankruptcy Register on the individual Depositor debt restructuring, the Depositor may not originate Custody Transactions, exercise rights under securities:
- related to contributing the property as a contribution or a share in the equity or the share fund of a legal entity;
  - acquire stocks of joint stock companies or shares in the share funds of legal entities; and
  - perform donation transaction as related to the individual Depositor.
- 8.35.3. During the period of the Depositor debt restructuring, the Custody Transactions as well as the actions related to exercise of rights under securities aimed at acquisition/ divestment of securities (other than specified in para 8.35.2 hereof) may be initiated by the Depositor upon consent of the financial manager and upon delivery of the following documents:
  - a copy of the judicial act evidencing introduction of debt restructuring procedures in course of the bankruptcy proceedings<sup>15</sup>;
  - a copy of the judicial act on appointment of the financial manager in case of insolvency (bankruptcy)<sup>16</sup>;
  - the identification document of the financial manager;
  - Representative Questionnaire completed in the name of the financial manager;
  - a power of attorney (if any) specifying the authorities and a notarized sample signature of the person, authorized to conduct Custody Transactions.
  - the preliminary written consent of the financial manager.

Should the said documents be submitted by the Depositor in absence of the financial manager, the signature on the written consent and the copy of the identification document may be certified by the self-regulating organization where the appointed financial manager belongs to or notarized.

8.35.4. Should the Depository receive information from the Unified Federal Bankruptcy Register that property disposal procedure is initiated, the Custody Transactions shall be originated by the financial manager who shall submit the documents specified in bullets 1-5 of para 8.35.3 hereof (a copy of the judicial act is provided in confirmation of the introduction of the procedure for the sale of property in the bankruptcy case).

The Depositor is not entitled to initiate Custody Transactions, except for the transaction "Change of Personal Data of Depositor/Authorized Person".

If the financial manager initiates the transaction "Change of Personal Data of Depositor/Authorized Person" of a bankrupt individual, in addition to the documents specified in this para and para 10.8.2 hereof, a notarized copy of the document proving the identity of the bankrupt individual or other documents determined by the Depository and containing information about the document proving the identity of a bankrupt individual shall be provided.

8.35.5. The Depository shall make payments on securities to individual Depositors declared bankrupt to the account pursuant to the banking details, indicated by the financial manager in AK-BP Questionnaire. If such details are not available with the Depository the income is not subject to payment. The Depository shall inform the financial manager of income receipt.

8.35.6. Composition. Should a composition be reached in course of the bankruptcy proceedings,

<sup>&</sup>lt;sup>15</sup> The copy of the judicial act may be obtained by an employee of the Depository from the official website of Commercial Courts of the Russian Federation at http://www.arbitr.ru/

<sup>&</sup>lt;sup>16</sup> The copy of the judicial act may be obtained by an employee of the Depository from the official website of Commercial Courts of the Russian Federation at http://www.arbitr.ru/

the Custody Transactions shall be initiated by the Depositor provided that the composition certified by the arbitration tribunal is submitted.

## 8.36. The Depository shall not accept/execute the Instruction/Application in the following cases:

- If Depository Documents are signed by a non-authorized person;
- if Depository Documents do not match the forms stipulated in these Terms and Conditions, certain mandatory fields are left empty, as well as if the hardcopy Depository Documents contains erasures, cross-outs, etc.;
- if data specified in the Depository Documents do not match the documents attached thereto and/ or the documents submitted for Identification;
- if the Instruction that is the basis for the transactions specified in section 15 hereof is submitted in violation of the legislation of the Russian Federation;
- if the signature of the person who signed the Depository Documents does not match the signature available to the Depository, or if there are serious reasonable doubts regarding the authenticity of the signature in the Depository Documents;
- if the imprint of the seal on the Depository Documents does not match the sample seal imprint available to the Depository;
  - if the term of office of the Transaction Originator has expired;
- if the power of attorney of the Depositor Representative or the Depositor Authorized Person, who signed the Depository Documents, or the person submitting documents to the Depository has expired;
- if the Depository Documents are signed by the Depositor representative acting on the basis of the power of attorney that does not include the powers to perform custody transactions or the power of attorney that was not drawn properly;
- the Depository Documents were submitted by the Representative acting on the basis of power of attorney in respect of the Securities Account an individual, according to which information on the prohibition of transactions by third parties was entered in the Depository's Books of Record at the Depositor's request.
- if the documents (copies of the documents) attached to the Depository Documents are incomplete in cases when documents are required in order to carry out the Custody Transaction in accordance with the legislation of the Russian Federation and these Terms and Conditions, or specific features of the Custody Transactions execution;
- if the documents, including the documents that enable to identify the Depositor/ the Representative/ the Authorized Person are invalid, including the following cases:
- the details specified in the documents do not match the requirements of the legislation of the Russian Federation;
  - there are erasures, cross-outs or corrections in the documents;
  - the documents may not be used further due to wear and tear, damage or other reasons;
  - the information specified in the documents causes reasonable doubts;
- if there are contradictions in the wording of the document or if there are other indications of invalidity of the documents submitted;
- if the Instruction that is the basis for opening a Securities Account is submitted by an individual or by a legal entity failing to submit the documents required to Identify it (anonymous owners), or if fictious names (pseudonyms) are used;
- if the electronic document received failed to pass the Depository check procedures, the document format control and/ or there are distortions in the wording making it incomprehensible, as well as in other cases stipulated in contracts and agreements between the parties governing the terms and conditions of and the procedure for electronic workflow with the Depositor;
- if the Depository Documents are submitted by the Depositor/ the Representative/ the Authorized Person to the Depository in violation of the requirements hereof, the laws of the Russian Federation, or the Base Standard;

- if the information stipulated in the B Depository Documents does not match information on the Depositor or its Securities Account available to the Depository or information on other Depositors or their Securities Accounts mentioned in the Depository Documents;
  - if inaccurate information (documents) is (are) provided;
- if there are not enough securities on the Securities Account (Subaccount of the Securities Account);
- if, in order to carry out the Instruction, it is necessary to perform a Custody Transaction that is not stipulated in these Terms and Conditions or in a supplementary agreement to the Agreement;
- if the Instruction stipulates the timing and/ or the term of execution thereof that could not be reasonably carried out (controlled) by the Depository;
- if the Depository direction to the Registrar (upline depository) drawn on the basis of the given Instruction was not carried out (was carried out improperly) by the latter;
- if parameters of the transaction specified in the Depositor Instruction do not match the data provided in the notification (statement, report) received from the Registrar/ the upline depository;
  - if the TPBR rejects the Depositor's Application for participation in corporate actions;
- if the securities (securities issue) are blocked other than in cases when the Instruction is aimed to enforce a pledge of securities that are subject to such pledge;
- if the Instructions submitted are based upon contribution of property (securities) to the charter capital or share fund of the legal entity, acquisition of stocks, shares, as well as performance of transactions that are gratuitous for the individual Depositor from the date when the individual Depositor debt restructuring is introduced;
  - in other cases, stipulated in the legislation of the Russian Federation.
- 8.37. The Depository has the right not to accept/execute the Instruction/Application in the following cases:
- if the Depositor fails to perform the Agreement in terms of payment for services and reimbursement of expenses of the Depository;
- if the Instruction is submitted by the FS Customer two days or less before the ISD specified in the Instruction.

## 9. Depository Reporting

9.1. The Depository shall provide to the Depositor reports on Custody Transactions performed in compliance with the procedure stipulated herein. The Depository shall provide to the Depositor a report on transaction(s) performed that does not include data on the quantity of securities on the securities account as of any time. The Depository shall provide to the Depositor a report on transaction(s) performed that include(s) data on the quantity of securities on the securities account not later than the business day next following the date of such transaction(s).

The Depository shall provide to the Depositor a report on a transaction performed on the Nominee Account on the date of such transaction and on a transaction performed on any Securities Account other than the Nominee Account not later than the business day next following the date of such transaction.

If federal bonds are recorded on the Securities Accounts opened at the Depository by an asset management company, with which the Pension Fund of the Russian Federation executed the fiduciary management agreement in respect of the pension savings, and such federal bonds are subject to fiduciary management, the reporting on the balances and movement of such bonds at the said Securities Accounts shall be submitted by the Depository to the Specialized Depository, which provides to the Pension Fund of the Russian Federation the services aimed at control of the said asset management company compliance with the regulations of the Russian Federation. The reporting on the balances and movement of the bonds across Securities Accounts shall be submitted to the Specialized Depository on demand.

The samples of the Depository reporting forms are provided in Annex 3. The information in square brackets shown in the samples (templates) of the reporting forms shall be added to/ excluded

from the report generated at the Depository (the content of the reporting documents) depending upon the type of the transaction, technological features, Depository's document flow and the status of the transaction in the Books of Record, as well as upon the content of the entry on the Instruction made to the Depository Books of Record.

In order to receive the reporting documents listed in this subparagraph, no depository Instruction is required. The basis for issuance of the report according to f. OB-03.H is the Application drawn in compliance with para 9.7.4 hereof.

The Depository shall not charge the fee for issue of the reporting documents.

- 9.2. Any reports, denials shall be issued to the Depositor (including the cases when transactions on the Securities Account were initiated not by the Depository) or Representative or Authorized Person appointed for the Securities Account/ Subaccount upon his personal appearance at the Bank, unless otherwise set forth by these Terms and Conditions and/or an agreement with the Customer.
- 9.3. Any reports, as well as rejections of a Custody Transaction(s), if any, shall be issued to the Depositor, including the Brokerage Customer, at the place where the Depositor, including the Brokerage Customer, delivered an Instruction for a Custody Transaction.
- 9.4. The reports, denials shall be delivered to the Depositor by the Transfer Agent within 1 (one) month from the date when such documents are received from the Depository.
- 9.5. The Depository shall send to the Brokerage Customers individuals simultaneously selecting investment products via remote channels using Home Banking System:
- Notices on any newly opened Securities Account(s) / Subaccount(s) and/or on appointment of the Securities Subaccount Operator, by email as per the form set forth by the Bank;
- Reports via the Home Banking System (provided that the Bank has relevant technical capabilities).

The hardcopy reports on the opening of trade/non-trade Securities Accounts containing subaccounts and on the appointment of authorized person(s) shall be handed over to the Brokerage Customers personally.

- 9.6. The Depository shall notify the Depositor of opening a Securities Account/ closing a Securities Account by submitting the report on completion of an administrative transaction as per the form of Annex 3 hereto.
  - 9.7. The Depository shall issue the following reporting documents:
- 9.7.1. Report on Administrative Transaction Performance (f.OB-02) issued in respect of the Instructions covering the administrative transactions completed by the Depository.
- 9.7.2. Report on Completion of Questionnaire Change of the Depositor/ Authorized Person (f.OB-02-A) includes information on the details modified in accordance with the Questionnaires (Depositor/ Authorized Person).
- 9.7.3. Report<sup>17</sup> on Completion of the Inventorial Transaction (f.OB-03) issued in respect of the Instructions on inventorial transactions completed by the Depository. The Depository may issue to the Customer a Notification of the Instruction Status in respect of the instructions on inventorial transactions that have not yet been completed by the Depository and registered in the Books of Record.
- 9.7.4. Report on Inventory Transactions on Securities Account (f.OB-03.H), i.e. the Depository report on inventorial transaction(s) performed on Securities Account issued as of the end of the business day when the inventorial transaction(s) was (were) performed, pursuant to the Application drawn in free form and agreed with the Depository, stipulating the frequency and the timing of report delivery.
- 9.7.5. Rejection to Accept/Perform the Instruction/Application (f.OB-04), i.e. the report of the Depository stating inability to accept/perform the Instruction /Application and the reasons for rejection.

Bank GPB (JSC) Depository Terms and Conditions

<sup>&</sup>lt;sup>17</sup> The Depository reserves the right to generate and issue the report on completion of the inventorial transaction that does not match the transaction specified in the Instruction, if performance of such inventorial transaction entailed performance of transaction in the Third-Party Books of Record.

If the Instruction is accompanied by the List of Securities (f. ПР-ПРИЛ), then a refusal to accept/execute may be issued in respect of a part of the issues of securities in respect of which the Instruction cannot be accepted/executed.

Refusal to accept/execute an Instruction/Application shall be provided no later than three (3) business days following the day the Depository decides to refuse to accept/execute an Instruction/Application, including when the Customer (potential Customer) provides an incomplete set of documents required for execution of the Instruction/Application.

- 9.7.6. The Depository reporting document on acceptance of the Instructions/Applications and documents may be:
- a copy of the cover letter submitted by the Legal Entity Customer, drawn in free form or in the form stipulated in these Terms and Conditions, with the acceptance mark;
- a list of documents accepted with the acceptance mark. The list is drawn by the Depository in free form or in the form stipulated in these Terms and Conditions (f.  $O\Pi$ );
- a copy of the Customer Questionnaire / Instruction / Application with acceptance marks. The specified documents shall be issued (upon request) no later than three (3) business days following the day the Depository decides to accept Instructions/Applications or other documents.
  - 9.7.7. Other reports.
- 9.8. The Depository may issue a repeated report on completion of a transaction pursuant to an oral request of the Customer. Should the Customer apply to the Transfer Agent, the request shall be in writing, in free form.
  - 9.9. The Depository may send the reporting documents to a corporate Customer by mail.
- 9.10. The Depository shall issue statements and memos, which are listed in para 12 hereof, along with the procedure for issuing them, upon the Instruction of the Depositor/ an Authorized Person/ a Representative of the Depositor.

#### 10. Administrative Transactions

#### 10.1. Accounts maintenance procedure

The Depository shall maintain the following types of accounts:

- 10.1.1. <u>Securities Account of the owner</u>, i.e. the Securities Account opened to an individual or a legal entity, or a person engaged in private practice in compliance with the procedure stipulated in the legislation of the Russian Federation, who hold such securities on the right of ownership or another right to things.
- Subaccounts of the Securities Account may be opened in the Securities Account in compliance with subpara 10.4 hereof;
  - Authorized Persons may be appointed in respect of the Securities Account;
- restrictions on transactions with securities, securities encumbrance with third-party rights, may be registered on the Securities Account;
- 10.1.2. <u>Securities Account of the fiduciary manager</u>, i.e. the Securities Account opened to the professional participant of the securities market having the license to perform fiduciary management of securities (hereinafter referred to as "FM"), as well as to a person, which fiduciary management activities entail only exercising the rights conferred by the securities (hereinafter referred to as "FM of Rights"), where the fiduciary manager rights in respect of securities under management are recorded. The Depositor may not record in the fiduciary manager Securities Account the securities that are beneficially owned by the fiduciary manager or securities that are not subject to fiduciary management. The Depository does not control the types of use of securities under fiduciary management and shall not be liable for the actions of the fiduciary manager, including Custody Transactions performed by the fiduciary manager.

#### **Specific features of the Fiduciary Manager Securities Account maintenance:**

- Subaccounts of the Securities Account of Fiduciary Manager may be opened in the Securities Account in compliance with subpara 10.4 hereof taking into account Account restrictions on the Securities Account of FM of Rights specified in bullet 4 of this paragraph;
- Authorized Persons may be appointed in respect of the Securities Account of Fiduciary Manager other than Securities Account opened by FM of Rights;
- restrictions on transactions with securities, securities encumbrance with third-party rights, may be registered on the Securities Account of Fiduciary Manager except for encumbrances on Securities Accounts of FM of Rights (specified in bullet 4 of this para);
- no submission by the Customer of Depository Documents related to disposal of securities (for instance, encumbrance, divestment) and not related to the exercise of title to securities is permitted on a Securities Account of FM of Rights;
- the Securities Account of Fiduciary Manager, including Securities Accounts of FM of Rights may be opened in respect of the whole set of trustors who submitted their securities to fiduciary management, as well as in respect of each trustor who submitted securities to fiduciary management.
- Should the Securities Account of Fiduciary Manager, including the Securities Accounts of FM of Rights be opened in respect of each trustor (individual), the trustor's first name, last name, patronymic, passport details, date, month and year of birth shall be specified in the Instruction (f. IIP-01) in the "Supplementary Information" field.
- 10.1.3. **Nominee Account**, i.e. the Securities Account opened to the professional participant of securities market having the license to perform depository activities and/ or the license to operate as the specialized depository of investment funds, mutual funds and private pension funds.

### **Specific features of the Nominee Account maintenance:**

• rights to securities that are not owned by the Depositor (nominee holder), who records

them on behalf of its depositors, are recorded in the Nominee Account;

- the Depositor may not record in the nominee account the securities held by it on the ownership right or other right to thing;
- the Nominee Account shall be opened in case, among other things, the Customer who acts as a nominee enters with the Bank into an electronic document management agreement. In certain cases, the Bank may open the Securities Account without such electronic document management agreement.
- Subaccounts may be opened in the nominee account in compliance with subpara 0 hereof;
- a separate nominee account may be opened for a specialized depository to record the rights to securities in respect of each:
- management company of the mutual funds, joint-stock investment funds, private pension funds, in particular, for each Customer of the management company;
- each private pension fund and joint-stock investment fund, if it carries out its activities independently;
- a separate nominee account may be opened for the specialized depository to record all securities owned by its Customers in aggregate.
- 10.1.4. **Foreign Nominee Account**, i.e. the Securities Account opened to the foreign entity incorporated in a state specified in subpara 1 and 2, para 2, Article 51.1 of the FZ "On Securities Market" acting on behalf of other persons, which is entitled to perform recording and transfer of the title to securities in accordance with its personal law.

#### **Specific features of the Foreign Nominee Account maintenance:**

- the Depository shall not open the foreign nominee account to foreign entities, if in accordance with the legislation of the Russian Federation, the foreign nominee account may be opened for them only at the Central Securities Depository;
- securities, title to which is recorded in the foreign nominee account, may not be subject of foreclosure in connection with obligations of the persons, to which the said accounts are opened to;
- Subaccounts may be opened in the foreign nominee account in compliance with subpara 0 hereof;
- 10.1.5. **Foreign Custodian Account**, i.e. the Securities Account opened to the foreign entity incorporated in a state specified in subpara 1 and 2, para 2, Article 51.1 of the FZ "On Securities Market," which, in accordance with its personal law, may carry out any legal and physical acts with securities, as well as exercise the rights conferred by the securities, on its own behalf and on behalf of other persons, without being the owner of securities.

## **Specific features of the Foreign Custodian Account maintenance:**

- restrictions on transactions with securities, including securities encumbrance with third-party rights, may be recorded (registered) on the Foreign Custodian Account;
- securities, title to which is recorded in the foreign custodian account, may not be subject of foreclosure in connection with obligations of the persons, to which the said accounts are opened to;
- Subaccounts may be opened in the foreign custodian account in compliance with subpara 0 hereof;
  - Authorized persons may be appointed for the foreign custodian account.
- 10.1.6. **<u>Deposit Securities Account</u>**, i.e. the Securities Account opened for a notary public or the court, where title to securities deposited with them is recorded.

## **Specific features of the Deposit Securities Account maintenance:**

- restrictions on transactions with securities (excluding securities encumbrance with third-party rights) may be registered on the deposit securities account;
- the person, to whom the deposit securities account is opened, shall be included in the list of persons entitled to the income and other payments in connection with securities.
- 10.1.7. <u>Treasury Securities Account</u>, i.e. the Securities Account opened to the issuer (the person liable on securities) for recording title to securities issued by it.

### **Specific features of the Treasury Securities Account maintenance:**

- securities placed (issued) by the issuer (the person liable on securities) and acquired by it in course of their trading shall be credited only to the treasury Securities Account of that issuer (the person liable on securities);
- securities placed (issued) by the issuer (the person liable on securities) and disposed of by it in course of their trading may be withdrawn only from the treasury Securities Account of that issuer (the person liable on securities).
- 10.1.8. <u>Transit Securities Account</u>, i.e. the Securities Account opened for the management company of a mutual fund and designated for recording securities contributed as payment for the investment units of such fund at the time of its set-up.
- 10.1.9. Specific features of the transit Securities Account maintenance on behalf of the management company are stipulated in the Transit Securities Account Agreement (Annex 8 hereto) executed with the management company.
- 10.1.10. **Depository Programs Securities Account**, i.e. the Securities Account opened for recording equity securities of a Russian issuer that are placed and/ or traded outside the Russian Federation by placing securities of foreign issuers certifying the rights in respect of the equity securities of Russian issuers in accordance with the international law.

#### **Specific features of the Depository Programs Securities Account maintenance:**

- restrictions on transactions with securities (excluding securities encumbrance with third-party rights) may be registered on the depository programs securities account;
- securities, title to which is recorded in the depository programs securities account, may not be subject of foreclosure in connection with obligations of the persons, to which the said accounts are opened to;
- The Depositor shall exercise the right to participate in the general meeting of the shareholders in respect of shares, title to which is certified by securities of a foreign issuer owned by the owners of securities of the foreign issuer and other persons exercising the rights conferred by the securities of the foreign issuer, who issued the direction to vote in a particular way at the general meeting of the shareholders. The right to participate in the general meeting shall be exercised only if information on the said owners of securities of the foreign issuer is disclosed to the Russian issuer, specifying the number of shares, title to which is certified by securities of the foreign issuer held by each of them.
- 10.1.11. <u>Trading Securities Account</u>, i.e. the Securities Account opened to the participants of clearing and other persons stipulated in the clearing rules, unless that is expressly prohibited by the federal laws and other regulations of the Russian Federation. The trade Securities Account shall be used for recording securities, which may be used to discharge of and/ or secure obligations admitted to clearing, as well as the obligations to pay the fees to the clearing organization and other organizations pursuant to Federal Law "On Clearing and Clearing Activities" No. 7-FZ dated February 07, 2011. The Depository shall open and maintain trade Securities Accounts in compliance with legislation of the Russian Federation, including:
  - Owner trade Securities Account;
  - Fiduciary manager trade Securities Account;

- Nominee trade account:
- Foreign nominee trade account;
- Foreign custodian trade account;
- Trade treasury Securities Account of the issuer (the person liable on securities).
- 10.1.11.1. In case the transactions in securities are cleared through a clearing organization in respect of which a Brokerage Customer has no trade Securities Account, the Brokerage Customer instructs the Depository to open trade Securities Accounts and Brokerage/Trade Subaccounts in them, as well as to appoint the Bank the Brokerage/Trade Subaccounts Operator proceeding from the information received from the Bank.

## Specific features of the trade Securities Account maintenance:

- as a pre-requisite for opening a trade Securities Account, Brokerage Customer shall have a non-trade Securities Account at Depository No. 101.
- trade Securities Account shall be opened in respect of one clearing organization, which name is specified in the Instruction, and which issues instructions or grants consent to carry out transaction on such account;
- if the Brokerage Customers have no trade Securities Account in respect of the clearing organization used for settlements on securities transactions, the Depository shall open for Brokerage Customers, without their Instructions, trade Securities Accounts, as well as Brokerage/Trade Subaccounts in them, and appoints the Bank the Operator of the Brokerage/Trade Subaccounts. In that case, trade Securities Accounts and Brokerage/Trade Subaccounts in them are opened pursuant to the Service Instruction and the information received from the Bank under the brokerage services agreement.
- an Authorized Person may be appointed in respect of the Trading Subaccount in compliance with the procedure specified in subpara 10.6 hereof. The Bank shall be appointed the Operator of the Trade/Brokerage Subaccounts of the Securities Accounts opened for Brokerage Customers;
- securities are withdrawn from/ credited to the trade Securities Account pursuant to the direction (upon consent of) the clearing organization (the clearing organization consent to deal with the nominee trade account recorded in the account where title to such securities is recorded);
- securities may be withdrawn from the Securities Account other than in connection with the clearing results as follows:
- to the non-trade Securities Account opened for the same Depositor at the same Depository where the trade Securities Account is open,

or

- to the trade Securities Account of the Recipient opened at the same Depository where the Remitter's trade Securities Account is opened, provided that trade Securities Accounts of the Remitter and the Recipient are opened in respect of the same clearing organization. In that case, no additional consent shall be obtained from the clearing organization to carry out such transactions, if the clearing rules stipulate that the clearing organization grants consent to perform such transactions without additional request for consent;
- seizure of the debtor's property in the trade Securities Account does not prevent carrying out of the transactions, pursuant to the directions of the clearing organization, required to discharge of (terminate) the obligations admitted for clearing on the day when the clearing organization was notified of the seizure, but not after the date of attachment;
- trade Securities Accounts may be closed upon consent of the clearing organization in compliance with the procedure stipulated in the clearing rules of the clearing organization and in these Terms and Conditions.
- 10.1.12. Specific Features of Securities Accounts Opened and maintained by the Brokerage Customers Who Select Investment Products Remotely via the Home Banking System
  - 10.1.12.1. Securities Accounts shall be opened in case a Customer concludes with the Bank a

brokerage services agreement by acceding to the Terms and Conditions for Brokerage and Investment Advisory Services by Bank GPB (JSC) and/or the Terms and Conditions for Brokerage Services by Bank GPB (JSC) Through a Personal Investment Account.

10.1.12.2. The service is available only to the following types of Customers:

- Russian citizens who are currency and tax residents of the Russian Federation only;
- holding a Russian passport as an identification document;
- who concluded a Full-Service Contract, and in cases stipulated therein; and
- whose identification data match the identification data kept by the Bank.

In case any of the above conditions is satisfied, no Agreement shall be concluded and no Securities Transactions shall be carried out.

- 10.1.12.3. The application for conclusion of the Agreement or the acceptance of the Bank's offer shall be signed by the simple digital signature regulated by the Full-Service Contract/ Home Banking System and sent to the Bank.
  - 10.1.12.4. The Customer shall instruct the Bank to:
- Open trade Securities Accounts (the clearing organization is National Clearing Center JSC) and Trade Subaccounts thereon;
  - Open trade Securities Accounts and Brokerage Subaccounts thereon;
  - Appoint the Bank as Operator of Trade Subaccounts and Brokerage Subaccounts;
- Transfer all payments on securities to the account indicated by the Customer when selecting investment products online via Hone Banking System;
- Send to the Customer details on the Agreement and the Securities Accounts as per para 9.5 hereof.
- 10.1.13. <u>Investment Partnership Securities Account</u>, i.e. the Securities Account opened to record the title to securities owned jointly by the partners.

#### **Specific features of the investment partnership Securities Account maintenance:**

- The Investment Partnership Securities Account may be opened, provided that the investment partnership agreement confirming the powers of the authorized managing partner is presented;
- The investment partnership Securities Account shall be opened in the name of the authorized managing partner. In that case, the names of the parties to the investment partnership agreement are not disclosed;
- The authorized managing partner shall act on behalf of all investment partners as the owner of securities, title to which is recorded on the Investment Partnership Securities Account, exercising independently all rights conferred by securities constituting joint property of the partners, including the right to vote, as well as perform all obligations stipulated in the federal legislation and associated with ownership of the said securities;
- When the powers of the authorized managing partner are terminated, the information on the holder of the investment partnership accounts shall be amended.
- 10.1.14. **Escrow Agent Securities Account,** i.e. a Securities Account wherein the rights to securities deposited under an escrow agreement are recorded.

#### **Specific features of escrow agent Securities Account maintenance:**

• An Escrow Agent Securities Account shall be opened for an escrow agent (and cannot be opened in the name of the Bank) upon submission of an escrow agreement confirming the powers of the

escrow agent, as well as documents required to open a Securities Account as stipulated herein.

- The securities, the rights to which are recorded on the above account, are held by the person who transferred them to the escrow agent (the depositor under the escrow agreement) for further deposition, and, upon the occurrence of the circumstances specified in the escrow agreement, to the person in whose favor the securities are deposited (beneficiary of the escrow agreement).
- Control over compliance with the terms of the escrow agreement shall be carried out by the escrow agent.
  - A separate escrow agent Securities Account shall be opened for each escrow agreement.
- The Depository shall open an Escrow Agent Securities Account if the following conditions are met:
- Securities Accounts are opened with the Bank (for the depositor and beneficiary under the escrow agreement);
- f. 3B-BJ is submitted with an indication of the person exercising, in accordance with the escrow agreement, the rights to securities recorded on the escrow agent Securities Account, and the details of bank accounts (f. AK-BP), to which income and payments should be transferred on the deposited securities.

The escrow agent who acts as a depositor shall, no later than the day following the day when the escrow agent becomes aware or should become aware about the occurrence of the grounds specified in the escrow agreement for transferring the deposited securities to the beneficiary under the escrow agreement, notify the Depository thereof by submitting the Instruction (F .\PiP-02) to the Depository to transfer securities to the Securities Account of the beneficiary under an escrow agreement.

10.1.15. <u>Digital Financial Asset Securities Account</u>, i.e. the Securities Account wherein the rights to equity securities for which digital financial assets are issued enabling exercise of rights conferred by equity securities, are recorded.

To open and to maintain the Digital Financial Asset Securities Account the Depository may enter into a separate agreement to the Agreement with the Depositor.

- 10.1.16. The Depository may maintain other Securities Accounts stipulated by the federal laws of the Russian Federation.
  - 10.1.17. The Depository maintains accounts not intended for recording title to securities.

#### Specific features of the unidentified persons account maintenance:

- 10.1.17.1. Securities shall be recorded on the unidentified persons account, provided that there are documents confirming the record of securities on the Depository's Account and the absence of record of securities on the Depositor's Securities Account, in the following cases:
- Securities shall be recorded on and withdrawn from the unidentified persons account in compliance with the procedure and the timing stipulated in the legislation of the Russian Federation and these Terms and Conditions:
  - if the owner of the securities could not be identified by the Depository unambiguously;
- in case of ungrounded recording of securities to the personal account of the Depository nominee holder in the registry or to the nominee account of the Depository at the upline depository;
  - in case of absence of the grounds for recording securities to the Securities Account;
  - if an erroneous entry is discovered in the Securities Account;
- 10.1.17.2. The unidentified persons account shall be opened / closed on the basis of the Service Instruction.
- 10.1.17.3. In pursuance of the Service Instruction, the Depository shall credit the securities to the unidentified persons account no later than the business day following the day of receipt by the Depository of the document confirming that the securities have been credited to the Depository's Account.

10.1.17.4. Securities shall be withdrawn from the unidentified persons account in the case stipulated in para 5, Article 8.5 of the FZ "On Securities Market" (return of unreasonably acquired securities), pursuant to the reporting documents provided by the TPBR containing information on the erroneous entry on recording such securities or securities that were converted into them.

Securities shall also be transferred (withdrawn) from the unidentified persons account after one (1) month since the date when such securities or securities, which were converted into them, were recorded on such account due to return of the securities to the personal account or the Securities Account, from which such securities or securities that were converted into them were withdrawn.

- 10.1.17.5. Securities may be withdrawn from the unidentified persons account upon demand of the registrar notified by the registered entity that the order submitted by it, and pursuant to which the securities were previously withdrawn from its personal account and recorded on the nominee account opened at the Depository, was erroneous.
- 10.1.17.6. Securities shall be withdrawn from the unidentified persons account pursuant to the Depository Service Instruction generated in connection with correction the identified error, identification of the owner (rightsholder), submission of the reporting documents that contain information on erroneous entry recording such securities or securities that were converted into them to the said account by the registrar of the securities owners or the depository, which opened the nominee account for the Depository.

#### Specific features of the broker account maintenance

10.1.18. The broker account shall be opened on the basis of an agreement between the Depository and a broker, provided that either a nominee holder's personal account in the securities holders registry or a nominee securities account with the depository providing centralized title registration services is opened in the name of the Depository, to which account the securities will be credited when placed by a broker. Only equity securities recorded on the issue account in the register of securities holders or the depository providing centralized title registration services may be held in the broker account opened by the Depository. The Depository shall notify the broker of the opening of the broker account in accordance with the provisions of the agreement that serves the basis for opening the broker account.

## 10.2. Securities Account opening procedure

- 10.2.1. Securities Account opening transaction entails that the Depository enters into the accounting records information on the Securities Account and the Depositor, which enables to perform Custody Transactions.
- 10.2.2. A unique code (number) is assigned to the Securities Account at the time of opening. Securities Accounts Coding Rules are established by the Bank.
- 10.2.3. The number of Securities Accounts that may be opened for one Depositor, including the number of the same type Security Accounts, is unlimited.
- 10.2.4. The following modes (procedures for recording securities to the Securities Account in course of securities transfers across Securities Accounts) may be assigned to the Securities Account at the time of opening at the discretion of the Depositor:
- recording securities pursuant to the Counter Instruction initiated by the Recipient in respect of each securities recording transaction;
  - recording securities pursuant to the standing Counter Instruction.

The selected mode may be changed on the basis of the Depositor's Application drawn up in any form, submitted in accordance with the procedure stipulated by the Conditions for Submitting Instructions (Section 8 hereof). The Depository shall change the mode of the Securities Account no later than three (3) business days after receipt of the Application.

10.2.5. The Transaction Originator shall specify the type and the mode of the newly opened Securities Account in the Instruction to open the Securities Account. Should the Securities Account type be not specified in the Instruction, the Depository shall open the owner Securities Account.

Should the Securities Account mode be not specified in the Instruction, the Depository sets it to

"Recording securities pursuant to the standing Counter instruction."

- 10.2.6. The Customer shall submit the following documents when the Agreement is executed and/or a securities account is opened:
  - The Application to conclude a depository agreement (f. 3В-ФЛ/3В-ЮЛ) 1 сору;
  - Instruction  $(f.\Pi P-01) 1$  copy;
  - Customer Questionnaire 1 copy;
  - Self-Certification Forms for FATCA/CRS Purposes 1 copy;
  - if necessary:
- for legal entities Application in free form specifying the e-mail address for the Depository to send service payment information as well as addresses for sending postal correspondence, contact telephone number -1 copy;
- for individuals Application in free or recommended form (f. 3B-ДOП) specifying the address for sending postal correspondence, contact telephone number 1 copy;
- banking details questionnaire (f. AK- $\overline{bP}$ ) 1 copy, which is to be provided by the Depositors (except Brokerage Customers) for each currency of income payment;
- the banking details questionnaire (f. AK- $\overline{\text{BP-BO}}$ ) 1 copy, which is to be submitted by the Brokerage Customers who concluded a brokerage services agreement with the Bank;
- the banking details questionnaire (f. AK-EP-BO-MMC) 1 copy, which is to be submitted by the Brokerage Customers who concluded a brokerage services agreement with the Bank with opening and maintaining an individual investment account (except as specified in the third paragraph of para 17.3.5.1);
  - documents pursuant to the list<sup>19</sup> provided in Annex 2 hereto.

In case two Securities Accounts are opened under a single brokerage services agreement with the Bank (Trading and Non-Trading Accounts) the Customer Questionnaire / the banking details questionnaire (f. AK-БР-БО/ f. AK-БР-БО-ИИС) shall be provided in one copy.

In cases stipulated in bullet 5 para 10.1.3 hereof, the banking details questionnaire (f. AK-БР) shall be filled out with respect to the specialized depository and shall not include the bank details of persons in respect of which the Securities Account is opened. The following additional documents shall be also provided:

- the Customer Questionnaire (for a legal entity) containing information on the management company, in respect of which the Securities Account is opened, certified by the signature of the sole executive body and the seal of the specialized depository, 1 copy;

or

- the Customer Questionnaire (for a legal entity) -1 copy, containing information on mutual investment fund/ joint-stock investment fund/ private pension fund, certified by the signature of the sole executive body and the seal of the specialized depository.

In case opening of the individual Depositor account is initiated by the Representative acting under the notarized power of attorney, a photocopy of the document proving the Depositor's identity shall be additionally presented.

10.2.7. In order to open a Securities Account of the Owner in accordance with para 3 of the Resolution of the Board of Directors of the Bank of Russia dated 29.04.2022, persons who are non-residents of the Russian Federation shall provide information about themselves in the manner determined by the Bank, which is made available on the Bank's official website: www.gazprombank .ru. The documents specified in para 10.2.6 hereof shall not be provided.

When carrying out Identification and concluding an Agreement with these persons, it is required to provide documents in accordance with para 10.2.6 hereof. However, the provision of the Instruction

<sup>&</sup>lt;sup>18</sup> No application to conclude a depository agreement shall be submitted to the Depository in cases when a separate bi-lateral agreement shall be concluded in order to conclude the depository agreement and open the Securities Account in compliance herewith

<sup>&</sup>lt;sup>19</sup> The Depository may require other additional documents in order to establish legal capacity and powers of the persons acting on behalf of the Depositor.

(f.  $\Pi P$ -01) is not required.

- 10.2.8. In case for opening any Securities Accounts these Terms and Conditions establish requirements for submission of any additional documents, such other documents shall also be presented.
- 10.2.9. The Depositor is entitled not to submit to the Bank documents listed in Annex 2 hereto, if such documents had been submitted to the Bank and are valid, and no amendments were introduced to them as of the date of the Securities Account opening. In that case, the Depositor may submit to the Bank a written Application to use previously submitted documents. It should be taken into account that the identification document shall be submitted mandatorily.
- 10.2.10. The Depository opens the trade Securities Account pursuant to the Service Instruction and the information received from the Bank under the brokerage services agreement, if a clearing organization, in respect of which the Brokerage Customer has no trade Securities Account, is used in course of settlements on securities transactions.
  - 10.2.11. In order to enter the information on the Depositor, the Depository may use:
- the documents received from the Unified State Registry of the Legal Entities, and in case of a foreign legal entity from the trade register or another register of the state where such legal entity is incorporated;
- documents received by the Bank from the Depositors in course of other services delivery to the Depositors;
- documents received by the Bank from the Depositors in course of their Identification pursuant to Federal Law "On countering the legalization (laundering) of proceeds from crime and financing of terrorism" No. 115-FZ dated August 07, 2001.

Depository Documents stipulated in bullets 1–8, para 10.2.6 shall be submitted to the Depository/ Transfer Agent, other documents may be submitted to the Bank in course of other services delivery to the Depositors/ Identification of the Depositors.

The Depository is entitled not to require that Depositors submit the Customer Questionnaire, if there is sufficient information for Identification and entering information into the Depository Books of Record.

- 10.2.12. The Depository may reject to open a Securities Account in case any restrictive measures are taken with respect to the Depositor/issuer of securities held by the Depositor by any foreign state, union of foreign states, or international organization.
  - 10.2.13. Transaction completion term: T+3 business days, where:

T is the date when the Instruction and all required documents are received by the Depository.

#### 10.3. Securities Account Closing

- 10.3.1. Subject of the transaction: Depositor Securities Account closing transaction entails that the Depository enters into the accounting records information on the Depositor, which prevents performance of any Custody Transactions on the Securities Account.
  - 10.3.2. The grounds for carrying out the transaction are:
  - Instruction (f.  $\Pi P-01$ ) 1 copy;

or

- Service Instruction.
- 10.3.3. Transaction performance terms and conditions:
- 10.3.3.1. A Securities Account may be closed pursuant to the Depositor's initiative only if there are no securities on such account and after all mutual settlements in connection with the obligations of the parties are completed.
- 10.3.3.2. A trade Securities Account closing is performed upon consent of the clearing organization.
- 10.3.3.3. A trade Securities Account and a non-trade Securities Account used under the brokerage services agreement opened in the name of the Brokerage Customer may not be closed if there is an effective brokerage services agreement.
  - 10.3.3.4. Pursuant to the Service Instruction, the Depository may also close:
  - the Securities Account of a deceased Depositor, provided that there are documents

certifying the death of the Depositor<sup>20</sup> and the securities account balance is zero;

- Securities Accounts of FM of Rights after securities debiting in accordance with para 11.4.3.17 hereof under the application of trustor due to death of the fiduciary manager of rights;
- the Securities Account of a liquidated legal entity in case of zero securities account balance, provided that there is an evidence that a record on such liquidation has been made in the USRLE (a record of expulsion of such legal entity from the USRLE due to its inactivity);
  - the Securities Account of the reorganized Depositor;
- the trade Securities Account of the Customer of a Trader, as well as the Trader in case of zero securities balance of such Securities Accounts and upon consent of the clearing organization immediately upon receipt of information on liquidation of the Trader from the official sources;
- the trade Securities Account Customer of a Trader in case of zero securities balance and upon consent of the clearing organization immediately upon receipt of a written notification from the Trader/ the Customer of the Trader on termination (expiration) of the brokerage agreement executed by them;
- the trade Securities Account of the Brokerage Customer in case of zero securities balance and upon consent of the clearing organization at the time of the brokerage services agreement termination between it and the Bank and upon completion of all mutual settlements with the Brokerage Customer;
- the non-trade Securities Account of the Brokerage Customer, provided that the securities account balance is zero, upon termination of the Agreement and the brokerage services agreement;
- other Securities Account in case of zero securities balance if no Custody Transactions were performed on the given Securities Account over one (1) year.
- 10.3.4. Should the Securities Account closing be initiated by the Depository, the report in respect of the closed Securities Account may be issued upon request of the Depositor/ a Representative/ an Authorized Person/ a Trader in respect of its Customer Securities Account or other parties stipulated in the legislation of the Russian Federation.
- 10.3.5. Information about the closed Securities Account and transactions thereunder shall be provided in the manner stipulated in section 12 hereof.
  - 10.3.6. Transaction completion term: T+3 business days, where:

T is the date when the Instruction and all required documents are received by the Depository.

## 10.4. Opening a Subaccount of the Securities Account

- 10.4.1. Subject of the transaction: entering into the accounting records of the Depository information on the Subaccount of the Depositor Securities Account. The purpose and the mode of the Subaccounts of the Securities Account depends upon the Place of Custody of the securities, their state, specific features of their trading and depository services, contractual relations between the Depositor and the Bank, the Bank and the TPBR, as well as other documents that constitute the grounds for the Depository to open Subaccounts of the Securities Account.
- 10.4.2. The grounds for carrying out the transaction of opening a Subaccount of the Securities Account are:
- an Instruction  $(f.\Pi P-01) 1$  copy, other than in cases expressly stipulated in these Terms and Conditions,

or

• an Application of the Customer if a corporate action requiring that securities shall be recorded in a separate Subaccount of the Depositor's Securities Account is carried out:

or

- a Service Instruction in cases expressly stipulated in these Terms and Conditions issued pursuant to the following documents:
  - documents of the authorized government bodies;

<sup>&</sup>lt;sup>20</sup> The documents acknowledging death of the Depositor include: death certificate, certificate of inheritance, valid court judgement on recognizing the Depositor deceased.

- reporting documents of the TPBR when securities are recorded in the Securities Subaccount for the first time and if it is necessary to record securities in a separate Subaccount of the Securities Account, similar to the Subaccount of the Securities Account stipulated in the TPBR;
- reporting documents of the TPBR, if a corporate action requiring that securities shall be recorded in a separate Subaccount of the Depositor's Securities Account is carried out (if no Application for participation in a corporate action is submitted hereunder);
- the information received from the Bank under the brokerage services agreement, if the Brokerage/Trade Subaccount is opened in the trade Securities Account opened pursuant to para 10.2.10 hereof.
  - 10.4.3. Transaction performance terms and conditions.

No Instruction shall be submitted by the Depositor/the Authorized Person assigned to the Securities Account when the following Subaccounts of the Securities Account are opened:

- "Main" Subaccount of the Securities Account within the Securities Account (opened simultaneously with the Securities Account opening);
- "Blocked for Seizure"/ "Blocked for Seizure of Pledged Securities" Subaccounts of the Securities Account (opened pursuant to the Service Instruction);
- Subaccounts of the Securities Account, which are opened in compliance with the requirements of the TPBR (opened pursuant to the Service Instruction);
- "Blocked for Corporate Actions," "Brokerage. Blocked for Corporate Actions" Subaccounts of the Securities Account, which are opened pursuant to the Service Instruction or the Application of the Depositor on participation in the corporate action (if any);
- "Blocked. Securities Credited without Due Grounds" Subaccounts of the Securities Account, which are opened in furtherance of the Service Instruction;
- "Blocked in order to Reflect the Seizure in Nominal Holding" Subaccounts of the Securities Account, which are opened pursuant to the Service Instruction and the Application of the Depositor;
- Subaccounts of the Securities Account designated for registration (capturing) all lien rights, including subsequent pledge rights (opened pursuant to the Pledge Order, or instruction f. ΠΡ-02.1, or instruction f. ΠΡ-04.1);
- Brokerage/Trade subaccounts in the trade Securities Accounts opened pursuant to para 10.2.10 hereof.
- 10.4.4. The list and the modes of Subaccounts of the Securities Account are provided in Annex 9 hereto.
  - 10.4.5. No Trade Subaccounts may be opened in non-trade Securities Accounts.
- 10.4.6. The grounds for, the procedure for and the specific features of opening Subaccounts of the Securities Account in connection with the Holder services provided to the Depositors by the Bank are provided in para 14 hereof.
- 10.4.7. The Depository initiates opening of the Subaccounts in the Securities Account proceeding from the information received from the TPBR, as well as documents received from the government bodies in compliance with the procedure stipulated in the legislation of the Russian Federation, as well as in cases stipulated in these Terms and Conditions.
- 10.4.8. Additional Subaccounts of the Securities Account that are not stipulated in these Terms and Conditions may be opened in compliance with the legislation of the Russian Federation, contractual relations between the Depository and the Depositor, internal operating rules and procedures of the Depository, as well as in cases when new Subaccounts of the Securities Account are opened because there similar subaccounts in the nominee accounts opened in the name of the Bank in the TPBR, or in accordance with the brokerage services agreement concluded by the Bank and the Brokerage Customer.
  - 10.4.9. Transaction completion term: T+V+3 business days, where:
- T is the date when the Instruction or the required documents are received by the Depository, and

- V is the term for performance of the Instruction in the TPBR (if necessary).

## 10.5. Closing a Subaccount of the Securities Account

- 10.5.1. Subject of the transaction: the transaction of closing a Subaccount of the Securities Account entails that the Depository enters into the accounting records information on closing the Subaccount of the a Securities Account.
  - 10.5.2. The grounds for carrying out the transaction are:
  - Instruction  $(f.\Pi P-01) 1$  copy; except as stipulated by para 0 hereof;

or

- a Service Instruction, if Subaccounts of the Securities Account to be closed were opened pursuant to the Service Instruction, as well as in other cases stipulated in these Terms and Conditions.
  - 10.5.3. Transaction performance terms and conditions.
- 10.5.3.1. No Instruction shall be submitted by the Depositor/ the Authorized Person assigned to the Securities Account when the following Subaccounts of the Securities Account are closed:
- Subaccounts of the Securities Account when the Securities Account is closed (they are closed simultaneously with the Securities Account closing pursuant to the Instruction to close the Securities Account);
- "Blocked for Seizure"/ "Blocked for Seizure of Pledged Securities" Subaccounts of the Securities Account (closed pursuant to the Service Instruction);
- Subaccounts of the Securities Account, which are opened in compliance with the requirements of the TPBR (closed pursuant to the Service Instruction);
- "Blocked for Corporate Actions", "Brokerage. Blocked for Corporate Actions" Subaccounts of Securities Account, which are closed upon Securities Account closing or based on the Service Instruction:
- "Blocked. Securities Credited without Due Grounds" Subaccounts of the Securities Account, which are closed in furtherance of the Service Instruction;
- "Blocked in order to Reflect the Seizure in Nominal Holding" Subaccounts of the Securities Account, which are closed pursuant to the Service Instruction and the Application of the Depositor;
- Subaccounts of the Securities Account designated for pledge registration (closed pursuant to Pledge Orders, or Instruction f. IIP-02.1, or Instruction f. IIP-04.1, or Instruction f. IIP-04.2);
- Trade/Brokerage subaccounts of the trade Securities Accounts, Brokerage Subaccounts of non-trade Securities Accounts (closed pursuant to the Service Instruction to close trade Accounts or Brokerage Subaccounts of non-trade accounts) when information on termination of the brokerage services agreement is received, provided that no securities are recorded in the said subaccounts and after all mutual settlements with the Brokerage Customer are completed.
- 10.5.3.2. Specific features of closing Subaccounts of the Securities Account are stipulated in Annex 9 hereto.
- 10.5.3.3. No custody transactions, other than informational transactions, may be carried out on the closed Subaccount of the Securities Account.
  - 10.5.3.4. The closed Securities Subaccount may not be re-opened.
  - 10.5.3.5. No Securities Subaccount may be closed if there are any securities recorded on it.
  - 10.5.4. Transaction completion term: T+3 business days, where:

T is the date when the Instruction and all required documents are received by the Depository, unless otherwise provided for herein, or in the terms and conditions of instructions execution in the TPBR, or in the agreement between the parties.

# 10.6. Authorized Person Assignment to the Securities Account/ Subaccount of the Securities Account

10.6.1. Subject of the transaction: the transaction for appointing the Authorized Person of the Depositor entails that the Depository enters into the accounting records information on the person

authorized to carry out transactions on the Depositor's Securities Account / Subaccount of the Securities Account on behalf of the Depositor.

The following Authorized Persons may be assigned to the Securities Account:

- Securities Account Agent;
- Securities Account Operator;

The following Authorized Persons may be assigned to the Subaccount of the Securities Account:

- Securities Account Subaccount Agent;
- Securities Account Subaccount Operator.
- 10.6.2. The grounds for carrying out the transaction to appoint the Operator of the Securities Account/ Subaccount of the Securities Account are:
  - Instruction (f.  $\Pi P-01$ ) 1 copy;
- Power of Attorney (f. ДВ-01- $\Phi$ Л/ДВ-01- $\Theta$ Л) 1 copy, other than in cases expressly stipulated in these Terms and Conditions;
- Representative Questionnaire containing details of the Operator (legal entity, including credit institution) 1 copy; or
- a Service Instruction in cases stipulated in these Terms and Conditions, including the cases when information is received from the Bank under the brokerage services agreement or when the Authorized Person is assigned to the Brokerage Subaccount of a trade Securities Account, opened in compliance with para 10.2.10 hereof.
- 10.6.3. The grounds for carrying out the transaction to appoint the Agent of the Securities Account / the Subaccount of the Securities Account are:
  - Instruction (f.  $\Pi P-01$ ) 1 copy;
  - Power of Attorney (f. ДВ-02-ФЛ/ДВ-02-ЮЛ) 1 сору;
- Representative Questionnaire containing details of the Agent of the Securities Account/Subaccount of the Securities Account (individual) 1 copy;
- identification documents of the individual being the Agent of the Securities Account/Subaccount of the Securities Account in compliance with Annex 7 hereto.
- 10.6.4. The Authorized Person being the legal entity resident in the Russian Federation/ the legal entity being non-resident of the Russian Federation shall submit to the Depository a set of documents according to Annex 2 hereto.
  - 10.6.5. Transaction performance terms and conditions.
- 10.6.5.1. No Authorized Persons shall be appointed for the following types of Securities Accounts:
- Securities Account opened in the name of the fiduciary manager, which activities entail only exercising the rights on securities;
  - Deposit Securities Account;
  - Transit Securities Account.
- 10.6.5.2. No Authorized Persons shall be appointed for the following Subaccounts of the Securities Account:
  - "Main"
  - "Blocked for Seizure"
  - "Blocked for Seizure of Pledged Securities"
  - "Blocked for Commitments"
  - "Blocked for Corporate Actions"
  - "Brokerage. Blocked for Corporate Actions"
  - "Blocked. Securities Credited without Due Grounds", and
  - "Received as Payment for Mutual Investment Fund Units".
- 10.6.5.3. Only one Authorized Person may be appointed to one Securities Account/Subaccount of the Securities Account.

- 10.6.5.4. The Authorized Person may carry out transactions on behalf of the Depositor on its Securities Account/ Subaccount of the Securities Account provided that the full set of duly issued documents to be presented in compliance with the requirements hereof has been submitted to the Depository.
- 10.6.5.5. The documents set forth in para 0 10.6.4 hereof shall be submitted to the Depository in compliance with the below procedure: The Instruction and the power of attorney signed by the Depositor shall be submitted to the Depository by the Depositor. Other documents, including the Customer Questionnaire required to carry out the transaction and Identify the Authorized Person may be submitted to the Depository by the Authorized Person being appointed.
- 10.6.5.6. After the Depository makes the appropriate entry on the Authorized Person, the Depositor is no longer entitled to initiate Custody Transactions in respect of the securities recorded in the Depositor Securities Account/ the Subaccount of the Depositor Securities Account, in respect of which the Authorized Person is appointed, other than transactions aimed to amend the details of the Depositor, informational transactions, countermanding the appointed Authorized Person, as well as in cases stipulated in these Terms and Conditions.
- 10.6.5.7. The Authorized Person shall be appointed for the period specified by the Depositor in the Power of Attorney. If no term is specified in the Power of Attorney, the Authorized Person shall be appointed for one (1) year. Upon expiration of the term of office of the Authorized Person and in order to extend it, the Depositor shall submit to the Depository a new Power of Attorney and the Instruction (f.  $\Pi P$ -01) to appoint the Authorized Person.
- 10.6.5.8. The Trader shall be appointed the Operator of the Securities Account / Trade Subaccount of the Securities Account opened for the Customer of the Trader.
- 10.6.5.9. At Depository 101, no Authorized Persons shall be appointed to the trade Securities Account and non-trade Securities Account of the Brokerage Customer, should a Brokerage Subaccount be opened in it, other than in cases when the Bank is appointed the operator of the Trade Subaccount and the Brokerage Subaccount opened in the trade and non-trade Securities Accounts of the Brokerage Customer.

Should the Bank be appointed the Operator of the Trade Subaccounts and Brokerage Subaccounts, the Brokerage Customer shall submit to the Depository only the Instruction (f. ΠΡ-01). Other documents specified in para 0 and 0 hereof are not to be submitted to the Depository.

Should the Bank be appointed the Operator of the Brokerage/Trade Subaccount of the trade Securities Account opened pursuant to para 10.2.10 hereof, the Brokerage Customer is not required to submit to the Depository the documents for appointing the Bank the Operator of the Brokerage/Trade Subaccount. The Depository shall appoint the Bank the Operator of the Brokerage/Trade Subaccount in compliance with para 10.1.11.1 hereof pursuant to the Service Instruction and the information received from the Bank under the brokerage services agreement.

The Bank shall act as the Operator of the Trade Subaccounts and the Brokerage Subaccounts throughout the term of the brokerage services agreement.

- 10.6.5.10. The Authorized Person shall transfer to the Depositor the reports of the Depository on transactions performed on the Depositor's Securities Accounts and the documents issued by the Depository and certifying the Depositors title to securities. The Depository shall not be liable for the actions of the Authorized Person to the Depositor.
- 10.6.5.11. The Authorized Person appointed for the Securities Account/ the Subaccount of the Securities Account is entitled not to provide to the Depository the Customer Questionnaire if such Authorized Person is already a Depositor or an Authorized Person for other Securities Accounts/Subaccounts of the Securities Accounts.
  - 10.6.6. Transaction completion term: T+3 business days, where:

T is the date when the Instruction and all required documents are received by the Depository.

#### 10.7. **Authorized Person Revocation**

10.7.1. Subject of the transaction: Authorized Person revocation transaction entails that the Depository enters into the accounting records information on cancellation of the powers of the

Authorized Person.

10.7.2. The grounds for carrying out the transaction are:

• Instruction  $(f.\Pi P-01) - 1$  copy;

or

- Service Instruction.
- 10.7.3. Transaction performance terms and conditions.
- 10.7.3.1. Should an Instruction be submitted to countermand the Authorized Person, the Power of Attorney issued to the Authorized Person (at the time of appointment) shall be revoked.
- 10.7.3.2. Brokerage Customers may not submit the Instruction countermanding appointment of the Bank the operator of the Trade Subaccount and the Brokerage Subaccount throughout the term of the brokerage services agreement.
- 10.7.3.3. The Depository initiates the transaction countermanding the Authorized Person in the following cases:
- if the Power of Attorney issued to the Authorized Person has expired, unless the Depositor submitted the Instruction to countermand the Authorized Person;
- if a written notification is received from the Depositor stating that the Power of Attorney issued to the Authorized Person was revoked;
- if the legal Representative is countermanded taking into account the requirements to transactions performed on the Securities Account of the Depositor having a legal representative acting on its behalf (Annex 6 hereto);
- if the Depository is informed by the Bank or a Trader of termination of the brokerage services agreement with the Depositor and complete withdrawal of securities from the Securities Account/ Subaccount of the Securities Account;
- in other cases, stipulated in the regulations of the Russian Federation and these Terms and Conditions.
  - 10.7.4. Transaction completion term: T+3 business days, where:

T is the date when the Instruction and all required documents are received by the Depository.

### 10.8. Change of the Depositor/Authorized Person Details

- 10.8.1. Subject of the transaction: details change transaction entails that the Depository enters changes into the questionnaire of the Depositor, the Authorized Person or the person, in which name "Received as Payment for Mutual Investment Fund Units" subaccount is opened in the transit Securities Account, as well as enters changes in the banking details questionnaire.
  - 10.8.2. The grounds for carrying out the transaction are:
- the Customer Questionnaire/Representative Questionnaire, if personal details are changed, the form shall contain the updated details of the Depositor / Authorized Person 1 copy;
  - if necessary:
- for legal entities Application in free form specifying the e-mail address for the Depository to send service payment information as well as addresses for sending postal correspondence, contact telephone number -1 copy;
- for individuals Application in free or recommended form (f. 3B-ДОП) specifying the address for sending postal correspondence, contact telephone number 1 copy;
  - documents certifying the change of data entered into the Customer Questionnaire (if any);
- banking details questionnaire (f. AK-BP) 1 copy. if bank account details of Depositors, except Brokerage Customers, are changed, the form shall be submitted in respect of each currency, in which income is paid;
- the banking details questionnaire (f. AK- $\overline{\text{EP-BO}}$ ) 1 copy, which is to be submitted by the Brokerage Customers who concluded a brokerage services agreement with the Bank;
- the banking details questionnaire (f. AK- $\overline{\text{EP-BO-ИИC}}$ ) 1 copy, which is to be submitted by the Brokerage Customers who concluded a brokerage services agreement with the Bank with opening and maintaining an individual investment account (except as specified in the third

paragraph of para 17.3.5.1);

• the application (f. 3B-KY $\Pi$ ) - 1 copy, which is provided (if necessary) in cases provided for in para 17.3.5.6 hereof;

or Service Instruction in cases stipulated herein.

The Depository may amend the Customer Questionnaire proceeding from the Service Instruction and the following documents:

- the documents received from the Unified State Registry of the Legal Entities, and in case of a foreign legal entity from the trade register or another register of the state where such legal entity is incorporated;
- documents received by the Bank from the Depositors in course of other services delivery to the Depositors;
- documents received by the Bank from the Depositors in course of their Identification pursuant to Federal Law "On Countering the Legalization (Laundering) of Proceeds from Crime and Financing of Terrorism" No. 115-FZ dated August 07, 2001.

The Depository is entitled not to require that Depositors submit the Customer Questionnaire, if there is sufficient information for Identification and entering information into the Depository Books of Record.

- 10.8.3. Transaction performance terms and conditions.
- 10.8.3.1. If the originator of the individual Depositor personal details change is the Authorized Person/Representative acting under the power of attorney, the Authorized Person/Representative shall submit a notarized copy of the Depositor identification document in addition to the documents specified in para 10.89.2 hereof.
- 10.8.3.2. The Authorized Person may amend the banking details questionnaire (f. AK-БР) not providing a copy of the Depositor identification document.
- 10.8.3.3. Should the personal details change transaction be initiated at the Depository by the Customer, in which name several Securities Accounts are opened, and/or which is the Authorized Person in respect of several Securities Accounts, one (1) copy of the Customer Questionnaire/Representative Questionnaire shall be provided.
- 10.8.3.4. Should the bank account details change be initiated by the Depositor, in which name several Securities Accounts are opened, one (1) copy of the banking details questionnaire (f. AK-БР) may be provided.
- 10.8.3.5. Brokerage Customers upon change of details to receive payments under securities shall provide the banking details questionnaire (f. AK-БР-БО/f. AK-БР-БО-ИИС) in one (1) copy in respect of all Securities Accounts opened under a single brokerage services agreement with the Bank.
- 10.8.4. The Depository may carry out the transaction of changing the Customer personal details proceeding from the Customer Questionnaire and the required documents that were submitted at the time of opening a Securities Account / appointment of the Authorized Person.
- 10.8.5. The individual Depositor may send to the Bank by mail a notarized letter / Application on the personal details change drawn in free or recommended form (f. 3B-PEK) subject to the following:
- the letter/Application shall include the first name, the last name and patronymic hand-written by the Depositor and be signed by the Depositor personally;
  - the signature of the Depositor in the letter/Application shall be authenticated by a notary public;
- the documents acknowledging changes are provided in the form of original or notarized copies thereof;
- the letter/Application must be accompanied by the notarized copy of all pages of the identification document;
- a notarized copy of the document on registration at the place of residence/ stay shall be attached to the letter/Application, should such information be not available in the identification document.

Proceeding from such letter/Application of the Depositor, the Depository may enter the appropriate changes into the Depository Books of Record, provided that the data disclosed by the Customer are sufficient and unambiguous.

10.8.6. The individual Depositor other than Brokerage Customer may send to the Bank by

mail a letter/ Application in free or recommended form (f. 3B-PEK) on the change of details of the bank account used for income payment enclosing a copy of the identification document. The letter/Application shall include the first name, the last name and patronymic hand-written by the Depositor and be signed by the Depositor personally. A copy of the document on registration at the place of residence/ stay shall be attached to the letter/Application, should such information be not available in the identification document. Proceeding from such letter/Application of the Depositor, the Depository may enter the appropriate changes into the Depository Books of Record, provided that the Customer identification data available in the Depository Books of Record are unchanged.

- 10.8.7. The individual Depositor other than Brokerage Customer may send to the Bank by mail a letter/ Application in free or recommended form (f. 3B-PEK) on simultaneous change of the personal details and the bank account details. In that case, the letter/Application and the documents required shall be drawn in compliance with the procedure stipulated in para 10.8.5 hereof. Proceeding from such letter/Application of the Depositor, the Depository may enter the appropriate changes into the Depository Books of Record, provided that the data disclosed by the Customer are sufficient and unambiguous.
- 10.8.8. The Legal Entity Depositor may send to the Bank by mail/ courier service a letter/ Application drawn in free form requesting it to change the details of the bank account used for income payment and/or requesting it to change /add the email address. The letter/Application shall be on the letterhead of the Legal Entity Depositor and include the full/ abbreviated name, the TIN, the main state registration number, the registered address and
- the number(s) of the Securities Account(s), which bank account details shall be changed, and/or
- new email address. The Depositor may indicate a separate email address to receive notices on corporate actions and/or email address to receive notices on payment for custody services.

Proceeding from such letter/Application of the Depositor, the Depository may enter the appropriate changes into the Depository Books of Record pursuant to the Service Instruction, provided that the data disclosed by the Customer remains unchanged versus the data available at the Depository, and provided that the signature of the Depositor Authorized Person and the seal (if any) in the letter/Application match the signature of the Depositor Authorized Person and the seal (if any) available to the Depository.

- 10.8.9. In cases stipulated in para 10.8.5–10.8.8 hereof, the transaction report or the rejection of such transaction shall be sent to the Depositor.
- 10.8.10. The information on the income earner may not be changed in the banking details questionnaire, in particular, pursuant to the letter/Application stipulated in para 10.8.6, 10.8.7, and 10.8.8 hereof.
- 10.8.11. Any change in the banking details questionnaire on the Securities Account of the individual Depositor declared bankrupt shall be initiated by financial manager by submission of f. AK-БР.
- 10.8.12. Specific features of amending information on the person, in which name the investment partnership Securities Account is opened.
- 10.8.12.1. Should the powers of the authorized managing partner be terminated, the information on the person, in which name the investment partnership Securities Account is opened, shall be amended by the Depository by performing the "Owner details change" transaction that entails entry of the new personal details (the Customer Questionnaire and the banking details questionnaire) in the Depository Books of Record in respect of the investment partnership Securities Account.
  - 10.8.12.2. The grounds for carrying out the transaction are:
- the Customer Questionnaire (of a legal entity including credit institution) containing the personal details of the new managing partner and signed by him/her 1 copy;
- the banking details questionnaire (f. AK- $\overline{bP}$ ) 1 copy, containing the bank account details of the new authorized managing partner;

- documents in accordance with the list<sup>21</sup> specified in Annex 2 hereto; or Service Instruction in cases stipulated herein.
- 10.8.12.3. In addition to the documents stipulated in para 10.8.2 hereof, the Customer shall submit the investment partnership agreement specifying the powers of the new authorized managing partner in order to confirm the change of information on the person, in which name the investment partnership Securities Account is opened.
  - 10.8.13. Transaction completion term: T+3 business days, where:

T is the date when all required documents are received by the Depository.

### 11. Inventory Transactions

#### 11.1. Securities Acceptance for Record-Keeping

- 11.1.1. Subject of the transaction: securities acceptance for record-keeping transaction means recording securities on the Depositor Securities Account, specifying the total number of securities that are kept and/ or recorded at the Depository.
- 11.1.2. The grounds for carrying out the transaction are Instructions submitted by the Customer:
- the Instruction (f.  $\Pi$ P-04), including the instruction submitted by Brokerage Customers to ensure that the quantity of securities in the Trade and Brokerage Subaccounts is sufficient for completing settlements on the transaction 1 copy;
- or the Instruction (f.  $\Pi$ P-04.1) submitted when pledged securities are accepted for record-keeping 1 copy;
- the Securities List (f. ПР-ПРИЛ), if the Instruction is submitted in respect of several issues of securities, 1 copy;
- or the Instruction submitted by the Bank as the Operator of the Trade/ Brokerage Subaccount under the brokerage services agreement;

or Service Instruction in cases stipulated herein.

#### 11.1.3. Transaction Performance Terms and Conditions

- 11.1.3.1. The Depository shall accept for record-keeping securities and FFI, which issue (additional issue) is included in the list of Securities Issues that passed the procedure for admitting securities for depository services with the Bank.
- 11.1.3.2. Should the Instruction be submitted in respect of securities that have not passed the procedure for securities admission for depository services, the Depository shall initiate that procedure in compliance with subpara 0 hereof.
  - 11.1.3.3. Securities are accepted for record-keeping if there is an opened Securities Account.
- 11.1.3.4. The Depository accepts securities for record-keeping if such securities are deposited to the Securities Account of the Depository in the TPBR and if there is an Instruction (f. IIP-04).
- 11.1.3.5. The Instruction for securities acceptance (f. IIP-04) (the Supplementary Information field) shall indicate the number of subaccount in the Securities Account of the Depository. If no such number is indicated, the Bank may, in its own discretion, specify the number of subaccount in the Securities Account of the Depository.
- 11.1.3.6. Should the Customer fail to submit the Instruction (f. IIP-04) before expiration of the business day following the day when the securities were deposited to the Securities Account of the Depository, the Depository shall deposit those securities to the unidentified persons account.
- 11.1.3.7. Subsequently, the said securities shall be withdrawn from the unidentified persons account and deposited to the Securities Account of the Depositor after the Instruction (f. IIP-04) is submitted to the Depository.

Bank GPB (JSC) Depository Terms and Conditions

<sup>&</sup>lt;sup>21</sup> The Depository may require other additional documents in order to establish legal capacity and powers of the persons acting on behalf of the Depositor.

- 11.1.3.8. When equity securities of a Russian issuer are accepted for record-keeping (first depositing) on the Securities Account of depository programs, the Depositor shall submit to the Depository a copy of the permit to place and/ or arrange trading of such securities outside the Russian Federation by placement, in compliance with the foreign law, the foreign issuer securities that certify the title to the said securities, if such permit was required pursuant to article 16 of FZ "On Securities Market."
- 11.1.3.9. The Depository may request the Transaction Originator to provide additional documents if such documents are required in order to carry out the transaction in the TPBR.
- 11.1.3.10. The Transaction Originator shall pay the expenses incurred by the Depository in connection with performance of the transaction in the TPBR in accordance with the Depository Tariffs, other than in cases when the transaction is performed pursuant to the documents received from the government bodies in compliance with the procedure stipulated in the legislation of the Russian Federation.
- 11.1.3.11. Should pledged securities be accepted for record-keeping the Instruction (f. IIP-04.1) shall be submitted taking into the account the provisions hereof on registration of pledge and subsequent pledge of securities.
- 11.1.3.12. A condition of acceptance for record-keeping (depositing) of securities subject to recorded (registered) pledge based on the Instruction (f. IIP-04.1) is Depository's receipt from a person that recorded such securities of information on the conditions of pledge and the pledgee;
- 11.1.3.13. The Depository shall perform the Instruction for acceptance of pledged securities for record-keeping by simultaneous performance of transactions: acceptance of securities for record-keeping and registration of securities pledge rights as well as subsequent pledge of securities (if any).
- 11.1.3.14. Mutual fund units may not be credited to the Securities Accounts from the date when the list of persons entitled to cash compensation upon mutual fund termination is made, except for debiting such units in the following cases:
- termination of the depository activities by the depository that keeps records of the rights to mutual fund units, in the case when, in accordance with paragraph two of point 5, article 14 of the Federal Law "On Investment Funds", the rules of trust management of such mutual fund provide for registration of rights to fund units in the nominee holder's personal accounts;
- assignment of the rights and obligations of a depository licensed as a specialized depository, on the securities accounts of which, in accordance with point 3, Article 42 of the Federal Law "On Investment Funds", the rights to such units of a mutual fund are recorded, to another depository licensed as a specialized depository;
- redemption of fund units on the basis of relevant applications submitted by any nominee holder in pursuance of an order of the unit holder before the date when the grounds for termination of the said mutual fund arise.
- 11.1.3.15. In case of submission of the Instruction related to settlements conditions, when TPBR rules enable partial performance of instructions, securities may be deposited based on TPBR reports in parts. In this case the Depository shall not be liable to the Depositor for actions of TPBR/counterparties in case of partial performance of the Instruction.

Depositors may not on their own initiate performance of the Instruction in parts, nor may they reject partial performance of Instructions in cases when TPBR rules enable partial performance of instructions.

- 11.1.3.16. Reports on completion of the transactions performed shall be issued to the Transaction Originators.
  - 11.1.4. Transaction completion term
- 11.1.4.1. Securities shall be deposited to the Securities Account or to the unidentified persons account by the Depository by the business day following the day when it receives the document confirming that securities are deposited to the personal nominee account opened at the Depository in the register of securities owners, or the nominee account.
  - 11.1.4.2. The maximum term for securities acceptance for record-keeping is:
  - T +S+N+1 business day, where:

- T is the date when the Instruction and all required documents are received by the Depository, including information on the possibility to deposit securities;
- S is the period for securities acceptance for custody service (if necessary);
- N is the period for processing the Instruction, including as necessary for the Depository to receive the document evidencing that securities are credited to the Depository Account at the TPBR.

In case the Instruction indicates the execution date and/or a condition precedent, the Depository shall process the instruction on such date and/or when such condition is met.

#### 11.2. Securities withdrawal from record-keeping

- 11.2.1. Subject of the transaction: securities withdrawal from record-keeping is a transaction, whereby the appropriate number of securities is withdrawn from the Depositor Securities Account and the total number of securities recorded at the Depository is reduced.
- 11.2.2. The grounds for carrying out the transaction are the following documents submitted by the Customer:
  - the Instruction (f.  $\Pi P$ -04.C) 1 copy

or

- the Instruction (f. ΠΡ-04.2) in case of withdrawal of pledged securities from record-keeping, 1 copy;
- the Securities List (f. ПР-ПРИЛ), if the Instruction is submitted in respect of several issues of securities, 1 copy;
- or the instruction submitted by the Bank as the Operator of the Trade/ Brokerage Subaccount under the brokerage services agreement;
  - or Service Instruction in cases stipulated herein.
  - 11.2.3. Transaction performance terms and conditions
- 11.2.3.1. If applicable in accordance with the requirements of the legislation of the Russian Federation, acts of the Bank of Russia, when the Depositors make transactions (operations) between spouses and close relatives, additional documents shall be provided in accordance with Annex No. 19 hereto.
- 11.2.3.2. Should pledged securities be withdrawn from record-keeping, the Originators of the transaction of withdrawal from record-keeping are the Depositor/ a Representative/ an Authorized Person, as well as pledgees under such pledge.
- 11.2.3.3. The Depository may request the Transaction Originator to provide additional information and documents, if the information and documents available are insufficient for carrying out the transaction in the TPBR.
- 11.2.3.4. When the Instruction for securities withdrawal from record-keeping is submitted, the securities shall be blocked in the Depositor Securities Account until the reporting document is received from the TPBR confirming that securities withdrawal transaction was performed on the nominee account opened in the name of the Bank in the TPBR or refusing to perform the transaction. After that, securities are withdrawn from the Depositor Securities Account, and the transaction of securities withdrawal from record-keeping is deemed completed. If the TPBR rejects to perform the transaction, the securities are reversed to their original status.
- 11.2.3.5. The Depository shall not carry out the securities withdrawal from record-keeping, if:
- the Instruction is submitted by the Depositor, and securities are recorded in the Trade/ Brokerage Subaccounts of the Securities Account;
  - the securities are blocked, other than in cases expressly stipulated herein;
  - the required quantity of securities is not available at the Securities Account;
  - the TPBR rejects to perform the transaction.
- 11.2.3.6. Should pledged securities be withdrawn from record-keeping, the Depository shall carry out the transaction and transfer information on the terms of pledge to another depository or another person that will record title to pledged securities, unless otherwise provided for in the instruction to withdraw pledged securities from record-keeping or the instruction to register the pledge.

Information on the terms of pledge shall be provided in the "Supplementary Information" field of the Instruction (f. IIP-04.2) and shall contain:

- first name, last name, patronymic and details of the personal identity document/ name and details of the pledgee/ preceding pledgees registration documents;
- date and number of the pledge agreement/ previous pledge agreements, as well as the available to the Depository information about the provision on registering assignment of the pledge (with/ without consent of the pledgee) included in such agreements.
- 11.2.3.7. The Transaction Originator shall pay the expenses incurred by the Depository in connection with performance of the transaction in the TPBR in accordance with the Depository Tariffs, other than in cases when the transaction is performed pursuant to the information received from the government bodies in compliance with the procedure stipulated in the legislation of the Russian Federation.
- 11.2.3.8. In case the dissolved issuer is expunged from the USRLE or the issuer is liquidated, the Depository shall withdraw the securities from the Securities Accounts / debit the unidentified person account as of the date the record is made into the USRLE that the issuer is expunged from the USRLE, pursuant to:
  - The Service Instruction and
- A document evidencing that the securities are debited from the Account of the Depository, or information about the liquidation of the issuer obtained by the Depository from public sources (extract from the USRLE), in cases where the registrar does not keep the register of holders of the company's securities in connection with the termination of the registrar agreement, i.e. when the company's registers are deposited in the registrar's archives, or when the company's registers are not transferred to a new registrar due to the reorganization of the other registrar, or for other reasons.
- 11.2.3.9. In case equity securities are issued by way of converting other securities into such equity securities as part of reorganization of the issuer, the Depository shall withdraw the securities from the Securities Accounts or debit them from the unidentified person account as of the date of state registration of the issuer established as a result of the reorganization or, in case of reorganization in the form of acquisition, as of the date the entry is made in the USRLE on the termination of the acquired issuer.
- 11.2.3.10. Mutual fund units may not be debited from the Securities Accounts from the date when the list of persons entitled to cash compensation upon mutual fund termination is made, except for debiting such units in the following cases:
- termination of the depository activities by the depository that keeps records of the rights to mutual fund units, in the case when, in accordance with paragraph two of point 5, article 14 of the Federal Law "On Investment Funds", the rules of trust management of such mutual fund provide for registration of rights to fund units in the nominee holder's personal accounts;
- assignment of the rights and obligations of a depository licensed as a specialized depository, on the securities accounts of which, in accordance with point 3, Article 42 of the Federal Law "On Investment Funds," the rights to such units of a mutual fund are recorded, to another depository licensed as a specialized depository;
- redemption of fund units on the basis of relevant applications submitted by any nominee holder in pursuance of an order of the unit holder before the date when the grounds for termination of the said mutual fund arise.
  - 11.2.4. Transaction completion term:
- 11.2.4.1. Securities shall be withdrawn from the Securities Account or the unidentified persons account no later than the business day following the day when the Depository receives the document confirming securities withdrawal from the Depository Account.
- 11.2.4.2. The maximum term for withdrawal of securities from record-keeping is: T+N+1 business day, where:

T is the date when the Instruction and all required documents, as well as information evidencing that securities may be withdrawn, are received by the Depository;

N is the period for processing the Instruction, including as necessary for the Depository to receive

the document evidencing that securities are debited from the Depository Account;

In case the Instruction indicates the execution date and/or a condition precedent, the Depository shall process the instruction on such date and/or when such condition is met.

#### 11.3. Securities Transfer Across Subaccounts of the Securities Account

- 9.
- 10.
- 11.
- 11.1.
- 11.2.
- 11.3.
- 11.3.1. Subject of the transaction: securities transfer across Subaccounts of the Securities Account entails entry of information in the Depository accounting records on transfer of securities from one Subaccount of the Securities Account to another Subaccount of the same Securities Account.
- 11.3.2. The grounds for carrying out the transaction are Instructions submitted by the Customer:
  - Instruction  $(f.\Pi P-02) 1$  copy;
- the Securities List (f. ПР-ПРИЛ), if the Instruction is submitted in respect of several issues of securities, 1 copy
- or the Instruction submitted by the Bank acting as the Operator under the brokerage services agreement;

or Service Instruction in cases stipulated herein.

- 11.3.3. Transaction performance terms and conditions
- 11.3.3.1. If applicable in accordance with the requirements of the legislation of the Russian Federation, acts of the Bank of Russia, when the Depositors make transactions (operations) between spouses and close relatives, additional documents are provided in accordance with Annex No. 19 to these Terms.
- 11.3.3.2. Should performance of the Instruction to transfer securities across Subaccounts of the Securities Account result in changes in the TPBR, the Depository shall initiate the transactions for securities withdrawal from record-keeping and securities acceptance for record-keeping in the TPBR corresponding to the Custody Places of such securities. In that case, the Depository shall carry out the instruction to transfer securities across Subaccounts of the Securities Account proceeding from the reporting documents of the TPBR on securities withdrawal from and securities acceptance for record-keeping by performing two transactions: securities withdrawal from record-keeping and securities acceptance for record-keeping. The report on securities withdrawal from record-keeping and securities acceptance to record-keeping shall be issued to the Transaction Originators.
- 11.3.3.3. The procedure for securities transfer across Subaccounts of the Securities Account in connection with performance of the Pledge Orders is stipulated in para 0–0 hereof.
- 11.3.3.4. Recording securities encumbrance / release from encumbrance and/or securities disposal restrictions
- 11.3.3.4.1. Securities encumbrance and securities disposal restrictions are recorded in compliance with the federal laws, the terms of securities issue or these Terms and Conditions by making an entry in the Security Account on securities encumbrance and/ or an entry on restriction of securities disposal, including a credit entry to the subaccount of the Securities Account, where title to the encumbered securities or restricted securities is recorded.
- 11.3.3.4.2. Securities encumbrance is recorded on the Securities Account of the owner, the Securities Account of the fiduciary manager or the Securities Account of the foreign custodian.
- 11.3.3.4.3. Restrictions on securities disposal (seizure, blocking or prohibition to carry out transactions with securities) are recorded on the Securities Account where the corresponding restriction on securities disposal may be imposed in compliance with the federal legislation.

- 11.3.3.4.4. If a restriction on securities disposal (seizure)/ release of securities disposal restriction (lifting seizure) is recorded in the nominee holding system of the nominee holder Depositors or foreign nominee holders, the Depository shall record the seizure/ release from seizure in the separate Subaccounts of the Securities Account designated for recording the securities under seizure in the nominee holding system of the Depositors pursuant to the applications drawn in accordance with form 3B-AP submitted to the Depository.
- 11.3.3.4.5. Should a restriction on securities disposal be one of the terms of the securities encumbrance, restriction on such securities disposal shall be recorded simultaneously with recording securities encumbrance on the Securities Account.
- 11.3.3.4.6. The changes in the terms of securities encumbrance are recorded by making an entry on the new terms of encumbrance.
- 11.3.3.4.7. Securities release from encumbrance and/ or release of the restriction on securities disposal shall be recorded in compliance with the federal legislation, the terms of the securities issue or these Terms and Conditions by making an entry in the Security Account on where title to the encumbered securities or restricted securities is recorded.
- 11.3.3.4.8. Should a restriction on securities disposal be one of the terms of the securities encumbrance, release securities encumbrance shall be recorded on the Securities Account simultaneously with recording the release of restriction on such securities disposal that was a term of such encumbrance.
- 11.3.3.4.9. Unless otherwise provided for in the federal law or the agreement, the Depositor, which securities are encumbered, may not dispose of such securities without consent of the encumbrancer, in particular making claims on repurchase, acquisition or redemption of the encumbered securities to the issuer or the person liable on such securities.
- 11.3.3.4.10. The encumbrancer may not be granted the right to dispose of the encumbered securities, in particular making claims on repurchase, acquisition or redemption of the encumbered securities to the issuer or the person liable on such securities, other than in cases stipulated in the federal legislation or the Agreement.
- 11.3.3.4.11. In the event of fixation of a restriction on securities disposal (seizure) in respect of pledged securities, the securities shall be transferred to the Subaccount of the Securities Account intended for accounting for pledged securities under seizure.
- 11.3.3.4.12. If securities are pledged, the Depository shall be entitled to terminate the Agreement, provided that provisions of para 5.8.4 hereof are complied with.
- 11.3.3.4.13. In case the Bank acts as an escrow agent under an escrow agreement, the parties to such escrow agreement may conclude a separate agreement for escrow agency procedures to set forth the procedure for making entries on encumbrances over securities, changes in/termination of such encumbrances.
- 11.3.3.4.14. The Depository shall not control the procedure for the Depositor disposing of the encumbered/ restricted securities, other than in cases stipulated in these Terms and Conditions and the federal legislation.
- 11.3.3.4.15. In accordance with para 5 Article 82 of Federal Law No. 229-FZ dated October 02, 2007 "On Enforcement Proceedings," a restrictive note made on the Securities Account with respect to the securities in pursuance of the seizure imposed by a bailiff on the securities in foreclosure of the debtor's property does not prevent the actions aimed at the redemption of such securities, payment of income thereon, conversion or exchange thereof for other securities, if such actions are stipulated by the terms of issue of the seized securities and not forbidden by the bailiff's seizure order.
- 11.3.3.5. Procedure for suspending/ resuming transactions with equity securities of the reorganized issuer (other than in cases when securities are not subject to conversion in connection with reorganization of their issuer and in cases when the bonds issuer is replaced due to reorganization):
- 11.3.3.5.1. By the day following the day when the Depository receives from the TPBR a notification that transactions with equity securities of the reorganized issuer shall be suspended/

resumed, the Depository shall transfer the securities to the Subaccount of the Securities Account designated for recording blocked securities.

- 11.3.3.5.2. The Depository shall send notifications on suspending/ resuming transactions with securities to the Depositors, for which nominee accounts and foreign nominee accounts are opened to, on the day when the corresponding notification is received by the Depository.
- 11.3.3.5.3. From the moment of suspension (blocking) the transactions, the Depository shall not carry out securities withdrawal/deposit transactions in respect of securities subject to the suspension, other than their withdrawal or depositing on the grounds stipulated in the federal legislation, as well as in connection with the change of such securities balance on the personal account (securities account) of the nominee holder opened for the Depository.
- 11.3.4. The report on completion of securities transfer across Subaccounts of the Securities Account may be issued to the government bodies that initiated the seizure or release of the seizure, as well as to the Depositor (upon request), on which Securities Account the transaction was performed, and which was not the Transaction Originator.
  - 11.3.5. The maximum transaction completion term is:

T+N+1 business day, where:

- T is the date when the Instruction and all required documents are received by the Depository:
- N is the period for processing the Instruction, including as necessary for the Depository to receive the document evidencing that securities are debited from the Depository Account and credited to the Depository Account, in case the execution of such Instruction for transfer of securities on Subaccounts of the Securities Account results in a change in TPBR.

#### 11.4. Securities transfer across Securities Accounts

- 11.4.1. Subject of the transaction: securities transfer across Securities Accounts means securities withdrawal from one Securities Account and their depositing to another Securities Account opened at one or two Depositories.
- 11.4.2. The grounds for carrying out the transaction are Instructions submitted by the Customer or another Transaction Originator in cases stipulated in these Terms and Conditions:
  - the Instruction (f.  $\Pi P$ -02) 1 copy submitted by the securities Remitter;
- Instruction (f.  $\Pi P$ -02.B) -1 copy (the Counter Instruction submitted by the securities Recipient, if the mode for recording based on the Counter Instruction is assigned to the Securities Account in respect of each securities depositing transaction);

or Instruction (f.  $\Pi P$ -02.1) – 1 copy (upon pledged securities transfer);

- Pledge Order (f.  $\Pi P$ -06.2) signed by the pledgee in case of extrajudicial enforced collection of the pledged securities in the case stipulated in para 11.4.3.13 hereof, 1 copy;
- the Securities List (f.  $\Pi$ P- $\Pi$ PИЛ) 1 copy (should the instruction be submitted in respect of several issues of securities);
- or the Instruction, submitted by the Bank as the Operator of the Trade/ Brokerage subaccount under the brokerage services agreement;

or Service Instruction in cases stipulated herein.

Should the securities transfer Instruction include a term and/or a condition of its performance, the occurrence of the corresponding term and/or the corresponding condition shall also be the grounds for securities withdrawal from / depositing to the Securities Account.

#### 11.4.3. Transaction performance terms and conditions

- 11.4.3.1. The mandatory condition for performance of the securities transfer across the Securities Accounts is the opened Securities Account of the Depositor being the Recipient of the securities. The Depository shall not carry out securities transfers simultaneously opening the Securities Account in the name of the Recipient of the securities or on behalf of third parties.
- 11.4.3.2. The Depository shall carry out the following types of securities transfers across Securities Accounts:
  - intradepository securities transfer across the Securities Accounts of the Depositors, i.e.

the Remitter of the securities and the Recipient of the securities opened at one Depository;

- interdepository securities transfer across the Securities Accounts of the Depositors, i.e. the Remitter of the securities and the Recipient of the securities opened at two different Depositories.
- 11.4.3.3. The Depository shall deposit securities in case of securities transfers (intradepository and interdepository) across Securities Accounts in accordance with the following modes for depositing the securities selected by the Recipient:
- securities depositing pursuant to the Counter Instruction initiated by the Recipient in respect of each securities depositing transaction in compliance with the procedure stipulated in para 11.4.3.15 hereof;
- securities depositing pursuant to the standing Counter Instruction. In that case securities are transferred across Securities Accounts without a Counter Instruction submitted by the Recipient in respect of each securities depositing transaction and no reconciliation of the Instructions' parameters is performed.
  - 11.4.3.4. The Depository shall not inform the Remitter of the mode selected by the Recipient.
- 11.4.3.5. Securities transfers may be carried out pursuant to individual terms and conditions provided that a supplementary agreement to the Agreement is executed with the Depositor.
- 11.4.3.6. Securities shall be deposited to the Securities Subaccount of the Recipient of the securities specified in the Instruction to transfer the securities submitted by the Remitter of the securities or another Transaction Originator in cases stipulated in these Terms and Conditions. In case of the interdepository transfer, securities may not be deposited to the Subaccounts of the Securities Account of the Recipient of the securities stipulating the blocked status of the securities, other than blocked for trading.
- 11.4.3.7. If no Securities Subaccount for depositing the securities is specified in the Instruction, the Depository shall deposit the securities to the Subaccount of the Securities Account designated for recording securities in the free state.
- 11.4.3.8. In case of simultaneous submission of a securities transfer Instruction and an Instruction for opening a Securities Account, the securities transfer Instruction shall:
- not indicate the number of the Securities Account for crediting. In this case, in the section "Details of the counterparty's securities account" of the Instruction, the box "Securities Account for debiting" shall be marked as "New";
- - in the box "List of attached documents, additional information, incoming number of the canceled Instruction," the condition on the start of execution of the Instruction is included:
- "Transfer the securities to a new Securities Account after opening Securities Accounts under broker agreement No. \_\_\_\_\_," or
- "Transfer the securities to a new Securities Account after opening a Securities Account for inheritance, certificate date / No. \_\_\_\_\_\_," or
- "Transfer the securities to a new Securities Account after opening a Securities Account for accepting securities under a gift agreement date / No. (if any) \_\_\_\_\_."
- 11.4.3.9. Should performance of the Instruction to transfer securities across the Securities Accounts result in changes in the TPBR, the Depository shall initiate the transactions for securities withdrawal from record-keeping and securities acceptance for record-keeping in the TPBR corresponding to the Custody Places of such securities. In that case, the Depository shall carry out the Instruction to transfer securities across Securities Account proceeding from the reporting documents of the TPBR on securities withdrawal from and securities acceptance for record-keeping by performing two transactions: securities withdrawal from record-keeping and securities acceptance for record-keeping. The Report on Securities Withdrawal from Record-keeping and Securities Acceptance for Record-keeping shall be issued to the Transaction Originators.

If an inter-depository transfer of securities transaction includes securities withdrawal from/acceptance for record-keeping, the Depository shall issue relevant reports to the Securities Recipient.

11.4.3.10. The procedure for carrying out securities transfer across Securities Accounts in connection with performance of the Pledge Orders is defined in subpara 0–0 hereof.

- 11.4.3.11. The procedure for carrying out securities transfer across Securities Accounts in connection with the Holder services delivery by the Bank is defined in section 0 hereof.
- 11.4.3.12. Securities shall be deposited within one (1) business day following the day when the later of the following events occurs: the Depository receives the Instruction to transfer securities, the Depository receives the Counter Instruction.
- 11.4.3.13. In order to carry out the securities transfer from the account of the Depositor (the pledgor) to the account of the pledgee or the third party while enforcing collection of the pledged securities, if according to the pledge agreement securities may be withdrawn from the Securities Account of the pledgor pursuant to the Instruction signed by the pledgor only, the Transaction Originator (the pledgee) shall submit to the Depository the following documents:
- the Pledge Order on termination of the pledge and securities transfer (f.  $\Pi P 06.2$ ) signed by the pledgee 1 copy;
- the original or a notarized copy of the securities pledge agreement stipulating the extrajudicial procedure for enforcing the pledge;
- the original or a notarized copy of the pledged securities purchase agreement concluded pursuant to the outcomes of the auction (other than on-exchange trading) or through the commissioner (if the securities are sold through the auction (other than on-exchange trading) or through the commissioner);
- the original or a notarized copy of the memorandum on the results of the auction to sell the pledged securities (if the securities are sold through the auction or if the pledgee appropriates the subject of the pledge, if the auction is declared void);
- the original or a notarized copy of the commission agreement (if securities are sold through the commissioner);
- the original or a notarized copy of the commissioner report (if securities are sold through the commissioner).

Documents evidencing delivery (sending) of the notification on the commencement of enforcement of the pledge and/ or on purchase of ownership of the pledged property by pledgee (if the pledgee appropriates the pledged securities) to the pledgor.

11.4.3.14. The report on completion of the intradepository securities transfer with the change of the owner may be issued both to the Remitter of the securities, and to the Recipient of the securities.

### 11.4.3.15. Securities transfer procedure in case of securities depositing pursuant to the Counter Instruction initiated by the Recipient in respect of each securities depositing transaction

- 11.4.3.15.1. Securities shall be withdrawn from the Remitter Securities Account, if the Recipient of the securities submits the Counter Instruction within fifteen (15) business days after the Instruction to transfer securities is submitted and the following parameters<sup>22</sup> of the Instruction to transfer securities and the Counter Instruction are reconciled successfully:
  - numbers of the Securities Accounts for withdrawal and depositing;
- the Depository code and the number of the Instruction to transfer securities (if this information is specified in the Counter Instruction);
  - securities registration number;
  - quantity of securities transferred;
- the number of the personal identity document of the individual Remitter and the Recipient, OGRN/OKPO (for resident legal entities), the code substituting it (for non-resident legal entities).
- 11.4.3.15.2. If the parameters of the Instruction to transfer securities and the Counter Instruction are successfully reconciled, the securities shall be withdrawn from the Securities Account of the Remitter of the securities and deposited to the Securities Account of the Recipient of the securities.

Bank GPB (JSC) Depository Terms and Conditions

<sup>&</sup>lt;sup>22</sup> The list of parameters to be used for reconciliation of the Instructions may be modified as agreed by the Depository and the Depositor and specified in the supplementary agreement to the depository agreement.

- 11.4.3.15.3. If no Instruction to transfer securities containing the reconciliation parameters that match parameters of the Counter Instruction is provided within fifteen (15) business days after the Counter Instruction is submitted, the securities transfer transaction shall not be carried out.
- 11.4.3.15.4. If the Counter Instruction contains the valid Depository code and the number of the Instruction to transfer securities and one of the remaining reconciliation parameters specified in the Counter Instruction and the corresponding Instruction to transfer securities does not match, the securities transfer transaction shall not be carried out.
- 11.4.3.15.5. The Pledge Order signed by the person transferring the securities and the person receiving the securities constitutes the Counter Instruction to deposit securities to the Securities Account of the person receiving the securities.
- 11.4.3.15.6. The report on completion of the securities transfer shall be issued to the Remitter of securities. The Recipient of securities shall be issued the report on completion of the securities depositing pursuant to the Counter Instruction.

# 11.4.3.16. Specific features of transactions on the Securities Account of a deceased Depositor

- 11.4.3.16.1. The transactions on the securities account of the deceased Depositor shall be suspended until the securities are transferred to other persons pursuant to the testament or the federal law.
- 11.4.3.16.2. The Depository shall suspend (no later than the next business day after the Depository receives the relevant document) Custody Transactions in case one of the following documents is submitted:
  - death certificate:
  - certificate of inheritance rights;
  - certificate of ownership of the surviving spouse;
  - court decision (determination, ruling);
  - request of a notary/court for registration of inheritance rights;
- a document confirming/containing information about the death of the Depositor, issued by the competent authorities of a foreign state, certified and translated into Russian.

In order to suspend Custody Transactions, the said documents may be sent to the Depository by the heirs (except for the request of a notary/court)/surviving spouses (except for the request of a notary/court)/judicial authorities/notaries by mail/handed over in person in the form of originals or copies of original documents and certified by a notary or by the issuing authority. The Depository shall have the right to keep copies of these documents certified by the Depository.

From the moment of suspending the transactions, the Depository shall perform no securities withdrawal or depositing transactions on the securities account of the deceased Depositor other than withdrawals of deposits performed on the grounds stipulated in the federal legislation or in connection with the change of balance of such securities on the personal account (securities account) of the nominee holder opened for the Depository, transfer of securities from the Securities Account of the deceased Depositor to the Securities Account of heirs/surviving spouses.

- 11.4.3.16.3. The Instruction to transfer securities from the Securities Account of the testator shall be initiated by the heir/ surviving spouse.
- 11.4.3.16.4. If, pursuant to the certificate of right to inheritance by operation of law or the certificate of inheritance under testament, or a court judgement, there is one heir or two or more heirs, and the certificate of inheritance or the court judgement specifies the property to be inherited by each of them, then the following documents shall be submitted to the Depository in order to transfer the securities from the Securities Account of the deceased Depositor to the accounts of the heirs:
- the certificate of right to inheritance by operation of law (or the certificate of inheritance under testament) the original or the notarized copy (if any);
  - the certificate of title of the surviving spouse (if any) the original or the notarized copy;
- a copy of the court judgement specifying the exact number of securities due to each person (heir/surviving spouse) (if any).
  - 11.4.3.16.5. If, pursuant to the certificate of right to inheritance by operation of law or the

certificate of inheritance under testament, there are two or more heirs, and the certificate of inheritance does not specify the property to be inherited by each of them, i.e. the securities become joint shared property, then the following documents shall be submitted to the Depository in order to transfer the securities from the Securities Account of the deceased Depositor to the accounts of the heirs:

- the certificate of right to inheritance by operation of law (or the certificate of inheritance under testament) (if any) the original or the notarized copy;
  - the certificate of title of the surviving spouse (if any) the original or the notarized copy;
- the inherited property sharing agreement, which specifies the exact number of securities due to each of the heirs the original signed by all heirs in attendance of the Bank employee or notarized; or
- a copy of the court judgement (if the heirs fail to come to an agreement on property sharing) specifying the exact number of securities due to each person (heir/surviving spouse).
- 11.4.3.16.6. If, pursuant to the court judgement, the securities become the joint shared property of the heirs, and the exact number of securities due to each joint owner is not specified, then the following documents shall be submitted to the Depository:
- a copy of court judgement (that does not specify the exact number of securities due to each joint owner); and
- an inherited property sharing agreement specifying the exact number of securities due to each heir the original signed by all heirs in attendance of the Bank employee or notarized.
- 11.4.3.16.7. Securities shall be transferred from the testator's Securities Account to the Securities Account of the surviving spouse pursuant to the certificate of title of the surviving spouse and the certificate of the right to inheritance and on the basis of separate Instructions.
- 11.4.3.16.8. In case of transfers pursuant to the certificate of title of the surviving spouse, the Instruction shall indicate that the transfer was carried out in connection with the transfer to the surviving spouse account.
- 11.4.3.16.9. In case of transfers pursuant to the certificate of the right to inheritance, the Instruction shall indicate the transfer is carried out in connection with the inheritance.
- 11.4.3.16.10. The securities due to the heirs/ surviving spouse who did not come to the Depository shall be recorded on the Securities Account of the testator.
- 11.4.3.16.11. The report(s) on completion of securities transfer from the Securities Account of the testator shall be issued to the heir(s)/ surviving spouse.
- 11.4.3.17. Specific features of securities transfer of the Securities Account of the fiduciary manager (in case of death), whose activities include only exercising the rights conferred by the securities, to the Securities Account of the trustor
- 11.4.3.17.1. In case of death of the individual being the fiduciary manager, whose activities include only exercising rights in respect of securities, the securities shall not be included in the estate of the individual fiduciary manager and shall be transferred (returned) to the Securities Account of the trustor.
- 11.4.3.17.2. Transfer (return) of the securities from the Securities Account of the fiduciary manager, whose activities include only exercising rights in respect of securities, to the Securities Account of the trustor shall be carried out pursuant to the Service Instruction after the trustor submits to the Depository the Application drawn in free form.

The following details shall be specified in the Application:

- the Depository name (number);
- first name, last name and patronymic of the trustor and the details of the personal identity document;
- the notification on termination of the fiduciary management agreement (the details of the agreement shall be specified) due to death of the fiduciary manager (first name, last name and patronymic of the fiduciary manager shall be specified);
- the request to transfer securities (the name of securities, the quantity) from the Securities Account (the Securities Account number) of the fiduciary manager to the Securities Account

(the Securities Account number) of the trustor;

• the date of Application.

### 11.4.3.18. Specific features of pledged securities transfer

- 11.4.3.18.1. If at the time of the securities transfer from Securities Account a pledge was recorded (registered) in respect of such securities, then such securities may be deposited to the Securities Account of the securities owner, the Securities Account of the fiduciary manager or the foreign custodian account if the Depository at the same time records (registers) pledge in respect of the deposited securities under the same conditions.
- 11.4.3.18.2. The Transaction Originators are both pledgors remitting and receiving securities, as well as all pledgees, in respect of which the pledge was recorded (registered).
- 11.4.3.18.3. The pledged securities transfer is carried out as intradepository securities transfer across the Securities Accounts with simultaneous recording (registration) of release of the restriction on transactions with securities on the Securities Account of the pledgor remitting securities and recording (registration of) securities encumbrance with the pledge on the Securities Account of the pledgor receiving the securities.
- 11.4.3.18.4. The Instruction to transfer the pledged securities shall be submitted to the Depository by the pledgor.
  - 11.4.3.18.5. The Depository shall not be liable for:
- for discharge of the parties' obligations under the pledge agreement, the agreement to transfer the pledged securities or the obligation secured by pledge, as well as for compliance of the provisions thereof with the legislation of the Russian Federation;
- for carrying out transactions on the Securities Account of the pledgor if such transactions contradict the pledge agreement, the agreement to transfer the pledged securities or another agreement between the pledgor(s) and the pledgee but were specified in the Instruction.
- 11.4.3.18.6. The report on completion of the pledged securities transfer shall be issued to the pledgor remitting the securities, the new pledgor (the owner of the securities) and all pledgees.
- 11.4.3.18.7. The provisions of para 11.4.3.18 hereof are not applicable to transfer of securities in case of pledged securities enforcement.

#### 11.4.3.19. Specific features of securities transfer across the trade Securities Accounts

The following transactions may be performed on the trade Securities Accounts:

- securities withdrawal/ depositing pursuant to the outcomes of clearing performed by the clearing organization on the basis of the data from the registry of transactions included in clearing received from the clearing organization; the Depository shall withdraw/ depositing securities in the amount established in course of balancing the transactions (withdrawals and depositing based on the outcomes of clearing) on the Securities Account broken down by securities issues on the basis of the clearing report and Service Instruction. Following the clearing carried out by a clearing organization, securities shall be withdrawn/ deposited across trade securities accounts of Depositors by way of transfers using the unidentified persons account, for the double entry purposes;
- the intradepository transfer of securities from another Securities Account to the trade Securities Account pursuant to the Instruction of the Remitter of the securities;
- the intradepository transfer from the trade Securities Account to the Securities Account opened in the name of the same Depositor pursuant to the Instruction of the Operator;
- intradepository transfer from the trade Securities Account of the Remitter to the trade Securities Account of the Recipient provided that trade Securities Accounts of the Remitter and the Recipient are opened in respect of one clearing organization. In that case, no additional consent shall be obtained from the clearing organization to carry out such transactions, if the clearing rules stipulate that the clearing organization grants consent to perform such transactions without additional request for consent:
- acceptance for record-keeping/withdrawal of securities from record-keeping based on the Customers' Instructions, in particular Operators' Instructions, on satisfaction of the below

conditions:

- Trading Securities Account is used to make settlements subject to DVP (delivery versus payment) in the clearing organization NSD under the conditions stipulated by the Clearing Rules of Nonbanking Credit Organization Closed Joint Stock Company "National Settlement Depository";
- the Depositor is registered by the Depository (clearing participant) as a customer of clearing participant with clearing organization NSD based on the Depositor's application drawn in free form specifying trading bank accounts opened in the Depositor's name with NSD.
- other transactions stipulated by the applicable legislation of the Russian Federation, including securities blocking on the Securities Account of the owner if the documents on securities seizure are received.

### 11.4.4. Transaction completion term:

- 11.4.4.1. If the balance of the securities recorded on the Depository account remains unchanged, securities withdrawal from/ depositing to the Securities Account shall be carried by the business day following the day when the later of the following events occurs:
  - the grounds arise to deposit securities to the Securities Account;
- the grounds arise to withdraw securities from another Securities Account or other account opened by the depository.

If the balance of the securities recorded on the Depository account remains unchanged, the securities shall be withdrawn from the Unidentified Persons Account shall be performed by the business day following the day when the grounds to deposit securities to the Securities Account arise.

11.4.4.2. The maximum transaction completion term is:

(T,V)+N+1 business day, where:

- T is the date when the Instruction and all required documents are received by the Depository;
- S is the date when the Counter Instruction to deposit securities is received by the Depository, where the Securities Account of the Securities Recipient is opened.
- N is the period for processing the Instruction, including as necessary for the Depository to receive the document evidencing that securities are debited from the Depository Account and credited to the Depository Account, in case the execution of such Instruction for transfer of securities on the Securities Accounts results in a change in TPBR.

### 11.5. Securities pledge registration

- 11.5.1. Subject of the transaction: securities pledge registration is the transaction whereby the credit entry is made to the Subaccount of the Securities Account, where the pledge is recorded (registered).
  - 11.5.2. The grounds for carrying out the transaction are:
- the Pledge Order (f.  $\Pi P$ -05) 1 copy, signed by the Depositors (the pledger and the pledgee);

or the Pledge Order (f. ΠΡ-05.1) – if an assignment of pledge is registered, 1 copy;

- ullet the Securities List (f. ПР-ПРИЛ) if the Instruction is submitted in respect of several issues of securities, 1 copy
  - 11.5.3. Transaction performance terms and conditions
- 11.5.3.1. In order to register the pledge, the pledgee shall have the Securities Account opened at the Depository where the Securities Account of the pledger is opened.
- 11.5.3.2. Pledge may be registered in respect of the following types of Securities Accounts opened in the name of the pledgor:
  - Securities Account of the owner;
  - Securities Account of the fiduciary manager;
  - the foreign custodian account.
  - 11.5.3.3. The Subaccount of the Securities Account where the pledge is recorded (registered)

shall be opened pursuant to the pledge registration Instruction.

- 11.5.3.4. The Pledge Order to register the pledge shall be submitted to the Depository by the pledgor.
- 11.5.3.5. The pledgee may not sign the Pledge Order to register the pledge on behalf of the Depositor being the pledgor if it is appointed the Authorized Person for the Securities Account of the pledgor. In that case the Pledge Order shall be signed by the pledgor itself.
- 11.5.3.6. Should the pledge agreement stipulate that the pledgor shall obtain the pledgee consent for the subsequent pledge of securities, the pledgor shall specify that term in the pledge order (f.  $\Pi P$ -05).
- 11.5.3.7. If the securities pledged under the pledge agreement be converted or exchanged, the securities received as a result of conversion shall be deemed (are) pledged under the same terms and conditions as the securities pledged prior to their conversion. No Pledge Order shall be submitted to register the pledge of securities received as a result of conversion or exchange.
- 11.5.3.8. If, under the law of the Russian Federation and a pledge agreement, the pledgee exercises the rights held by the pledgor and certified by the pledged security, the pledgor shall submit to the Depository the Application drawn in free form and signed by the pledgor and the pledgee, listing the rights to be exercised by the pledgee.

In that case, the pledgee shall exercise the rights conferred by the securities in compliance with the procedure stipulated herein.

In this case, the Depository shall send the information necessary for exercising the rights under the securities by the methods specified in para 5.3.1.10 hereof to both the Depositor-pledgor and the Depositor-pledgee.

11.5.3.9. Should, by virtue of the security pledge agreement, the pledgee exercise the right to receive the income on the security, the pledgee is entitled to receive the income on the pledged security, as well as the proceeds from redemption of the pledged security, monies received from the issuer of the security in connection with its purchase by the said person, or monies received in connection with its purchase of the third party beyond volition of the pledgor.

In that case the Application stipulated in para 11.5.3.8 hereof shall indicate the pledgee entitlement to obtain the proceeds from redemption of the pledged security, monies received from the issuer of the security in connection with its purchase by the said person, or monies received in connection with its purchase of the third party beyond volition of the pledgor.

- 11.5.3.10. If, in compliance with the securities pledgor, by virtue of being the owner of the securities, receive other securities in addition to them free of charge, such securities shall be pledged with the pledgee. In that case, the Depository shall use the Service Instruction to make an entry on the pledge in respect of such additionally received securities under the existing conditions.
- 11.5.3.11. If a pledge manager is specified as the beneficiary of the encumbrance, the details of such pledge manager shall be specified and a note shall be made that the pledge is established in line with the pledge management agreement. The procedure for making entries on the pledge manager and the specifics of custody transactions when there is a pledge manager shall be stipulated by a relevant agreement.
  - 11.5.3.12. The Depository shall not be liable for:
- for discharge of the parties' obligations under the pledge agreement or the obligation secured by pledge, as well as for compliance of the provisions thereof with the legislation of the Russian Federation;
- for carrying out transactions on the Securities Account of the pledgor if such transactions contradict the pledge agreement, the agreement to transfer the pledged securities or another agreement between the pledgor(s) and the pledgee but were specified in the Pledge Order;
- for accuracy and reliability of the information on the pledge provided by the Depositor in the Instructions as the time of the pledge registration, including acceptance of the pledged securities for record-keeping;
- for the pledgee failure to comply with the pledge agreement provisions on extrajudicial enforcement of the pledged securities.

- 11.5.4. The report on completion of the transaction shall be issued to the pledger and the pledgee that initiated the transaction.
- 11.5.5. Transaction completion term: T+3 business days, where T is the date when the Depository received the Pledge Order and all required documents.
- 11.5.6. The provisions of para 11.5 hereof shall also be applied in course of pledge registration when the pledged securities are accepted for record-keeping pursuant to the Instruction  $(f.\Pi P-04.1)$  submitted in compliance with para 11.1 hereof.

### 11.5.7. Specific features of subsequent securities pledge registration

- 11.5.7.1. If, at the time of the subsequent pledge registration in the Books of Record, the subsequent and the preceding pledgee are the same person, the subsequent pledgee shall use the Securities Account different from the one used for the preceding pledge registration and opened in the name of the subsequent pledgee in compliance with the procedure stipulated in para 10.2 hereof.
- 11.5.7.2. The subsequent pledge is recorded upon consent of the preceding pledgee expresses in the pledge order (f.  $\Pi$ P-05) if consent of the preceding pledgee was stipulated at the time of the preceding pledge registration.
- 11.5.7.3. The report on completion of the transaction shall be issued to the pledgee and the subsequent pledgee. The report may also be issued to the preceding pledgees upon request.
- 11.5.7.4. The provisions of para 11.5.7 hereof shall also be applied when the subsequent pledge is recorded at the time of the pledged securities acceptance for record-keeping pursuant to the Instruction (f.  $\Pi P$ -04.1) submitted in compliance with para 11.1 hereof.
- 11.5.7.5. If the subsequent pledge agreement stipulated that the subsequent pledgee shall exercise the rights held by the pledgor and certified by the pledged security, the pledgor shall submit to the Depository the application drawn in free form and signed by the pledgor and the subsequent pledgee, listing the rights to be exercised by the pledgee pursuant to the subsequent pledge agreement.

In that case, the subsequent pledgee shall exercise the rights conferred by the securities in compliance with the procedure stipulated herein.

#### 11.5.8. Specific features of registration of assignment of the pledgee rights to securities

- 11.5.8.1. If the pledgee rights to securities are assigned (the pledgee rights are assigned to another person) the following entries shall be made to the Securities Account of the pledgor: the withdrawal entry to the Subaccount of the Securities Account of the pledgor where the restriction on transactions with securities is recorded (registered) in respect of the pledgee, which assigned the pledge, and the credit entry to the Subaccount of the Securities Account of the pledgor designated for recording securities encumbered with a pledge in respect of the new pledgee receiving the pledge.
- 11.5.8.2. The Transaction Originators are the pledgees that transfer and receive the pledge, as well as the pledgor, if, pursuant to the Instruction to register the pledge/ subsequent pledge, the pledgee rights may not be assigned without consent of the pledgor.
- 11.5.8.3. The Pledge Order to register assignment of the securities pledge may be submitted by any of the Transaction Originators.
- 11.5.8.4. The report on completion of the transaction shall be issued to pledgor, the pledgee that transfers the rights and the pledgee that receives the rights.

### 11.6. Recording (registration) of the termination of securities pledge

- 11.6.1. Subject of the transaction: pledge termination transaction that entails making a withdrawal entry to the Subaccount of the Securities Account of the pledgor where restriction on transactions with securities was recorded (registered).
  - 11.6.2. The grounds for carrying out the transaction are:
- the Pledge Order (f. $\Pi$ P-06) signed by the pledger and the pledgee, after the pledger discharges of its obligations to the pledgee, 1 copy;

or the Pledge Order (f.  $\Pi$ P-06.1) signed by the pledger and the pledgee, if the pledger fails to discharge of its obligations to the pledgee, 1 copy;

- Pledge Order (f.  $\Pi$ P-06.2) signed by the pledgee in case of extrajudicial enforced collection of the pledged securities in the case stipulated in para 11.4.3.13 hereof, 1 copy;
- the Securities List (f. ПР-ПРИЛ) should the Instruction be submitted in respect of several issues of securities, 1 copy;

01

- the Service Instruction in case of enforced collection of the pledged property under the judicial acts and writs of execution, as well as in other cases in compliance with the legislation of the Russian Federation and these Terms and Conditions. In case of auction sale of the pledged securities pursuant to the court judgement, the Service Instruction to record (register) the release of restrictions on securities shall be drawn pursuant to the appropriate resolution (order) of the enforcement officer.
  - 11.6.3. Transaction performance terms and conditions
  - 11.6.3.1. The Transaction Originators are the pledgor, the pledgee or the Depository.
- 11.6.3.2. The Pledge Order to terminate the pledge (subsequent pledge) may be submitted to the Depository by the pledger or the pledgee.
- 11.6.3.3. The Pledge Order shall contain the details of all pledge agreements signed by the time of submitting the Pledge Order to terminate the pledge (subsequent pledge).
- 11.6.3.4.Should the subsequent pledgee enforce the pledge, the securities shall be transferred to the purchaser encumbered with the preceding pledge.
- 11.6.3.5.Enforced collection of the pledged securities is permitted only in respect of the Securities Account of the owner.
- 11.6.3.6.Should the pledgor sell the securities owned by the pledgor and pledged as a security of discharge of the pledgor obligations to the pledgee, in order to discharge of (terminate) the obligations of the pledgor to the pledgee using the proceeds from sale of the pledged securities, the pledge termination transaction may be carried out simultaneously with the securities transfer (intradepository or interdepository) to other Securities Account and Subaccounts of the Securities Account designated for other purposes, provided that the quantity of securities unblock is equal to the number of securities transferred.

In that case, the "Pledge Termination" transaction with simultaneous transfer across Securities Accounts/ withdrawal from record-keeping shall be specified in the Pledge Order, and the counterparty details shall include the details of the Depositor, the Securities Account and the Subaccount of the Securities Account where the securities will be transferred to in connection with termination of the pledge.

- 11.6.4. The parties to the pledge agreement shall be responsible for compliance with the pledge agreement provisions and the requirements of the law on the procedure for enforcing collection of the pledged property.
- 11.6.5. While carrying out the securities pledge (subsequent pledge) termination transaction, the Depository shall not be liable for:
- for discharge of the parties' obligations under the pledge (subsequent pledge) agreement, the agreement to transfer the pledged securities or the obligation secured by pledge, as well as for compliance of the provisions thereof with the legislation of the Russian Federation;
- for carrying out transactions on the Securities Account of the pledgor if such transactions contradict the pledge (subsequent pledge) agreement or another agreement between the pledgor and the pledgee(s) but were specified in the Pledge Order.
- 11.6.6. The report on completion of the pledge termination transaction shall be issued to all Transaction Originators.
- 11.6.7. Transaction completion term: T+3 business days, where T is the date when the Instruction and all required documents are received by the Depository.

#### 11.7. **Instruction cancellation**

11.7.1. Subject of the transaction: Instruction cancellation transaction entails the Depository entering into the accounting registers information rendering performance of the previously

submitted Instruction impossible.

- 11.7.2. The grounds for carrying out the transaction are the Instruction in accordance with the cancelled Instruction type -1 copy
  - 11.7.3. Transaction performance terms and conditions
- 11.7.3.1. The previously submitted Instruction may be cancelled before the moment of the business day corresponding to the beginning of its operational processing and/ or if it is possible to restore the securities in the original state.
- 11.7.3.2. Cancellation of the Instruction to accept/ withdraw securities for/ from record-keeping may be performed during the business day only until the Instruction is performed in the TPBR.
- 11.7.3.3. The monies received by the Depository as the fee for the cancelled transaction shall be returned to the Customer in compliance with the procedure established at the Bank, excluding the monies spent by the Depository to pay for the services of the TPBR.
- 11.7.3.4. If the Instruction to perform the transaction stipulates that there shall be signatures of several persons in cases stipulated in these Terms and Conditions, the Instruction to cancel it shall be signed by the same persons.
- 11.7.4. The Depository shall issue to the Transaction Originators the reports on completion of the transaction (f. OB-02/OB-03) depending upon the type of the Instruction being cancelled.
- 11.7.5. Transaction completion term: T+1 business days, where T is the date of submission of the Instruction.

### 12. Informational Transactions

- 12.1. Subject of the transaction: statements, certificates and reports generation transaction entails the Depository activity to draw and issue to the Transaction Originator the document certifying its title to securities, and/or other information on the Securities Account and Custody Transactions thereon, other records.
- 12.1.1. The securities account statement or another Depository document issued to the Depositor and certifying its title to securities as of the certain calendar date may contain information on the quantity of securities on its Securities Account only as of the end of the transaction day as of the corresponding calendar date.
- 12.1.2. The Depositor may request the statement on the quantity of securities on the Securities Account as of the current Transaction Day. In that case, the statement does not certify the Depositor title to securities.
- 12.1.3. The statement stipulated in para 12.1.1 hereof may contain information on the quantity of securities on the Securities Account as of the beginning of the current transaction day, if it is stipulated in it that the statement is issued for the purposes of submitting the proposal to include items in the agenda, the proposal to nominate candidates to the governance bodies or other bodies of the company, or the requirement to convene the extraordinary general meeting of the shareholders.
- 12.2. The samples of statements/certificates are provided in Annex 4 hereto. The elements of the statements/ certificates forms are included in/ excluded from the statement/certificate generated by the Depository (the content of statements/ certificates) depending upon the type of the statement/ certificate, the parameters and specific features of generating it, the content of its components, for example, presence or absence of transactions, securities, etc.
  - 12.3. The grounds for carrying out the transaction are:
- Instruction  $(f.\Pi P-03) 1$  copy, specifying the type of statement/ certificate, the date/period to be covered by the statement or certificate, including on the closed Securities Account.
  - or Service Instruction based upon the following:
- request(s) received from judicial, controlling or other bodies and officials in cases stipulated in the relevant legislative acts of the Russian Federation;
  - preparation of documents for the Bank's performance of tax agent's functions.
  - 12.4. The Instruction to issue the statement/certificate provided in electronic form may include

the frequency of its issue specified in the supplementary information field:

- daily, as of the previous business day;
- weekly, on the first business day of the week;
- monthly, on the first business day after the end of the calendar month;
- other, as agreed with the Depository.
- 12.5. A trustor may give Instructions for information transaction on the trustee's Securities Account.
- 12.6. In order to obtain the statements on the closed Securities Account, the individual shall submit the Instruction (f. ΠΡ-03) and the identification document in accordance with Annex 7 hereto.
- 12.7. In order to obtain the statements on the closed Securities Account in absence of the effective Agreement, the resident legal entity shall submit:
  - the Instruction (f. ΠΡ-03);
- the notarized copy of the extract from the USRLE containing information on the legal entity issued by the tax authority less than thirty (30) days before it is submitted<sup>23</sup>;
- the power of attorney stipulating the powers of the person signing the Instruction (f. IIP-03) to initiate such Custody Transaction, as well as the powers to receive the statements on the closed Securities Account, if such actions will not be performed by the executive acting in compliance with the Articles of Association.
- 12.8. In order to obtain the statements on the closed Securities Account, the non-resident legal entity shall submit:
  - the Instruction (f. ΠΡ-03);
- the Certificate (Registered Agent's Certificate, Certificate of Incumbency, another document) issued by the registered agent, the corporate secretary of the company in accordance with the legislation of the country of incorporation of the foreign legal entity stating that all documents submitted have not been amended as of the current date, specifying the directors of the company, issued less than thirty (30) days before the submission date, duly certified, legalized/apostilled and translated into Russian:
- the notarized copy of the power of attorney of the person signing the Instruction (f.  $\Pi$ P-03) granting the powers to initiate such Custody Transaction on behalf of the legal entity, as well as the powers to receive the statements on the closed Securities Account, if such actions will not be performed by the executive acting in compliance with the Articles of Association.
- 12.9. The successor legal entity may receive the statement on the closed Securities Account of the Depositor that terminated its operations in course of reorganization.
  - 12.10. The Depository shall generate and issue the following statements and certificates:
- Securities Account statement (f. BII-01) contains information on securities, and their quantity, recorded on the Depositor Securities Account. The statement may be generated both in respect of all types of securities, and in respect of the specific issue.
- Securities Account statement (f. BΠ-01.1) contains information on securities, and their quantity, in respect of the specific issue of securities as of the beginning of the current transaction day. The statement is provided for the purposes of submitting the proposal to include items in the agenda, the proposal to nominate candidates to the governance bodies or other bodies of the company, or the requirement to convene the extraordinary general meeting of the shareholders.
- Securities Account statement (detailed) (f. BΠ-02) contains information on all opened Subaccounts of the Securities Account, the state of the Subaccounts of the Securities Account, the quantity and the status of the securities recorded in such Subaccounts of the Securities Account, as well as on the Places of Custody of the securities. The statement may be generated both in respect of all types of securities, and in respect of the specific issue;
- Securities Subaccount statement (f.  $B\Pi$ -03) contains information on all securities, their quantity and the status, in which securities are recorded in the Subaccount of the Securities Account,

-

<sup>&</sup>lt;sup>23</sup> The copy may be downloaded by the Depository's employee from the official website at http://www.egrul.nalog.ru/

as well as on the places of custody of the said securities. The statement may be generated both in respect of all types of securities, and in respect of the specific issue.

- Statement of the Securities Account regarding securities kept in records on specific grounds (f. BΠ-04) contains information on the securities issue recorded in the Subaccounts of the Securities Account with the same destination (grounds) and the places of custody of the said securities.
- Abstract from the register of transactions (f. BΠ-06) contains information on the Instructions registered in respect of the Securities Account and the places of custody of the said securities. The statement, including the statement on the closed Securities Account, shall be generated for the period specified in the Instruction, and it may be generated in respect of all transactions, irrespective of their type and status, as well as in respect of the specific type/ status of the transactions; the transactions pertaining to all securities recorded in the Securities Account or in the specified type(s) of securities;
- Abstract from the securities credit and debit transactions register (f. BII-07) contains information on inventorial transactions changing the balance of securities, as well as on the Places of Custody of the securities. The abstract, including the abstract on the closed Securities Account, shall be generated for the period specified in the Instruction, and it may be generated in respect of all securities or the specified security, and the statement may include transaction within the Securities Account;
- Certificate on registered collaterals (f. CII-01) contains information on the specified security or on all securities encumbered with a pledge and recorded in the Subaccounts of the Securities Account designated as "blocked for pledge". The certificate may be received both by the pledgor and the pledgee. The certificate, including the certificate on the closed Securities Account, may be generated as of any date specified in the Instruction. Pursuant to one Instruction, the certificate may be generated in respect of several pledges registered in different Securities Accounts;
  - other statements and certificates.
- 12.11. The statements and certificates may be issued to the Depositor, its Representative or the Authorized Person appointed for the Securities Account/ Subaccount of the Securities Account personally, except cases expressly stipulated in these Terms and Conditions and/or the agreement with the Customer for receipt of statements and/or certificates.
- 12.12. Any statement/certificate shall be issued to a Depositor at the place where such Depositor gives an Instruction for Depository Transactions.
- 12.13. In addition to the original statement/certificate, Depositors may be provided with a copy of such documents (where the relevant mark is included in the Instruction f. ΠΡ-03). No fee is charged for issue of such copies.
  - 12.14. The Depository may send statements/certificates to a corporate Depositor by mail.
- 12.15. The statements and certificates may be issued or delivered (by mail, e-mail or using another telecommunications system) to the auditor specified by the Depositor/ the Representative of the Authorized Person in the Instruction.
- 12.16. The Depository may issue statements and certificates upon request of the heirs of the Depositors and/ or their surviving spouses/ successors of the Legal Entity Depositors proceeding from the applications drawn in free form or Instructions f. ΠΡ-03 with the documents certifying the rights of inheritance/ property rights of surviving spouses/ succession of securities attached thereto.
- 12.17. Should the Instruction (f. IIP-03) be submitted to the Transfer Agent, statements and certificates shall be generated as of the date preceding the date when the Depository performed the Instruction, other than in cases when the Customer specifies in the Instruction the date of generating statements/ certificates.
- 12.18. The Customer may specify in the Instruction (f. ΠΡ-03), in the "Supplementary Information" field, the name of the Transfer Agent, where the statements and certificates shall be sent to.
- 12.19. The list of report forms and the procedures for issue thereof by the Depository are outlined in section 9 hereof.
  - 12.20. Statements/certificates shall be issued to the Depositor by the Transfer Agent within one

- (1) month after the said documents are received from the Depository.
- 12.21. Statements and certificates may be issued upon request of judicial, controlling or other bodies and officials in cases stipulated in the legislative acts of the Russian Federation governing their activities.
- 12.22. Transaction completion term: T+3 business days, where T is the latest of the following dates:
  - the date when the Depository receives the Instruction and all necessary documents;
- the date, as of which the statement (certificate) is issued, or the date of the end of period, as of which the statement (certificate) is issued.

In case a statement/certificate is delivered to the Customer/Transfer Agent for the Customer by mail, the receipt date thereof shall be extended by the period of such delivery.

#### 13. Global Transactions

When conducting global transactions, the Depository may conduct Custody Transactions, which are subject to global transactions conducted in the TPBR, including: opening / closing subaccounts, as determined by the Depository at its own discretion, crediting / debiting securities to the Subaccounts of Securities Accounts.

#### 13.1. Securities conversion

- 13.1.1. Subject of the transaction: securities conversion transaction includes the Depository activities connected with replacement (depositing and withdrawal) of one issue of securities in the Securities Accounts with securities of another issue in accordance with the specified coefficient.
- 13.1.2. The grounds for carrying out the transaction are the notification of the Registrar on completion of the securities conversion transaction in the personal account of the Bank, or the report on completion of the conversion transaction in the nominee account opened in the name of the Bank in the upline depository and the Service Instruction of the Depository.
  - 13.1.3. Transaction performance terms and conditions.
- 13.1.3.1. The Depository shall convert securities pursuant to the reports received from the upline books of record on completion of the transaction within one (1) business day following the date of receipt of reports. In case of labelled recording, the conversion shall be performed separately upon receipt of the report from each TPBR and only in respect of securities pertaining to the said Place of Custody of the securities.
  - 13.1.3.2. The converted securities shall be recorded in the same status as before the conversion.

#### 13.2. Redemption (cancellation) of the securities issue

- 13.2.1. Subject of the transaction: securities redemption (cancellation) transaction includes the Depository activities in connection with withdrawal of the redeemed (cancelled) securities issue from the Securities Accounts of the Depositors.
- 13.2.2. The grounds for carrying out the transaction are the documents confirming that the securities were redeemed by the issuer, (TPBR Report), and the Service Instruction of the Depository.
  - 13.2.3. Transaction performance terms and conditions

Securities are redeemed (cancelled) in the following cases:

- liquidation of the issuer;
- winding up of the issuer by its reorganization, if the entry is made to the USRLE that the issuer is wound up in cases stipulated in the legislation of the Russian Federation;
  - the issuer passes the resolution to cancel or redeem securities;

- the government body passes the resolution deeming the securities issue void;
- the securities issue is deemed void through the judicial proceedings;
- redemption of debt securities.
- 13.2.4. Transaction completion term: T+1 business day, where T is the date when the Depository receives the necessary documents.

### 13.3. Securities split or consolidation

- 13.3.1. Subject of the transaction: securities split or consolidation transaction entails the Depository action to reduce (decrease) the nominal value of the securities of a particular issue, whereby the securities of that issue are converted in compliance with the specified coefficient into similar securities of the same issuer with a new nominal value.
- 13.3.2. The grounds for carrying out the transaction are the notification of the Registrar on the securities split or consolidation on the personal account of the Bank or the report on the split or consolidation transaction performed in the nominee account opened in the name of the Bank in the upline depository and the Service Instruction of the Depository.
- 13.3.3. Transaction completion term: T+1 business day, where T is the date when the Depository receives all necessary documents.

### 13.4. Additional securities deposit

- 13.4.1. Subject of the transaction: additional securities deposit transaction is the action of the Depository performed pursuant to the resolution of the issuer to deposit additional securities to the Securities Accounts of the Depositors.
- 13.4.2. The grounds for carrying out the transaction are the notification of the Registrar on depositing of additional securities to the personal account of the Bank, or the report on depositing additional securities to the nominee account opened in the name of the Bank in the upline depository and the Service Instruction of the Depository.
- 13.4.3. Transaction completion term: T+1 business day, where T is the date when the Depository receives all necessary documents.

### 13.5. Consolidation of additional equity securities issues

- 13.5.1. Subject of the transaction: additional equity securities issue consolidation transaction consists of the Depository actions resulting in adding information on the consolidated securities issue to the books of record pursuant to the notification received from the Registrar or the upline depository.
- 13.5.2. The grounds for carrying out the transaction are the notification from the Registrar or the report of the upline depository on consolidation of securities issues and the Service Instruction of the Depository.
  - 13.5.3. Transaction performance terms and conditions
- 13.5.3.1. While performing the transaction, the Depository shall reconcile the quantity of the issuer securities specified in the notification from the Registrar or the upline depository with the quantity of securities recorded in the Securities Accounts. The Depository shall ensure that the transaction is performed and the information on securities recorded in the Securities Accounts of the Depositors and transactions performed with them prior to the consolidation of the issues is preserved in the books of record.
- 13.5.3.2. The Depository shall consolidate the issues of the equity securities by performing securities withdrawal and depositing transactions.
- 13.5.3.3. Within six (6) months after completion of the issues consolidation transaction, the Depository may not reject to perform transactions requested by the Depositors if the registration number of the additional securities issue specified in the Instruction of the Depositor does not match the

individual registration number of the securities issue.

13.5.3.4. Transaction completion term: T+1 business day, where T is the date when the Depository receives the necessary documents.

### 13.6. Cancellation of the individual number (code) of the additional securities issue

- 13.6.1. Subject of the transaction: cancellation of the individual number (code) of the additional securities issue is the transaction whereby the Depository enters into the books of record the record on cancellation of the individual number (code) of the additional issue and assigning to the securities of such additional issue the individual registration number of the issue, for which such issue is additional.
- 13.6.2. The grounds for carrying out the transaction are the report of the TPBR on cancellation of the code of the additional securities issue, the notice of the TPBR (if any) and the Service Instruction of the Depository.
  - 13.6.3. Transaction performance terms and conditions
- 13.6.3.1. The Depository cancels the individual number of the additional securities issue by performing securities withdrawal and depositing transactions.
- 13.6.3.2. The Depository shall carry out the transaction while preserving in the books of record information on the Depositors Securities Accounts as related to recording of the securities of additional issue and transactions with them performed prior to cancellation of the code of the additional issue.
- 13.6.3.3. Within one (1) month after cancellation of the code, the Depository may not reject to carry out the transaction if the individual registration number of the additional securities issued specified in the Instruction of the Depositor does not match the individual registration number of the securities issue.
- 13.6.3.4. Transaction completion term: T+1 business day, where T is the date when the Depository receives the necessary documents.

# 14. Specific Features of Custody Services to Depositors when the Bank Acts as the Holder in the NCC

- 14.1. The terms and definitions used in this section are understood in accordance with the definitions in the stock market clearing rules of NCC (hereinafter referred to as the "Clearing Rules").
- 14.2. When the Bank acts in the capacity of the Holder, the Depository shall provide custody services to the Traders and the Customers of the Traders if the following conditions are met:
  - the Bank has the status of the Holder in compliance with the Clearing Rules; and
- the Trader holding the license of the professional securities market participant to perform broker activities has executed the clearing services agreement with the NCC in respect of securities transactions.

The Depository shall not be liable for activities of the Trader acting in the capacity of the broker, including disposal of securities of the Customer of the Trader recorded in "Blocked for clearing in the NCC" and "Blocked for clearing in the NCC. Collateral", "Blocked for clearing in the NCC. Type C Subaccount" opened at the NSD.

- 14.3. The Depository shall not use the information on the Trader in order to carry out any activities that are or may be detrimental to the legitimate rights and interests of the Trader.
- 14.4. The Trader shall be liable for the consequences of Custody Transactions performance or inability to carry out Custody Transactions resulting from the Trader failure to deliver documents and information, or late delivery of such documents and information or delivery of incorrect information.
- 14.5. The Depository shall terminate custody services delivery pursuant to this section of the Terms and Conditions, if one of the following circumstances occurs:
- the Trader license of the professional securities market participant to perform broker activities is cancelled or suspended, or expires;
  - the Bank Holder status is revoked:

- the securities transactions clearing services agreement between the Trader and the NCC is terminated;
- the brokerage services agreement between the Customer of the Trader and the Trader is terminated;
  - in other cases, stipulated herein.
- 14.6. The Trader shall immediately notify the Bank of cancellation, suspension or expiration of its license of the professional securities market participant to perform broker activities, on termination of the securities transactions clearing services agreement between the Trader and the clearing organization, as well as on termination of the brokerage services agreement with the Customer of the Trader. The written notification stipulated in this paragraph shall be sent by mail/courier service to the Depository within one (1) business day after the date of the event, as well as by fax.
- 14.7. As related to services delivery to the Customers of Traders, the Depository obligations to deliver custody services in compliance with this paragraph become effective if the following conditions are met:
- the Trader engages the Bank to carry out the functions of the Depository having the status of the Holder at the NCC and providing custody support (services) of the Trader broker activities at Moscow Exchange in furtherance of the Trader obligations to the Customers of the Trader;
- a brokerage services agreement is concluded between the Customer of the Trader and the Trader:
- a non-trade Securities Account/ trade Securities Account shall be opened in the name of the Trader at one of the Depositories of the Bank head office;
- a trade Securities Account shall be opened in the name of the Customer of the Trader at Depository No. 101;
- a non-trade Securities Account may be opened in the name of the Customer of the Trader at Depository 101. In the absence of the non-trade Securities Account opened on the name of the Customer of the Trader, the Custody Transactions involving securities withdrawal from the trade Securities Account, in particular as instructed by the clearing organization, to the matching non-trade Securities Account shall not be carried out;
- within the trade Securities Account opened in the name of the Customer of the Trader at Depository 101, a Trading Subaccount shall be opened in order to record title to securities owned by the Customer of the Trader, and transfer of such title, in respect of which the Customer of the Trader instructed the Trader acting as a broker to perform civil transactions at Moscow Exchange. Pursuant to the Instruction of the Customer of Trader may be appointed the Operator of such Subaccount of the Securities Account;
- within the trade nominee account opened in the name of the Bank at the NSD, in respect of the Customers of the Trader Type B "Blocked for clearing in the NCC" and/or "Blocked for clearing in the NCC. Collateral", "Blocked for clearing in the NCC. Type C Subaccount" subaccounts shall be opened in order to record restrictions on transactions with securities reserved to secure the discharge of the Trader obligations in respect of such securities arising out of conclusion of securities transactions at the stock exchange by the Trader pursuant to the Instructions of the Customers of the Trader, as well as for withdrawal and depositing the securities in course of securities clearing under the transactions concluded that by the Trader at the stock exchange pursuant to the Instructions of the Customers of the Trader.
- 14.8. As related to services delivery to Traders in respect of securities held by the Trader on the right of ownership or another right in things, the Depository obligations to deliver custody services in compliance with this section become effective if the following conditions are met:
  - an owner trade Securities Account shall be opened in the name of the Trader;
- an owner's non-trade Securities Account may be opened in the name of the Trader not at Depository 101. In the absence of the non-trade Securities Account opened in the name of the Trader, the Custody Transactions involving securities withdrawal from the trade Securities Account, in particular as instructed by the clearing organization, to the matching non-trade Securities Account shall

not be carried out;

- within the trade Securities Account opened in the name of the Trader at Depository 101, a Trading Subaccount shall be opened in order to record title to securities owned by the Trader, and transfer of such title, pursuant to the outcomes of civil transactions at Moscow Exchange. No Authorized Person may be appointed for the stated Subaccount.
- within the trade nominee account opened in the name of the Bank at the NSD, in respect of the Trader Type A "Blocked for clearing in the NCC" and/ or "Blocked for clearing in the NCC. Collateral" subaccounts shall be opened in order to record restrictions on transactions with securities held by the Trader served by the Holder (the Bank) on the right of ownership or another right in things reserved to secure the discharge of the Trader obligations in respect of such securities arising out of conclusion of securities transactions in Russian Rubles at the stock exchange by the Trader pursuant to the Instructions of the Customers of the Trader, as well as for withdrawal and depositing the securities in course of securities clearing under the transactions concluded that by the Trader at Moscow Exchange.
- 14.9. As related to services delivery to Traders in respect of securities handed in trust to the Clearing Participant, the Depository obligations to deliver custody services in compliance with this section become effective if the following conditions are met:
- a fiduciary manager trade Securities Account shall be opened in the name of the Trader at Depository 101;
- a fiduciary manager non-trade Securities Account corresponding to the trade Securities Account may be opened not at Depository 101. In the absence of the non-trade Securities Account opened in the name of the Trader, the Custody Transactions involving securities withdrawal from the trade Securities Account, in particular as instructed by the clearing organization, to the matching non-trade Securities Account shall not be carried out;
- within the trade Securities Account opened in the name of the Trader at Depository 101, a Trading Subaccount shall be opened in order to record title to securities handed in trust to the Trader and transfer of such title, pursuant to the outcomes of civil transactions at Moscow Exchange. No Authorized Person may be appointed for the stated Subaccount.
- within the trade nominee account opened in the name of the Bank at the NSD, in respect of the Trader Type C "Blocked for clearing in the NCC" and/ or "Blocked for clearing in the NCC. Collateral" subaccounts shall be opened in order to record restrictions on transactions with securities handed in trust to the Trader served by the Holder (Bank) or held by the Trader on another right in things reserved to secure the discharge of the Trader obligations in respect of such securities arising out of conclusion of securities transactions in Russian Rubles at the stock exchange by the Trader pursuant to the Instructions of the Customers of the Trader, as well as for withdrawal and depositing the securities in course of securities clearing under the transactions concluded that by the Trader at Moscow Exchange.

### 14.10. Specific features of non-trade Securities Account and Trade Subaccount opened in the trade Securities Account of the Customer of the Trader

- 14.10.1. The Instruction to open the non-trade Securities Account, the trade Securities Account and the Trade Subaccount in it at Depository 101 may be submitted both by the Customer of the Trader, and the Trader holding the power of attorney issued by the Customer of the Trader (f. ДВ-04). In this case, the Instruction and other documents shall be signed by the Customer of the Trader.
- 14.10.2. The Trader shall be appointed the Operator of the Trade Subaccount in compliance with the procedure stipulated in para 10.6 hereof. The Instruction to appoint the Trader the Operator of the Trade Subaccount may be submitted to the Depository by the Trader holding the power of attorney issued by the Customer of the Trader (f. ДВ-04). The Instruction shall be signed by the Customer of the Trader.
- 14.10.3. Securities withdrawal from/ depositing to the Trading Subaccount pursuant to the outcomes of the transactions performed by the Trader at Moscow Exchange is performed by the Depository after withdrawal/ depositing of securities in course of settlements performed by the NCC clearing organization pursuant to the outcomes at Moscow Exchange in type B "Blocked for clearing in the NCC" and/ or "Blocked for clearing in the NCC. Collateral" subaccount, proceeding from the

statement from the trade nominee account opened in the name of the Bank at the NSD on the day of receipt thereof and the Service Instruction. No Instruction shall be submitted by the Customer of the Trader or the Trader.

- 14.10.4. Should the brokerage services agreement between the Customer of the Trader and the Trader be terminated, the Customer of the Trader shall immediately submit to the Depository the Instruction to transfer securities from the Trade Subaccount of the trade Securities Account to the non-trade Securities Account.
- 14.10.5. The Trading Subaccount of the trade Securities Account shall be closed pursuant to the Instruction to close the trade Securities Account with no additional Instruction submitted.

### 14.11. Specific features of trade Securities Account and the Trade Subaccount opened in the trade Securities Account of the Trader

- 14.11.1. The trade Securities Account shall be opened in compliance with para 10.2 hereof. While submitting the Instruction to open the trade Securities Account, the Trader shall submit to the Depository the Application (f. 3B-03) to open in the nominee account of the Bank Type A subaccount "Blocked for clearing in the NCC" and/ or "Blocked for clearing in the NCC. Collateral" or type C subaccount "Blocked for clearing in the NCC. Collateral".
- 14.11.2. The Trade Subaccount shall be opened in the trade Securities Account of the Trader pursuant to the Instruction.
  - 14.11.3. No Authorized Person may be appointed for the Trading Subaccount.
- 14.11.4. The Depository shall withdraw the securities from and deposit securities to the Trading Subaccount pursuant to the outcomes of the transactions performed by the Trader at Moscow Exchange after withdrawal/ depositing of securities in course of clearing performed by the NCC clearing organization based on the outcomes of trading at Moscow Exchange to Bank Type A subaccount "Blocked for clearing in the NCC" and/ or "Blocked for clearing in the NCC. Collateral" or type C subaccount "Blocked for clearing in the NCC" and/ or "Blocked for clearing in the NCC. Collateral" based on the statement of the nominee account opened in the name of the Bank at the NSD on the day of receipt thereof, and the Service Instruction. No Instruction shall be submitted by the Trader.
- 14.11.5. The Trade Subaccount in the trade Securities Account of the Trader shall be closed pursuant to the Instruction to close the trade Securities Account with no additional Instruction submitted, in compliance with para 0 hereof.

## 14.12. Specific features of servicing Type B "Blocked for clearing in the NCC" and/or "Blocked for clearing in the NCC. Collateral" subaccounts

- 14.13.1. Type B "Blocked for clearing in the NCC" and/ or "Blocked for clearing in the NCC. Collateral" subaccounts of the trade nominee account of the Bank at the NSD shall be opened by the Depository pursuant to the Application of the Trader (f. 3B-03) in respect of each Customer of the Trader that concluded the depository agreement with the Bank and opened the Trading Subaccount in its Securities Account. Posting Custody Transactions to type B "Blocked for clearing in the NCC" and/ or "Blocked for clearing in the NCC. Collateral" subaccounts is governed by the NSD Depository Terms and Conditions and the Clearing Rules. The application to open type B "Blocked for clearing in the NCC" and/ or "Blocked for clearing in the NCC. Collateral" subaccount may be submitted to the Depository by the Customer of the Trader while submitting the Instruction to open the trade Securities Account and the Trade Subaccount.
- 14.13.2. Type B "Blocked for clearing in the NCC" and/or "Blocked for clearing in the NCC. Collateral" subaccounts shall be opened in the nominee account of the Bank at the NSD within three (3) business days after the Application (f. 3B-03) to open the said subaccounts, provided that the Customer of the Trader opens the trade Securities Account and the Trade Subaccount in it. The Depository shall provide to the Trader information on opening type B "Blocked for clearing in the NCC" and/or "Blocked for clearing in the NCC. Collateral" subaccounts at the e-mail address specified in the application.
- 14.13.3. While closing the trade Securities Account, the Depository shall transfer securities from type B "Blocked for clearing in the NCC" and/ or "Blocked for clearing in the NCC. Collateral"

subaccount to the "Main" subaccount of non-trade nominee account of the Bank at the B NSD, after that it closes it and provides to the Trader information on closing it to the Trader e-mail address.

- 14.14. Specific features of servicing Type A "Blocked for clearing in the NCC" and/or "Blocked for clearing in the NCC. Collateral" subaccounts and Type C "Blocked for clearing in the NCC" and/or "Blocked for clearing in the NCC. Collateral" subaccounts
- 14.14.1. Type A or C "Blocked for clearing in the NCC" and/or "Blocked for clearing in the NCC. Collateral" subaccounts shall be opened in the trade nominee account of the Bank at the NSD by the Depository pursuant to the application of the Trader (f. 3B-03) provided that there is an opened trade Securities Account and a Trade Subaccount in it. Custody Transactions performed on Type A or Type C "Blocked for clearing in the NCC" and/or "Blocked for clearing in the NCC. Collateral" subaccounts shall be governed by the NSD depository activities rules and the Clearing Rules. The application to open type A or type C "Blocked for clearing in the NCC" and/or "Blocked for clearing in the NCC. Collateral" subaccount shall be submitted to the Depository by the Trader while submitting the Instruction to open the trade Securities Account and the Trade Subaccount.
- 14.14.2. Type A or type C "Blocked for clearing in the NCC" and/ or "Blocked for clearing in the NCC. Collateral" subaccounts shall be opened in the trade nominee account of the Bank at the NSD within three (3) business days after the Application to open the said subaccounts f. 3B.03 is received provided that the Trader opens the trade Securities Account and the Trade Subaccount in it. The Depository shall pass to the Trader information on opening type A or type C "Blocked for clearing in the NCC" and/or "Blocked for clearing in the NCC. Collateral" subaccount to the e-mail address of the Trader specified in the application.
- 14.14.3. When securities are transferred pursuant to the Instruction of the Trader from the Trade Subaccount in the trade Securities Account and the trade Securities Account and the Trade Subaccount in it are closed, the Depository shall transfer securities from type A or type C "Blocked for clearing in the NCC" and/or "Blocked for clearing in the NCC. Collateral" Subaccounts to the "Main" Subaccount of the non-trade nominee account of the Bank at the NSD, then close it and pass to the Trader information on closing it to its e-mail address.

# 15. Specific Features of Custody Services for Qualified Investors and Custody Service of Restricted Securities

- 15.1. The Depository shall carry out transactions with restricted Securities in compliance herewith taking into account the specific features and constraints stipulated in the regulations of the Russian Federation, including provisions of this clause.
- 15.2. The Depository shall deposit the restricted Securities to the nominee accounts opened for other depositories, as well as to the Securities Account of the fiduciary manager.
- 15.3. The Depository shall credit/withdraw from deposit Securities Accounts Restricted Securities without control over the restrictions established by the regulatory legal acts of the Russian Federation, as well as these Terms and Conditions for transactions with Restricted Securities.
- 15.4. The Depository may deposit the restricted Securities to the Securities Account of the owner, if:
- the Securities Account of the owner is opened to the person that is a Qualified Investor by virtue of the federal law as evidenced by the constitutional documents and the documents on availability of the appropriate license (if there is a license), or by notarized copies of the said documents;
- securities are purchased through the broker or by the fiduciary manager while performing trust management, which is confirmed respectively by the broker report or the fiduciary manager report and the notarized copy of the broker/ fiduciary manager license;
- securities are purchased with no involvement of the broker on the grounds stipulated in the regulations of the federal executive body in charge of the securities market, as confirmed by the relevant documents:

- the Depositor who is not a Qualified Investor as of the date of submitting the Instruction to deposit the said securities presents the document evidencing that it was a Qualified Investor as of the date of the transaction with the said securities.
- 15.5. In order to deposit foreign restricted securities to the account of the person that is a citizen of Russia and acquired such securities pursuant to the labor agreement (contract) or in connection with discharge of the obligations stipulated in the labor agreement (contract), or in connection with the membership in the Board of Directors (the Supervisory Board) of the legal entity, the Depositor shall specify in the Instruction the labor agreement (contract), in compliance or in connection therewith the securities are deposited, or another agreement (contract) that constitutes the grounds for depositing securities in connection with the Depositor carrying out the functions of the member of the Board of Directors (the Supervisory Board) of the legal entity.
- 15.6. While submitting the Instruction to deposit the restricted Securities, the Transaction Originator (Depositor, Operator) shall submit to the Depository the documents that evidence compliance with para 15.4 hereof, including confirmation that the person is deemed a Qualified Investor.
- 15.7. The persons who would like to be deemed Qualified Investors shall submit to the Bank the documents, which list and forms are provided in the "Terms and Conditions for Recognizing a Person a Qualified Investor of Bank GPB (JSC)" approved by directive No. 353 dated August 13, 2015, with amendments approved by directive No. 216 dated May 12, 2016. The said terms and conditions, information on the list and the addresses of the Service Locations are published on the Bank official web site; in addition, the information on the list and addresses of the Service Locations is provided at all branches and supplementary offices.
- 15.8. The Depository may withdraw the restricted Securities from the Securities Account of the owner, if:
- the Securities Account of the owner is opened to the person that is a Qualified Investor by virtue of the federal law as evidenced by the constitutional documents and the documents on availability of the appropriate license (if there is a license), or by notarized copies of the said documents;
- securities are disposed of through the broker, which is evidenced, respectively, by the broker report and the notarized copy of the broker license
- securities are disposed of with no involvement of the broker on the grounds stipulated in the regulations of the federal executive body in charge of the securities market and the documents evidencing that are attached;
- 15.9. While submitting the Instruction to withdraw the restricted Securities, the Transaction Originator (Depositor, Operator) shall submit to the Depository the documents that evidence compliance with para 15.8 hereof, including confirmation that the person is deemed a Qualified Investor.
- 15.10. The Depositor shall provide (accept) the restricted securities as a collateral securing the discharge of the obligations only through brokers, other than in cases stipulated in para 15.10.1 and 15.10.2.
- 15.10.1. The Depositor may provide/ accept the restricted Securities with no involvement of the broker if it is a foreign individual or legal entity.
- 15.10.2. The Depositor may provide the restricted Securities as a collateral securing the discharge of the obligations, if the lender in respect of such obligations is the broker that deems the Depositor a Qualified Investor in respect of the securities provided as a collateral.
- 15.11. The Depository shall carry out the intradepository transfers that do not entail purchase/divestment of the restricted Securities without any constraints, in compliance with the procedure stipulated herein.

#### 16. Taxation

- 16.1. In cases stipulated in the Tax Code of the Russian Federation, the Bank shall be deemed the tax agent in respect of cash income payment (transfer) to the Depositors on securities issued by Russian organizations.
  - 16.2. In cases stipulated in the Tax Code, the Bank as the tax agent shall withhold:

- the personal income  $tax^{24}$
- the corporate income tax.
- 16.3. Acting as the tax agent, the Bank shall not withhold any taxes from the amounts transferred in payment of the nominal value of bonds while carrying out custody activities.
- 16.4. The accrued tax amounts shall be transferred by the Bank to the budget of the Russian Federation. The Depositors shall be paid the cash amount specified by the issuers of securities net of the taxes withheld.
- 16.5. Specific features of performing the tax agent functions in course of dividends payment on securities recorded in the Securities Accounts opened in the name of the Russian organizations and foreign organizations that obtained the status of the tax residents of the Russian Federation themselves.
- 16.5.1. The Bank shall apply zero tax rate to the tax base determined on the income received by the Depositors being Russian organizations and Depositors being foreign organizations that obtained the status of the tax residents of the Russian Federation themselves in compliance with the procedure stipulated in para 8 Article 246.2 of the Tax Code of the Russian Federation, in form of dividends, provided that as of the day when the resolution to pay dividends is passed the organization receiving the dividends owns, for at least 365 calendar days, at least a 50-percent stake in equity of the dividends payer or the depository receipts that entitle it to receive the dividends in the amount equal to at least 50 percent of the total amount of dividends paid by the organization.

Zero tax rate shall not be applied in respect of income received by the Depositors being foreign organizations deemed the tax residents of the Russian Federation in compliance with the procedure stipulated in Article 246.2 of the Tax Code of the Russian Federation, other than Depositors being foreign organizations that obtained the status of the tax residents of the Russian Federation themselves in compliance with the procedure stipulated in para 8 Article 246.2 of the Tax Code of the Russian Federation.

- 16.5.2. Zero tax rate shall be applied by the Bank, if the following documents are submitted within five (5) business days after the date when the list of persons entitled to receive dividends is established:
  - Application (Annex 10 hereto);
  - the supporting documents:
    - statements on the personal account(s) in the shareholders (participants) registry system
    - securities account(s) statements
    - purchase (exchange) agreements
- agreements on reorganization in form of merger or amalgamation, resolutions on reorganization in form of demerger, spin-off or restructuring, liquidation (demerger) balance sheets
  - reports on securities issue results
  - transfer acts
  - privatization plans
  - offering circulars
  - resolutions on securities issue
  - resolutions on placement of equity securities
  - certificates of state registration of the organization
  - court judgements
  - charters, articles of association (resolutions on incorporation) or their equivalents
- other documents that contain information on the date(s) of acquisition (receipt) of title to the stake in equity (joint capital (fund)) of the dividends payer or to the depository receipts entitling to receive dividends.

Should the said documents or copies thereof be in a foreign language, they shall be duly legalized and translated into Russian.

16.5.3. If acquisition of title to 50% stake was encumbered with additional circumstances (e.g.,

<sup>&</sup>lt;sup>24</sup> The Bank does not perform the functions of a tax agent for income from securities in case of suspension of transactions upon receipt of documents on the death of the Depositors specified in para 11.4.3.16.2 hereof.

share conversion, reorganization, litigations or cancellation of stock placement resolutions took place), the Depositor shall submit to the Bank the documentary evidence at least fourteen (14) business days before the scheduled date of the general meeting of shareholders.

- 16.5.4. Should the documents submitted be insufficient to confirm the right to apply zero tax rate, the Bank shall withhold the tax on income in form of dividends at the rate stipulated in the Tax Code of the Russian Federation (for Depositors being Russian organizations or foreign organizations that obtained the status of the tax residents of the Russian Federation themselves). In that case, the Depositor entitled to pay tax at zero rate may apply for refund of overdeducted tax to the tax authority at the place of its registration.
- 16.6. Specific features of the tax agent functions execution in case of income payment on Russian issuers securities to the Securities Accounts of the owners opened in the name of foreign legal entities
- 16.6.1. Depositors being foreign organizations operating in the Russian Federation through the permanent establishment shall submit to the Bank the tax registration certificate issued by the Russian tax authorities at least three (3) business days before payment of income on securities.
- 16.6.2. Depositor being foreign organizations that do not operate in the Russian Federation through a permanent establishment and not deemed the tax residents of the Russian Federation in compliance with the procedure stipulated in Article 246.2 of the Tax Code of the Russian Federation may use the tax benefits (tax deduction at lower rates or tax exemption) granted by the double taxation treaties.
- 16.6.3. In order to obtain the tax benefits, the foreign organizations mentioned in para 16.6.2 hereof, shall submit to the Bank every year, prior to the date of first income payment in the respective year legalized (or apostilled) documents (or notarized copies thereof) accompanied by notarized translation into Russian, in form stipulated by the internal legislation of a foreign state and certified by the authorized body of the foreign state, evidencing that the foreign legal entity is domiciled in the state that is a party to a double taxation treaty, for the purposes of applying such treaty.
- 16.6.4. In order to obtain the tax benefits pursuant to the international double taxation treaties, the foreign organizations mentioned in para 16.6.2. hereof shall also submit the documents evidencing their rights to receive income in form of dividends and interest on securities of Russian issuers, as well as absence of the third-party rights to subsequently receive such income (by the customers of the foreign organization), as well as documents that identify the actual income recipients according to the list established by the Bank.

For this purpose, in case of dividends payment, the foreign organization shall submit the following documents within five (5) business days after the date when the list of persons entitled to receive income on securities or coupon income on securities of Russian issuers (at least seven (7) business days before the actual payment date):

- the Statement of confirmation of actual title to the income (in accordance with Annex 14 hereto);
- the documents evidencing purchase of and payment for securities (the agreement (deed, contract), payment documents, Securities Accounts statements);
  - other documents as requested by the Bank.
- 16.7. Specific features of the tax agent functions execution in case of dividend or coupon income payment on securities of Russian issuers to the Securities Accounts opened in the name of individuals
- 16.7.1. The Depositor shall be deemed the tax resident for the purposes of the PIT calculation and deduction at the rate established for tax residents of the Russian Federation, if:
- the place of residence specified in the personal details is the Russian Federation and the ordinary passport of the citizen of the Russian Federation is presented, and such passport has a stamp of registration at the place of residence in the Russian Federation, or the passport of the USSR citizen is presented, and such passport has a stamp of registration at the place of residence in the Russian Federation, or the military ID card is presented and such documents contain information that allows to

make a conclusion that the place of service is in the Russian Federation;

Of

- any other document, different from the documents mentioned in bullet one of this subpara is presented along with supplementary documents evidencing his/ her location in the Russian Federation for at least 183 calendar days within 12 consecutive months prior to the day of income payment. Such documents may be:
- ✓ a copy of the passport or another personal identity document of the individual containing the stamps of the border control authorities verifying that the RF border was crossed (the person entered the RF):
- ✓ the certificate issued by the place of employment in the RF with the timesheet attached (in case of work in the RF);
- ✓ other documents confirming that the individual spent in the Russian Federation 183 calendar days or more.

At the request of the Bank, the Depositor shall submit a Russian tax residency certificate issued by the Federal Tax Service of Russia or its authorized territorial tax authority.

- 16.7.2. Irrespective of actual time spent in the Russian Federation, the Russian military stationed abroad, as well as employees of the government bodies and local authorities seconded to work outside the Russian Federation shall be deemed tax residents of the Russian Federation if documentary evidence is provided.
- 16.7.3. The Depositor shall be deemed a tax non-resident for the purposes of the PIT calculation and deduction at the rate established for tax non-residents of the Russian Federation if he/ she submits the ordinary passport of the citizen of the Russian Federation, and such passport has no stamp of registration at the place of residence in the Russian Federation, or the passport of the USSR citizen, and such passport has no stamp of registration at the place of residence in the Russian Federation, as well as any other document and fails to provide the documents evidencing his/ her stay in the Russian Federation for at least 183 calendar days within 12 consecutive months prior to the day of income payment.
- 16.7.4. In order to determine the tax status of the Depositor that is under 14 (the underaged person), the identification document of the underaged person (the birth certificate) and documents evidencing the actual stay of the underaged in the Russian Federation or outside it shall be submitted, including:
  - ✓ the Tax Status Declaration of the legal representative (f. 3В-Нал);

or

the Customer Questionnaire (individual under 14 (the underaged person)) stating the place of residence in the Russian Federation and the ordinary passport of the citizen of the Russian Federation with a stamp of registration at the place of residence in the Russian Federation, or the passport of the USSR citizen with a stamp of registration at the place of residence in the Russian Federation of the legal representative stating the Russian Federation as the place of residence in the personal details. Other (supplementary) documents shall be submitted if available;

or

- the certificate issued by the administration of the orphanage (other social or rehabilitation institution) containing information on the status of the individual as the foster child and the duration of his/ her stay in the Russian Federation (drawn in the free form).
- 16.7.5. The individual Depositors shall notify the Bank of the change of their tax status within three (3) business days after such change by submitting the Application (f. 3B-Haπ) and documents evidencing that the individual Customer acquired the status of the tax resident (tax non-resident).
- 16.7.6. The individual Depositors shall be liable for the failure to provide to the Bank information on the change of their tax status or providing inaccurate information on their tax status in compliance with the legislation of the Russian Federation.
- 16.7.7. The documents submitted in accordance with this section in order to establish the tax status of the Depositor shall remain effective as of the date of income payment.

- 16.7.8. The provisions of the international taxation treaties on taxation of income on securities payable to the individual Depositors being the residents of foreign states that are parties to such treaties shall be applied in accordance with the provisions of Article 232 of the Tax Code of the Russian Federation.
- 16.7.9. Pursuant to the application of the individual Depositor the Bank shall issue the certificate of income received and tax amounts deducted as of the corresponding taxation period.
- 16.8. Specific features of the tax agent functions execution by the Bank in respect of income (dividends, coupon payments) on securities recorded in the foreign nominee accounts or accounts of foreign custodians, in which name the depository programs Securities Account is opened (hereinafter referred to as foreign organizations acting on behalf of third parties)
- 16.8.1. In case of income payment on securities that are recorded in the Securities Accounts opened in the name of foreign organizations acting on behalf of third parties, the tax amount shall be accrued and deducted by the Bank pursuant to the aggregate information containing the data stipulated in Articles 214.6 and 310.1 of the Tax Code of the Russian Federation.

## 16.8.2. The procedure for disclosing information on Securities Accounts of foreign organizations acting on behalf of third parties

- 16.8.2.1. The aggregate information stipulated in para 16.8.1 hereof shall also be maintained separately by individuals and legal entities, broken down by states where the relevant persons exercising the rights conferred by the securities are tax residents:
- the confirmations that the said data is calculated only for securities owners, and that data on the jurisdictions of the owners is complete and accurate.
- the tax rate specified in accordance with the articles of the Tax Code of the Russian Federation and International Treaties between the Russian Federation and the country of tax jurisdiction of the beneficial owners of income on securities;
- 16.8.2.2. The Bank shall send the Depositor a request to provide tax information by sending the Depositor an electronic document using the system for international financial telecommunications, SWIFT, in form of SWIFT MT564 message (Annex 11 hereto). Should SWIFT channels be unavailable for sending the request to the Depositor, the Bank shall send it as a letter (a scanned image) executed by the authorized person of the Bank. The letter shall be sent to the e-mail address specified by the Depositor.
- 16.8.2.3. The information listed in para 16.8.1 and 16.8.2.1 hereof shall be provided to the Bank in electronic form, using the system of international financial telecommunications, SWIFT, in form of SWIFT MT599 message. The recommended form of SWIFT MT599 message is provided in Annex 12 hereto (the requirements to information disclosed by the Depositor are provided in Annex 13 hereto). SWIFT MT599 message shall be submitted to the Bank within:
- five days after the date when the Depository that performs mandatory depositing of securities discloses information on transferring to its Depositors the payments due to them on securities (in case of securities subject to mandatory depositing);
- seven days after the date when the persons entitled to receive dividends (in case of shares issued by Russian organizations) are identified pursuant to the resolution of the organization.
- 16.8.2.4. Should SWIFT channels be unavailable for aggregate information delivery, the Depositor shall submit it as hardcopy document drawn in form provided in Annex 13 hereto executed by the authorized person(s) of the Depositor and certified with the Depositor seal.
- 16.8.2.5. In case of a dispute, the messages sent by the Parties through SWIFT channels shall prevail.
- 16.8.2.6. For the purposes of reassessment of any tax amount calculated by the Bank the Depositor shall be entitled to submit to the Bank adjusted aggregate information in compliance with the procedure specified in para 16.8.2.3 hereof. The adjusted information received by the Bank from the Depositor does not replace the previously received information and is added incrementally, i.e. proceeding from the adjusted information the Bank shall reduce the quantity of securities, for which no aggregate tax

information was provided. The adjusted information shall be provided by the end of twenty-five (25) days after the Bank pays income to the foreign organization.

16.8.2.7. Should the Depositor fail to provide to the Bank information stipulated in para 16.8.2.1 hereof in compliance with the established procedure, in due form and in due time, in full in respect of income on securities, the Bank shall accrue the tax amount and pay the tax at the tax rate stipulated in Articles 214.6 - 284 of the Tax Code of the Russian Federation.

### 16.8.3. The procedure and the term for information and/or documents delivery pursuant to the requirements of the tax authorities of the Russian Federation

16.8.3.1. Should the information and/ or documents requested by the tax authorities of the Russian Federation for the purposes of auditing correctness of the tax accrual and payment be not available at the Bank, the Bank shall send the Depositor the request to provide such information and/ or documents specifying the grounds for the request, the form of documents delivery (if necessary) and the deadline for submitting information and/ or documents to the Bank.

The Bank shall send the request to the Depositor in a hardcopy letter drawn in free form or by SWIFT MT599 message.

16.8.3.2. Unless otherwise provided for in the request, the Depositor shall send the required information and/ or documents to the Bank in hardcopy document translated into Russian and duly certified.

# 16.9. Specific features of the tax agent functions execution by the Bank in respect of income (dividends, coupon payments) on securities recorded in deposit Securities Accounts opened to a notary or court.

In order to execute the functions of a tax agent when paying income on securities recorded in deposit Securities Accounts, the Bank shall send a request to the Depositors by e-mail (in the form of Annex No. 20 hereto).

Depositors shall submit to the Bank, no later than two (2) business days, from the date of sending the request, information (in the form of Annex No. 21 hereto) on each taxpayer - the actual owner of the securities.

The Bank shall calculate taxes based on the information provided by the Depositors.

# 17. Assisting Depositors in Exercising Rights Conferred by Securities and Receiving Income on Securities. Information Provision for the List of Securities Owners

In order to enable the owners of securities to duly exercise the rights conferred by securities owned, the Depository shall:

- perform all activities stipulated in the depository agreement and required in order to exercise the owner's rights conferred by securities;
- in cases stipulated in the federal laws of the Russian Federation, provide to the issuer or the TPBR all information on Depositors (Customers) and on securities of the Depositors (Customers), including the information required in order to exercise owners' rights: receive income on securities, participate in general meetings of shareholders and other rights;
- in cases stipulated in the legislation of the Russian Federation, provide to Depositors the services associated with cash income receipt on such securities and other cash payments due to the owners of such securities;
- ensure that the owners are able to exercise voting rights at the general meetings of shareholders in compliance with the procedure stipulated in the depository agreement;
- should that be necessary to enable the owners to exercise the rights conferred by the securities, provide to the issuer or registrar coupons and other income-bearing documents that entail payment upon presentation.

### 17.1. Information provision by the Depositor to the Depository in order to prepare the list of owners of securities

17.1.1. The Depositors shall submit, upon request of the Depository substantiated by the corresponding demand of the issuer (the person liable on securities) or the Bank of Russia, information required to prepare the list of securities owners.

The said information shall be submitted by:

- Depositors being nominee holders;
- Depositors being foreign nominee holders;
- Depositors that opened the depository programs Securities Account;
- Depositors, for which the Fiduciary Manager Securities Accounts were opened, including Depositors being fiduciary managers of the rights;
  - Depositors being foreign custodians;
- other Depositors that exercise the rights conferred by the securities on behalf of other persons.
  - 17.1.2. The information required to prepare the list of securities owners shall include:
  - 17.1.2.1. Securities type and category, and information that enables to identify the securities;
  - 17.1.2.2. The information that identifies the issuer (the person liable on securities);
- 17.1.2.3. Information on owners of securities, including information on a foreign organization that is not a legal entity under the legislation of the country where that organization is established, as well as about other persons exercising the rights conferred by securities, and on the persons, on which behalf the said persons exercise the rights conferred by securities. The list of the securities owners shall not include information on the persons, on which behalf the rights conferred by securities are exercised, provided that the person exercising the rights conferred by securities is the management company of the mutual fund or a foreign organization that, pursuant to its personal law, is categorized as a joint investment scheme and/ or the mutual investment schemes, with or without separate legal identity, if the number of participants of such other schemes exceeds 50;
- 17.1.2.4. The information on the persons, which title to securities is recorded in the treasury Securities Account of the issuer (the person liable on securities), the deposit Securities Account, as well as on other accounts stipulated by federal laws, if such persons do not exercise the rights conferred by securities:
- 17.1.2.5. The information identifying the persons and organizations stipulated in para 17.1.2.3 and 17.1.2.4 hereof, and the quantity of securities owned by them;
- 17.1.2.6. The international ID code of the person recording title to securities of the persons and organizations stipulated in para 17.1.2.3 and 17.1.2.4 hereof, including a foreign nominee holder of the securities and a foreign organization authorized to perform recording and transfer of title to securities pursuant to its personal law;
- 17.1.2.7. Information on persons that failed to provide information for preparing the list of securities owners, as well as the quantity of securities, in respect of which such information is not provided.
- 17.1.2.8. Information on the quantity of securities recorded in the unidentified persons accounts.
- 17.1.2.9. The list of securities owners shall not include details of beneficiaries of rights vested by securities if para 17.1.1 hereof contains no requirement to submit such details.
- 17.1.3. Procedure for interaction between the Depositors and the Depository while providing information to prepare the list of securities owners

- 17.1.3.1. The Depository shall notify the Depositors that information shall be provided and of the procedure for submitting information in accordance with para 5.3.1.11–5.3.1.13 hereof.
- 17.1.3.2. In addition to notifying the Depositors in accordance with para 17.1.3.1 hereof, the Depository may send the Depositors a request for information for preparing the list of securities owners.
- 17.1.3.3. The request for information may be sent to the Depositor using one of the following ways:
- an electronic document sent by SWIFT international financial telecommunications system, or SPFS, or
  - an electronic document sent by the NSD electronic workflow system, or
- an electronic document sent by the "Depository-Customer" automated electronic document management system in compliance with para 8.6 hereof; or
- an electronic document sent via the Bank's "Client-Bank" corporate information system in accordance with para 8.7 hereof, or
  - an electronic document sent via any other systems (including email) as provided for herein.
- 17.1.3.4. The method used by the Depository to send the request for information shall be determined by the Depositor by submitting to the Depository the application on the choice of the information delivery system that is drawn in free form and shall include the Depositor SWIFT code (if the Depositor selects electronic document delivery using SWIFT international financial telecommunications system) or the Depositor code in the NSD system if the NSD electronic workflow system is selected.
- 17.1.3.5. The information required to prepare the list of securities owners shall be submitted by the Depositors to the Depository within the term specified in the Depository message in one of the following forms:
  - a hardcopy document executed by the authorized person;
- an electronic document delivered using SWIFT international financial telecommunications system/ SPFS in SWIFT MT599 message format. In that case the information shall include all data required for preparing the list (the Depository code is GAZPRUMM);
- an electronic document sent by the NSD electronic workflow system (the Depository code is MC0009800DEP);
- an electronic document sent by the "Depository-Customer" automated electronic document management system in compliance with para 8.6 hereof; or
- an electronic document sent via the Bank's "Client-Bank" corporate information system in accordance with para 8.7 hereof, or
  - an electronic document sent via any other systems (including email) as provided for herein.
- 17.1.4. If the Depositor does not deliver information in hard copy, the Depositor selects one of the remaining forms of information delivery stipulated in para 17.1.3.5 hereof and notifies the Depository by submitting the application on the choice of the information delivery method in accordance with para 17.1.3.4.
- 17.1.5. The information provided in the list in compliance with the requirements of para 17.1.2 hereof shall be submitted by the Depositor to the Depository in the form stipulated in Annex 5 hereto.
- 17.1.6. If the Depositor Securities Account is used for recording the securities of only one person exercising the rights conferred by securities or only one person, on which behalf the rights conferred by securities are exercised, the Depositors may submit to the Depository an Application drawn in the recommended form (f. 3B-BЛ). In that case, the Depositor is not required to provide any other information stipulated in this para hereof.

The Depository shall incorporate the information, including the information on the person exercising the rights/ the person, on which behalf the rights conferred by securities are exercised, into the data required for preparing the list of securities owners, pursuant to the application (f. 3B-BЛ).

17.1.7. The Application (f. 3B-ВЛ) shall be effective until the Depository receives a new

Application or a written notification revoking the Application.

### 17.2. Services delivery in course of exercising the rights conferred by securities

- 17.2.1. The Depositor exercises the pre-emption right on securities, the right to require retirement, purchase or redemption of securities owned by the Depositor, as well as exercise the voting right by issuing directions (instructions/ Applications) to the Depository in compliance with the procedure stipulated herein.
- 17.2.2. The Depository may unilaterally amend the procedure for the Depositors participation in corporate actions, including the forms of the documents submitted by the Depositor, without amending these Terms and Conditions.
- 17.2.3. The Depository shall notify the Depositors on the amendments made by publishing information at the Bank web site <a href="https://www.gazprombank.ru">www.gazprombank.ru</a>.
- 17.2.4. In order to exercise the rights conferred by securities, the Depository shall provide to the Depositors information and materials in compliance with the procedure stipulated in para 5.3.1.11–5.3.1.13 hereof.
- 17.2.5. Proceeding from the information received from the Depositors, the Depository shall submit to the TPBR the information containing the list of persons exercising the rights conferred by securities, as well as their declaration of intent (if any).
- 17.2.6. Should the securities be subject to depositing to the Securities Account as a result of exercising the rights conferred by securities, the Depository may determine the subaccount for depositing the securities taking into account the data from the Third-Party Books of Record report.

### 17.2.7. The procedure for exercising voting rights at the general meetings of securities owners

- 17.2.7.1. The Depositors may exercise voting rights at the general meeting of securities owners in the following ways:
- by personal participation or participation through its representative in the meetings of securities owners;
- by issuing voting directions (instructions) to the Depository that shall be provided in hard copy in form of the Application for participation in the "General Meeting of Securities Owners" corporate action (f. 3B-Γ $\Pi$ -Φ $\Pi$ /Ю $\Pi$ ) in respect of each Custody Place. The Depositor may submit the Application to the Depository/ Transfer Agent personally.
- 17.2.7.2. If pursuant to the fiduciary management agreement the fiduciary manager is not authorized to exercise voting rights at the general meeting of securities owners, including the general meeting of the shareholders, the general meeting of the investment unit owners, the general meeting of the mortgage participation certificates, the fiduciary manager shall submit to the Depository information on the trustor for preparing the list of persons authorized to participate in the general meeting of securities owners, as well as provide to the Depository the instruction on exercising the voting rights as requested by the trustor drawn in accordance with the form of Application (f. 3B-ΓЛ-КЛ).
- 17.2.8. Services delivery to the Depositors being the nominee holders or foreign nominee holders in course of exercising the rights to participate in the general meeting of securities owners by their customers in form of issuing voting directions (instructions)
- 17.2.8.1. The Depository shall notify the Depositors on the "General Meeting of Securities Owners" corporate action in accordance with para 5.3.1.11–5.3.1.13 hereof.
- 17.2.8.2. In addition to publishing information in accordance with para 17.2.8.1 hereof, the Depository may send to the Depositors the information request using one of the methods stipulated in para 17.1.3.3, which will be determined by the Depositor in compliance with the procedure stipulated in

- para 17.1.3.4 hereof.
- 17.2.8.3. Upon receipt of notification of the "General Meeting of Securities Owners" corporate action, the Depositor shall submit to the Depository the information for preparing the list of persons exercising the rights conferred by securities, including:
- 17.2.8.3.1. The identification details of each of the customers of the Depositor (persons exercising the rights conferred by securities), who own the issuer securities, in particular:
  - the name, the state registration number, the address for legal entities;
- the first name, the last name, the patronymic (if any), details of the personal identity documents, details of the registration at the place of residence for individuals.
  - 17.2.8.3.2. The quantity of securities owned by each person specified in para 17.2.8.3.1 hereof.
- 17.2.8.3.3. Declaration of intent of each person exercising the voting rights (if any declarations of intent are provided).
- 17.2.8.4. The Depositor is entitled not to provide the information according to para 17.2.8.3.1 and para 17.2.8.3.2 hereof only if that is stipulated in the agreement with the person exercising the rights conferred by securities.
- 17.2.8.5. The Depositors shall submit to the Depository information in accordance with para 17.2.8.3 hereof, including in electronic form, prepared by them pursuant to the declarations of intent of the securities owners and other persons that according to the federal legislation or personal law exercise the rights conferred by securities, as well as the documents containing the declarations of intent and received by them from their depositors.
- 17.2.8.6. The information stipulated in para 17.2.8.3 hereof shall be provided by the Depositors within the term specified in the Depository message in one of the forms stipulated in para 17.1.3.5 and taking into account para 17.1.4 hereof.
- 17.2.8.7. The Depositors may provide information stipulated in para 17.2.8.3 hereof in hard copy in accordance with the Application for participation in the "General Meeting of Securities Owners" corporate action (f. 3B- $\Gamma$ Л-КЛ). The application drawn in accordance with f. 3B- $\Gamma$ Л-КЛ shall be submitted separately for each person exercising the voting rights in respect of each Custody Place.
- 17.2.9. The procedure for issuing voting instructions for the general meeting of the shareholders in respect of shares certified by the foreign issuer securities (hereinafter referred to as the depository securities) by Depositors, for which the depository programs Securities Account is opened
- 17.2.9.1. For the purposes of participating in the general meeting of the shareholders, the Depositor may submit to the Depository, taking into account the term specified by the Depository in the notification of the general meeting, the voting document with information on depository securities owners and on other persons exercising the rights conferred by the depository securities attached thereto in form of the list of persons exercising the rights conferred by the depository securities (hereinafter referred to as the "List").

The voting document and the list shall be submitted to the Depository in electronic form using SWIFT international financial telecommunications system in form of SWIFT MT599 message or in hard copy executed by the authorized person of the Depositor.

#### 17.2.9.2. The voting document shall:

- be drawn in free form;
- contain the aggregate results of voting by depository securities owners on each item included in the agenda of the general meeting.

### 17.2.9.3. The list shall contain the following information:

- name, location and mail address of the Depositor;
- name and location of the Russian issuer of the shares, title to which is certified by the depository securities;

- name and location of the Depository (where the depository programs Securities Account is opened);
- name and identification attributes of the depository securities, including the international securities identification number (code) (ISIN) or another identification number (if any);
- type, category, the registration number of the Russian issuer share issue, title to which is certified by depository securities, as well as the quantity of shares of the Russian issuer of the appropriate category, title to which is certified by one depository security;
- information on each person exercising the rights conferred by the depository securities and included in the List:
  - in respect of the individual: first name, last name, patronymic (if any) and his/her address;
- in respect of the Russian legal entity: the full name, the abbreviated name (if any), as well as the international identification code of the legal entity, or the main state registration number and the date of state registration of the legal entity (the date when the entry on the legal entity registered before July 1, 2002, was made in the Unified State Register of Legal Entities), or the address of the legal entity;
- in respect of the foreign legal entity: the name (in the foreign language), and either the international identification code of the legal entity, or the number assigned to the legal entity in the trade register or another register of the state where such legal entity is incorporated, and the date of state registration of the legal entity or assigning the number to the legal entity, or the address of the legal entity;
- in respect of the foreign organization that is not a legal entity in accordance with the law of the state where that organization was established: the name and either its address, or other registration attributes in accordance with the law of the state where that organization is established;
  - the quantity of depository securities owned by the person included in the list;
- the quantity of the Russian issuer shares of the appropriate category, in respect of which the person included in the List issued the direction to vote in a particular way.
- the total quantity of the Russian issuer shares of the appropriate category, title to which is certified by depository securities owned by the persons included in the List. The total quantity of the said shares included in the List shall not exceed the number of votes of the depository securities owners on each item on the agenda of the general meeting specified on the Voting Document.
- the total quantity of the Russian issuer shares of the appropriate category, in respect of which the persons included in the List issued specific voting instructions.
- 17.2.9.4. In the Voting Document, the number of votes cast (pro, contra, abstained) on each agenda item shall not exceed the number of votes conferred by the shares specified in the List, in the 'total quantity of the Russian issuer shares of the appropriate category, in respect of which the persons included in the List issued specific voting instructions' column.
- 17.2.10. Specific features of interaction in course of information delivery by the Depositors being nominee holders, the Depositors being foreign nominee holders for preparing the list of persons exercising the rights conferred by securities
- 17.2.10.1. The Depository shall notify the Depositors on the corporate action in accordance with para 5.3.1.11–5.3.1.13 hereof.
- 17.2.10.2. In addition to publishing information in accordance with para 17.2.10.1 hereof, the Depository may send to the Depositors the information request using one of the methods stipulated in para 17.1.3.3, which will be determined by the Depositor in compliance with the procedure stipulated in para 17.1.3.4 hereof.
- 17.2.10.3. The Depositors shall submit to the Depository information required for preparing the list of persons exercising the rights conferred by securities within the term specified by the Depository and in forms stipulated in para 17.1.3.5 hereof, taking into account the requirements of para 17.1.4 hereof.
- 17.2.10.4. If the customers of the Depositors exercise the pre-emption right on securities, the right to require retirement, purchase or redemption of securities, the Depositors may submit the

Application (f. 3B-КОРП-КЛ) in hard copy, drawn separately for each person exercising the rights conferred by securities in respect of each Custody Place.

The Depositor may revoke the previously submitted Application (f. 3B-КОРП-КЛ).

- 17.2.10.5. The list of persons exercising the rights conferred by securities shall contain the data in accordance with para 17.2.8.3 hereof, including the data on the declaration of intents by persons exercising the rights conferred by securities (if provided).
- 17.2.10.6. The Depositor shall include in the list of persons exercising the rights conferred by securities the information on the total quantity of securities held by persons exercising the rights and the information that the rights exercised are subject to restrictions on disposal of securities (in cases stipulated in the federal laws or regulations of the Bank of Russia).
- 17.2.10.7. If the Securities Account is used for recording the securities of only one person exercising the rights conferred by securities, the Depositors may submit to the Depository an Application drawn in the recommended form (f. 3B-BЛ), stating inter alia information on the person, which title to securities is recorded. While the Application (f. 3B-BЛ) is effective:
- the Depositor is not required to provide information in accordance with para 17.2.8.3 17.2.8.6 hereof;
- should the customers of the Depositors provide the directions (instructions) on the customers intent, the Depositor shall submit Applications (f. 3B-KOP $\Pi$ -K $\Pi$ , f. 3B- $\Gamma$  $\Pi$ -K $\Pi$ ) in compliance with the procedure stipulated herein;
- the Depository shall, inter alia, include data on the person exercising the rights conferred by securities, in the information required to prepare the list of persons exercising the rights in accordance with the application (f. 3B-BJ).

The Application (f. 3B-ВЛ) shall be effective until the Depository receives a new Application or a written notification revoking the Application.

17.2.10.8. Should the Depositor being the nominee holder or the foreign nominee holder fail to provide the information on the person exercising the rights conferred by securities, stipulated in the FZ "On Securities Market," or should such information be submitted in violation of the term specified in the FZ "On Securities Market," the person exercising the rights conferred by securities shall not be included in the list of persons exercising the rights conferred by securities.

The person exercising the rights conferred by securities may not require the issuer (the person liable on securities) to perform on the securities, including securities retirement or redemption, or dispute the resolutions of the meetings of securities owners, unless due performance shall be carried out in favor of the persons included in the list of persons exercising the rights conferred by securities in cases stipulated in the federal law.

- 17.2.10.9. The Depository notified of the declaration of intents of the persons exercising the rights conferred by securities by the Depositors being nominee holders or foreign nominee holders shall transfer the securities on the Securities Accounts of the Depositors, pursuant to the stated declaration, to the subaccount designated for recording securities blocked in course of corporate actions, if in compliance with the federal legislation or regulations of the Bank of Russia exercising the rights conferred by securities is subject to restrictions on disposal of securities.
- 17.2.10.10. Acting on the grounds stipulated in the federal laws or regulations of the Bank of Russia, the Depository shall withdraw securities from the subaccount designated for recording securities blocked in course of corporate actions pursuant to the Service Instruction and in accordance with the reports from the TPBR.
- 17.2.11. Specific features of the transactions performed if the Depositors exercise the pre-emption right on securities, the right to require retirement, purchase or redemption of securities
- 17.2.11.1. The Depositor shall submit to the Depository the Application (f. 3B-ΚΟΡΠ) (in respect of each Custody Place) for participation in corporate actions (exercising the pre-emption right on securities, the right to require retirement, purchase or redemption of securities), as well as for

revoking the previously submitted Application for participation in corporate actions (should such revocation be stipulated in the terms and conditions of the corporate action).

- 17.2.11.2. The Depositor may submit the Application (f. 3B-KOPΠ) in one of the forms stipulated in para 17.1.3.5 taking into account the provisions of para 17.1.4 hereof.
- 17.2.11.3. The Depositor (representative of the Depositor) may submit the hardcopy Application (f. 3B-KOPΠ) to the Depository/ the Transfer Agent. The Representative of the Depositor shall in addition submit the document evidencing its powers drawn in compliance with the requirements of the legislation of the Russian Federation.
- 17.2.11.4. The Depositor shall submit to the Depository the Application (f. 3B-KOP $\Pi$ ) by the deadline specified in the Depository messages on corporate actions.
- 17.2.11.5. The Depository shall provide to the TPBR the information on the declaration of intent of the Depositors in compliance with the procedure stipulated in the securities legislation.
- 17.2.11.6. The Depositor on the basis of the Application (f. 3B-KOP $\Pi$ ) for participation in the corporate action shall perform<sup>^</sup>
- opening and closing of the subaccount designated for recording the securities blocked during corporate actions,
- deposit securities to the said securities account subaccount/ withdraw securities from the said securities account subaccount, if the restriction on transactions with securities is stipulated in the conditions of the corporate action.
- 17.2.11.7. The gounds for performing other Custody Transactions required for the exercise of the rights vested by securities based on Applications shall be TPBR reports and Service Instructions.
- 17.2.11.8. The Depository shall issue the Depositor the report on Custody Transactions performed for the purposes of exercising the rights on securities.
- 17.2.11.9. The Depository may reject to accept the Depositor's Application (f. 3B-ΚΟΡΠ), should the securities, in respect of which the Depositor submits the Application (f. 3B-ΚΟΡΠ), be recorded in the "Brokerage" or "Trading" subaccounts of the Brokerage Customer Securities Account and be blocked for clearing on previous transactions under the brokerage services agreement concluded with the Bank (the securities portfolio is subject to commitments).
- 17.2.11.10. The Depository shall be entitled to credit securities received as a result of participation in a corporate action to Securities account sections determined by the Depository at its own discretion, unless otherwise provided by these Terms and Conditions.

### 17.2.12. Specific features of exercising the pre-emption right on securities (Article 40, Article 41 of the FZ "On Joint Stock Companies")

- 17.2.12.1. The Depositor is entitled to submit to the Depository the Application (f. 3B-KOPII) for participation in the corporate action/ for revoking the previously submitted Application, should that be provided for in the terms and conditions of the corporate action.
- 17.2.12.2. Should the share placement price be disclosed, the documents evidencing payment for the securities purchased shall be attached to the Application (f. 3B ΚΟΡΠ).
- 17.2.12.3. The Application (f. 3B-KOPII) for participation in the corporate action/ for revoking the previously submitted Application shall be deemed received by the issuer or the person liable on securities on the date of receipt thereof by the registrar.
- 17.2.12.4. Pursuant to the report of TPBR and Service Instruction, the Depository shall deposit (perform the securities acceptance for record-keeping transaction) the purchased securities to the securities accounts of the Depositors by the business day following the day when the TPBR report on depositing the corresponding securities to the nominee account opened for the Depository is received.
- 17.2.13. Specific features of the placed shares purchase by the company (Article 72 of the FZ "On Joint Stock Companies"), shares buy-out by the company pursuant to the requirement of the shareholders (Article 75, Article 76 of the FZ "On Joint Stock Companies")
- 17.2.13.1. Pursuant to the resolution on the corporate action passed by the general meeting of the shareholders, the Depositor may submit to the Depository the Application (f. 3B-ΚΟΡΠ) containing

the declaration of intent for participation in "Purchase of placed shares by the company" or "Shares buyout by the company pursuant to the requirement of the shareholders" corporate actions.

- 17.2.13.2. The Depositor may revoke the buy-out requirement pursuant to the Application (f. 3B-KOPII) if such revocation is stipulated in the terms and conditions of that corporate action. The buy-out requirement may be revoked only in respect of all shares claimed for buy-out.
- 17.2.13.3. The share buy-out requirement (the Application for participation in the corporate action) shall be deemed received and presented to the company on the day when the Application (the declaration of intent of such person) is received by the registrar.
- 17.2.13.4. In order to enable the Depositor to participate in the corporate action, the Depository shall, pursuant to the Application (3B-KOPΠ), make the entry to the securities account on restriction of transactions with securities by transferring securities specified in the Application (f. 3B-KOPΠ) to the subaccount of the Securities Account designated for recording the securities blocked for corporate actions.
- 17.2.13.5. Should equity rights conferred by securities be exercised, the Depository shall transfer securities from the subaccount of the Securities Account designated for recording securities blocked in course of corporate actions and simultaneously withdraw securities (withdraw securities from record-keeping) pursuant to the report of the TPBR and Service Instruction.
- 17.2.13.6. The Depository shall pay the Depositors the monies to bank accounts, which details are available to the Depository in compliance with the procedure and within the term stipulated in the legislation of the Russian Federation.
- 17.2.13.7. Should the securities be not bought out, the Depository shall, pursuant to the TPBR report and Service Instruction, make an entry on releasing the restrictions on disposal of securities by transferring securities from the subaccount of the Securities Account designated for recording securities blocked in course of corporate actions to the subaccount of the Securities Account designated for recording free securities by the next business day upon receipt of the TPBR confirmation that securities are unblocked on the Depository nominee account.
- 17.2.13.8. The Depository may reject to accept the Depositor's Application (f. 3B-КОРП), should the securities, in respect of which the Depositor submits the Application (f. 3B-КОРП), be recorded in the "Brokerage" or "Trading" subaccounts of the Brokerage Customer Securities Account and be blocked for clearing on previous transactions under the brokerage services agreement concluded with the Bank (the securities portfolio is subject to commitments).
- 17.2.14. Specific features of exercising the voluntary offer to acquire over 30 percent of the public joint stock company shares (Article 84.1 of the FZ "On Joint Stock Companies"), the mandatory offer to acquire public joint stock company shares, as well as other equity securities converted into the public joint stock company shares (Article 84.2 of the FZ "On Joint Stock Companies")
- 17.2.14.1. The Depositors, to which the voluntary or mandatory offer is addressed, may submit the Application for participation in the "Voluntary offer to acquire over 30 percent of the public joint stock company shares" or "Mandatory offer to acquire public joint stock company shares, as well as other equity securities converted into the public joint stock company shares" corporate action (f. 3B-ΚΟΡΠ). The Depositor may submit and/ or revoke the Application for participation in corporate actions (f. 3B-ΚΟΡΠ) within the term specified by the Depository in the notification on such corporate action.
- 17.2.14.2. All acceptances of voluntary or mandatory sales offers delivered before the acceptance deadline shall be deemed received by the persons that sent the voluntary or mandatory offer on the date of the deadline. For the purposes of the Depositor participation in the corporate actions, the Depository, acting in compliance with the application for participation in "Voluntary offer to acquire over 30 percent of the public joint stock company shares" or "Mandatory offer to acquire public joint stock company shares, as well as other equity securities converted into the public joint stock company shares" (f. 3B-KOPII), shall make the entry to the securities account on restricting the transactions by transferring the securities specified in the Application (f. 3B-KOPII) to the subaccount of the securities account designated for recording the securities blocked for corporate actions.

- 17.2.14.3. Should the corporate rights conferred by securities be exercised, the Depository shall under TPBR report and Service Instruction make the entry on releasing the restrictions on the subaccount of the securities account designated for recording the securities blocked for corporate actions and simultaneously withdraw the securities.
- 17.2.14.4. The Depository shall pay the monies to the Depositors to the bank accounts, which details are available to the Depository in compliance with the procedure and within the terms stipulated in the legislation of the Russian Federation.
- 17.2.14.5. Should securities be not acquired, the Depository shall, pursuant to the Service Instruction enter information on releasing the restrictions on the subaccount of the securities account designated for recording the securities blocked for corporate actions by transferring the securities across the subaccounts of the securities account by the next business day following the date when the confirmation on unblocking the securities on the nominee account of the Depository is received from the TPBR.
- 17.2.14.6. The Depository may reject to accept the Depositor's Application (f. 3B-КОРП), should the securities, in respect of which the Depositor submits the Application (f. 3B-КОРП), be recorded in the "Brokerage" or "Trading" subaccounts of the Brokerage Customer Securities Account and be blocked for clearing on previous transactions under the brokerage services agreement concluded with the Bank (the securities portfolio is subject to commitments).
- 17.2.15. Specific features of the public joint stock company securities buy-out required by the person that acquired over 95 of the public joint stock company shares (Article 84.8 of the FZ "On Joint Stock Companies")
- 17.2.15.1. Pursuant to the report of the TPBR and the Service Instruction, the Depository shall make the entry on imposing/ releasing the restriction on disposal of securities to be bought out by transferring the securities to/ from the subaccount of the securities account designated for recording the securities blocked for corporate actions.
- 17.2.15.2. The entry shall be made as of the end of the transaction day on the date when the owners of the securities to be bought out are identified (recorded).
- 17.2.15.3. The Depository shall pay the monies to the Depositors to the bank accounts, which details are available to the Depository in compliance with the procedure and within the terms stipulated in the legislation of the Russian Federation.
- 17.2.15.4. Should the securities account be subject to a restriction due to the seizure, the securities shall be withdrawn from record-keeping after the seizure is lifted pursuant to the Service Instruction of the Depository. The pledge/ encumbrance shall be released pursuant to the Service Instruction of the Depository when the securities that are bought out and that were the subject of pledge or another encumbrance are withdrawn from record-keeping.
- 17.2.15.5. The Depositor who is a redeeming or affiliate person shall, in order to not participate in the redemption, submit to the Depository an Application (f. 3B-H-BЫКУП), on the basis of which the Bank shall transmit to the TPBR<sup>25</sup> information on persons not participating in the corporate action.
- 17.2.15.6. In the absence of the Application (f. 3B-H-ВЫКУП) or in case of the Depository's / TPBR's rejection to accept the Application, the Depository shall make an entry on the blocking of securities on the Securities Account of the Depositor.
- 17.2.16. The specific features of the Depository assistance in exercising certain corporate rights with regard to foreign securities are described in Annex15 hereto.
- 17.2.17. Unless it contradicts the legislation of the Russian Federation or the rules of the TPBR, the Depository may render assistance in exercising other rights conferred by securities that are not stipulated in para 17 hereof.
- 17.2.17.1. In that case, the Depositor may submit to the Depository an Application (according to f. 3B-КОРП/ f. 3B-КОРП-КЛ, or an Application agreed with the Depository and drawn

Bank GPB (JSC) Depository Terms and Conditions

<sup>&</sup>lt;sup>25</sup> If the Customer submits the application beforehand, taking into account the period as necessary to the Bank to send the application to the TPBR in order to compose the list of securities subject to redemption.

in free form).

- 17.2.17.2. The Depository may reject the Depositor to receive the Application if the securities, in respect of which the Depositor submits the Application, are recorded in the "Broker" or "Trade" subaccount of the Brokerage Customer Securities Account and are blocked for settlements on previous transactions under the brokerage services agreement with the Bank (the securities portfolio is subject to commitments).
- 17.2.17.3. If the terms of a corporate action stipulate a restriction on securities transactions, the Depository may, under the Customer's Application:
  - open / close subaccounts to register securities blocked during corporate actions,
- credit securities to such subaccount of Securities Account / debit securities from such subaccount of Securities Account;

The Depository shall be entitled to conduct other transactions as required for the exercise of the rights vested by securities in the Depositors, based on reports received from the TPBR as well the Service Instruction.

### 17.3. Specific features of rendering assistance in receiving income on securities

Assistance in receiving income on securities consists of the Bank actions aimed at securing the property rights of securities owners and including receipt of the income due to the Depositors by the Bank from the issuer, the payment agent or the upline depository, in particular, in case of securities redemption, for subsequent transfer of the monies to the Depositors or persons entitled to receive such income in compliance with the legislation of the Russian Federation.

- 17.3.1. The Bank shall perform the following activities in course of income payment on securities:
- receive the income on securities due to the Depositors of the Depository at the correspondent account of the Bank from the issuer, the payment agent or the correspondent depository;
- transfer income and other payments on securities to the Depositors or persons entitled to receive such income in compliance with the legislation of the Russian Federation by transferring the monies to the accounts at Russian and foreign banks.
- 17.3.2. In course of dividend payment on shares, as well as other cash income payment and other cash payments on bonds, the Depository shall transfer to the Depositors payments on securities within the terms stipulated in the legislation of the Russian Federation, pro rata to the quantity of securities recorded on their Securities Accounts as of the end of the transaction day to be determined in accordance with the FZ "On the Securities Market."
- 17.3.3. The Depository shall transfer the income on securities to the bank account details kept in the Depository's Books of Record at the start of the transaction day as of the date of list of persons exercising right vested by securities.

The Depository may transfer the income on securities to the bank account details kept in the Depository's Books of Record no later than the date of income payment to the Depositors' bank accounts.

- 17.3.4. The Depository shall cease, from the date following the date the Bank of Russia discloses its decision to revoke a depository license, the crediting of securities to the Securities Account of the organization (in respect of which the decision is made to revoke the depository license) and the transfer of payments on such securities, except for crediting securities to the Securities Account of such organization in connection with the exercise of depositors' rights in securities.
- 17.3.5. The specifics of payments for securities owned by Brokerage Customers who have entered into a brokerage services agreement with the Bank (hereinafter, the BS Brokerage Customers) and Brokerage Customers who have entered into a brokerage services agreement with the Bank with opening and maintaining an individual investment account (hereinafter, IIA Agreement and IIA Brokerage Customers, respectively)
- 17.3.5.1.In order to indicate the method of payments under securities held on the corresponding Securities Account, the BS Brokerage Customer shall submit to the Bank the banking details questionnaire (f. AK-БР-БО).

IIA Brokerage Customers who entered into IIA Agreements on or before 31 December 2023

(except IIA Agreements, which IIA Brokerage Customers requested to be treated as IIA Agreements opened after 1 January 2024 by making an application to the Bank – from the time of the relevant application submission), and IIA Brokerage Customers who entered into IIA Agreements on or after 1 January 2024 for the purpose of transferring assets recorded on an individual investment account opened with another professional securities market participant, the agreement with whom was made on or before 31 December 2023, shall have the right to choose the method of payments under securities held on the corresponding Securities Account, by submitting the banking details questionnaire (f. AK-БР-БО-ИИС) to the Bank.

IIA Brokerage Customers who entered into IIA Agreements on or after 1 January 2024 (except when the IIA Agreement was made for the purpose of transferring assets recorded on an individual investment account opened with another professional securities market participant, the agreement with whom was made on or before 31 December 2023), and IIA Brokerage Customers who entered into IIA Agreements before 31 December 2023 and applied to the Bank with a request to treat them as IIA Agreements opened after 1 January 2024 (from the time of the relevant application submission) shall receive income and payments in respect of securities recorded under the IIA Agreement to the Personal (Brokerage) Account only. In this case the customer does not need to submit the banking details questionnaire (f. AK-БР-БО-ИИС).

17.3.5.2. The Depositor's choice, in any of the banking details questionnaires mentioned in para 17.3.5.1 hereof, of a payment method under securities, which provides for transfer of interest income, coupon yield and dividend to a bank account and transfer of other payments to a Personal (Brokerage) Account (hereinafter, the payment segregation method), shall mean the consent and direct direction of the Depositor to the Bank to transfer, in the relevant currency and to the above bank account, interest income, coupon yield and dividend due on securities held on all Securities Accounts of such Depositor, including those opened outside the framework of the brokerage services agreement concluded with the Bank (except as specified in the third paragraph of para 17.3.5.1).

If, for the purposes of payment segregation method, the Depositor indicates different bank account details for payments in the same currency (in the newly submitted banking details questionnaire and in the form previously submitted to the Bank), the bank account details indicated in the form last processed by the Bank shall be considered relevant.

17.3.5.3. The Depositor shall indicate the payment method for securities in the banking details questionnaire f. AK-БР-БО/f. AK-БР-БО-ИИС when the Securities Account is opened or personal details are modified in accordance with these Terms and Conditions (except as specified in the third paragraph of para 17.3.5.1).

17.3.5.4. In case:

- the Depositor fails to submit the banking details questionnaire f. AK-БР-БО/f. AK-БР-БО-ИИС (including that for the relevant currency);
- or payment segregation method is specified in any one of two banking details questionnaires f. AK-БР-БО/f. AK-БР-БО-ИИС and another payment method is chosen in any other of such questionnaires, notwithstanding the sequence of submission of f. AK-БР-БО/f.AK-БР-БО-ИИС;
- or bank details specified in the banking details questionnaires f. AK-БР-БО/f. AK-БР-БО-ИИС are incorrect,

the Bank may, at its discretion, transfer payments on securities (subject to the provisions of para 17.3.5.2 hereof) to the Depositor's Personal (Brokerage) Account and/or to the bank account details available at the Depository, including the details indicated by the Depositor earlier in the banking details questionnaire (f. AK-BP).

17.3.5.5. In order to change the method of income payment, the documents specified in para 10.8.2 hereof, shall be submitted to the Bank.

17.3.5.6. In order to transfer coupon yields on bonds<sup>26</sup> to the Personal Account, Brokerage

<sup>&</sup>lt;sup>26</sup> Subordinated bonds of the Bank placed/to be placed on PJSC Moscow Exchange and denominated in foreign currency, with the currency of settlement upon purchase, coupon yield payment and redemption in rubles (hereinafter referred to as the Bonds).

Customers shall be entitled to submit an Application under f. 3B-КУП. However, in relation to all other payments on securities, the transfer procedure provided for in para 17.3.5.1 and 17.3.5.2 hereof shall apply.

In order to refuse to transfer amounts on Bonds to the Personal Account, the Brokerage Customer shall submit an Application under f. 3B-КУП, after which the Bank shall transfer coupon yields on Bonds in the manner and according to the details specified in the form of bank details f.AK-БР-БО/ f. AK-БР-БО-ИИС.

- 17.3.5.7. In the case provided for in para 10.1.12 hereof, all payments on securities shall be credited to the account specified by the Customer when selecting investment products online through the Home Banking System.
- 17.3.5.8. After termination of the brokerage agreement with the Bank, the Personal (Brokerage) Account shall not be used to transfer cash payments to such account. In this case, all payments on the securities held in the corresponding Securities Account shall be transferred by the Bank to the bank account details indicated in the banking details questionnaire f. AK-БР-БО/f. AK-БР-БО-ИИС for the payments separation method or, if the Depositor has not selected such payment method, to other details of the Depositor's bank account available to the Depository.
- If, at the time of termination of the brokerage agreement with the Bank, no Depositor's bank account details are available to the Depository, the Depositor shall provide the Depository with the banking details questionnaire f. AK-BP indicating the bank account details whereto cash payments, including interest, coupon yield and dividend on securities, shall be transferred.
- 17.3.6. Should the individual Depositor fail to provide the bank account details, or should the monies be returned to the correspondent account of the Bank due to the incorrect bank account details specified (erroneous, obsolete) or for any other reasons, the Bank may credit the monies to the on-call account/ the current personal account/ the bank card account opened at the Bank in the name of the Depositor by the time of income payment on securities, or to any other Depositor's account with any other bank the Bank is aware of.
- 17.3.7. The monies due to the Depositor that failed to specify the method for income receipt or that specified incorrect bank account details, which resulted in the monies return to the correspondent account of the Bank in case if they were not credited to the Bank account shall be kept at the Bank during the term specified in the legislation of the Russian Federation.
- 17.3.8. The Depositor/ the heir of the Depositor may submit to the Depository an application drawn in free form on payment of unclaimed dividends, which were returned to the issuer, within three years after the resolution to pay the dividends was passed, unless a longer term for such application is stipulated in the Articles of Association of the company.

The application of the Depositor/ the heir of the Depositor shall include the passport details, the address, the phone number and up-to-date bank account details for income transfer on securities. The heir of the Depositor shall attach to the application the documents that certify the heir's rights to receive income on securities (certificate of right to inheritance by operation of law/ certificate of inheritance under will, as well as the certificate of the property right of surviving spouse, the agreement on distribution of inherited property, the court judgement, other documents, if any).

The Bank shall accept the Depositor's application for consideration provided that the Depositor identification details in the Depository books of record are up-to-date.

Within two (2) months upon acceptance of the application, the Depository shall initiate the claim to the issuer of securities requiring transfer of the returned (unclaimed) dividends.

- 17.3.9. Upon return of unpaid dividends in accordance with FL "On Joint Stock Companies" the Depository shall be entitled to provide the issuer/payment agent of the issuer with information on the Depositor and payment amount due to it on the issuer's securities.
- 17.3.10. If amount of dividends declared by the issuer or another income on securities contains portions of the minimal monetary unit of the relevant currency, amounts of such income due to each Depositor shall be calculated and paid rounded up to the minimal monetary unit of the relevant payment currency and based on the total amount received by the Bank from the issuer/payment agent of the issuer/TPBR.

- 17.3.11. The Bank shall not be liable to the Depositor for:
- the Depositor failing to receive/ late receipt of income on securities in case of late submission and/ or specifying incorrect bank account details for monies transfer by the Depositor;
- the discrepancy between the amount of income received and the amount of income due, if such discrepancy is caused by the acts of the issuer, the payment agent of the issuer or the correspondent depository, or the effective tariffs of the correspondent banks;
- the failure to receive the income due/ delay in receiving such income caused by the third-party acts.

### 18. Ancillary Services

- 18.1. In compliance with the agreement with the Customer (Depositor), the Depository may provide it the ancillary services, including:
- act on behalf of the owner at the general meetings of shareholders pursuant to the Instruction;
- provide to the Customers (Depositors) information on securities declared invalid and/ or stolen, included in the wanted file or included in the stop lists by the issuers, law enforcement agencies or securities market regulatory bodies for other reasons;
  - track corporate actions of the issuer, notify the Customer (Depositor);
- provide to the Customers (Depositors) data on issuers available to the Depository, including information on the status of the issuer;
- provide other services associated with maintaining the Depositors Securities Accounts and rendering assistance in exercising rights conferred by the securities unless such services are prohibited by the federal laws and other regulations.
- 18.2. The Depository may register NFFI, including in cases of crediting / debiting NFFI in corporate actions, in the manner similar to the custody services. The Depository may not conduct transactions for the transfer of rights to NFFI, transactions to encumber NFFI with obligations upon instructions from Customers, and other inventory transactions, except global transactions and transactions related to acceptance/withdrawal of NFFI for/from record-keeping for the purposes of their transfer to the accounts opened by Customers and/or other persons with foreign organizations that register the rights to such financial instruments.

The specifics of the services related to NFFI are determined by Annex 16 hereto.

- 18.3. The Depository may submit copies of the documents from the Depository archive pursuant to the written request drawn in free form by the Customer or its representative acting in compliance with the power of attorney. The Authorized Person may initiate delivery of the copies of the documents in accordance with its powers and during the term of its appointment the Authorized Person of the Securities Account/ Securities Subaccount.
- 18.4. The Depository may reject to provide copies of the documents to the Customer without disclosing the reason for that.

Annex 1 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

# Forms of Instructions and Other Documents Submitted by Customers to the Depository

Item No.	Form name	
1.	Banking details questionnaire	АК-БР/ АК-БР-БО/
		АК-БР-БО- ИИС
2.	Application to conclude a depository agreement (for individuals, individual entrepreneurs, private practitioners)	ЗВ-ФЛ
3.	Application to conclude a depository agreement (for legal entities, including credit institutions)	3В-ЮЛ
4.	Power of attorney (for individuals) to appoint Securities Account Operator / Securities Subaccount Operator	ДВ-01-ФЛ
5.	Power of attorney (for legal entities) to appoint Securities Account Operator / Securities Subaccount Operator	ДВ-01-ЮЛ
6.	Power of attorney (for individuals) to appoint Securities Account Agent / Securities Subaccount Agent	ДВ-02-ФЛ
7.	Power of attorney (for legal entities) to appoint Securities Account Agent / Securities Subaccount Agent	ДВ-02-ЮЛ
8.	Power of attorney	ДВ-04
9.	Recommended form of power of attorney	ДВ-05
10.	Instructions to perform administrative transactions	ПР-01
11.	Instruction to transfer securities	ПР-02
12.	Counter instruction	ПР-02.В
13.	Instruction to transfer pledged securities	ПР-02.1
14.	Instructions to perform information transactions	ПР-03
15.	Instruction to accept securities for record-keeping	ПР-04.П
16.	Instruction to withdraw securities from record-keeping	ПР-04.С
17.	Instruction to accept pledged securities for record-keeping	ПР-04.1
18.	Instruction to withdraw pledged securities from record-keeping	ПР-04.2
19.	Pledge order	ПР-05
20.	Pledge order	ПР-05.1
21.	Pledge order	ПР-06
22.	Pledge order	ПР-06.1
23.	Pledge order	ПР-06.2
24.	List of securities	ПР-ПРИЛ
25.	List of employees authorized to transfer and accept documents at the depository	ФР-01

Item No.	Form name	
	Application to accept a securities issue / foreign financial instrument for depository services	3B-01
	Application to open a subaccount of the trade nominee account of Bank GPB (JSC) with NSD	3B-03
28.	Customer tax status statement	ЗВ-Нал
29.	Cover letter	СОП-ЮЛ/ СОП-ЮЛ.Н.
30.	Sample signature and seal imprint card	KT
	Application to determine the combination of signatures of the individuals authorized to sign depository documents and specified in the card with samples of signatures and seal imprint	ЗВ-Кар
32.	Statement of the individual in whose interests the securities rights are exercised and (or) who exercises the securities rights	ЗВ-ВЛ
	Application for taking part in the corporate action "General meeting of securities holders" (expression of will)	3В-ГЛ-ФЛ/ЮЛ
	Application for taking part in the corporate action "General meeting of securities holders" by nominee holders, foreign nominee holders, foreign custodians	ЗВ-ГЛ-КЛ
	Application for taking part in the corporate action / revocation of the submitted application of the clients of nominee holders, foreign nominee holders	ЗВ-КОРП-КЛ
36.	Application for taking part in the corporate action / revocation of the submitted application	ЗВ-КОРП
	Statement of the repurchaser and its affiliates that do not take part in the corporate action (buy back)	3В-Н-ВЫКУП
	Application to report the fact of imposing a seizure / lifting a seizure of nominee accounts and foreign nominee accounts	3B-AP
	Application of an individual for provision of additional information	зв-доп
10.	Depositor's Application for Changes to the Personal Details Provided in the Questionnaire/Bank Details	ЗВ-РЕК
	Application for using the interbank communication and payment system for documents exchange (Society for Worldwide Interbank Financial Telecommunication, SWIFT)	3B- SWIFT
42.	Application for using the Financial Messaging System of the Bank of Russia (SPFS) for documents exchange	ЗВ-СПФС
43.	Application	ЗВ-КУП

BANKING DE	TAILS QUESTIONNAIRE
Last, first and patronymic name / Depositor name	
	TIN
Securities account	Open with Depository
For individuals:	No
Tot Individuals.	
identification document series	number issued
date of birth	place of birth
INCOME GAIN METHOD	
INCOME PAYMENT CURRENCY	Rubles other currency (specify)
1 RUSSIAN BANK	V-F7,
-	
BANK BIC	
BANK'S CORRESPONDENT ACCOUNT	
BANK NAME	
NAME OF BRANCH / DIVISION (if any) SETTLEMENT ACCOUNT NUMBER (if any)	
BANK (CURRENT) ACCOUNT NUMBER / DEPOS	Т
ACCOUNT / BANK CARD ACCOUNT bank account number must contain 20 digits given t	hat there is no sattlement account
- Dank account number must contain 20 digits given t	nat there is no settlement account
2 FOREIGN BANK	
NAME OF THE RUSSIAN INTERMEDIARY BANK	
RUSSIAN INTERMEDIARY BANK BIC	
NUMBER OF THE RUSSIAN INTERMEDIARY BAN ACCOUNT	IK'S CORRESPONDENT
NAME OF THE FOREIGN BENEFICIARY BANK	
NUMBER OF THE FOREIGN BENEFICIARY BANK	
ACCOUNT WITH THE RUSSIAN INTERMEDIARY NAME AND BRANCH / DIVISION NUMBER OF TH	
any)	,
ACCOUNT NUMBER OF THE FOREIGN BANK BE	
THE BENEFICIARY BANK (if branch / division is in NUMBER OF THE CUSTOMER ACCOUNT OF DE	
Additional information	
-	
Transaction initiator (apart from Depositor)	Legal representative Attorney-in-fact
Name / last, first and patronymic name of the transaction initiator	
Passport / OGRN / Other Series	No.
Power of Attorney No	dated
Signature	Date ofcompletion
	completion
	nent acceptance at service location No
Registra	tion No
date last name, initials signature	

### **Banking Details Questionnaire**

for customers who have made a brokerage service agreement with Bank GPB (JSC) (further referred to as the Agreement)

Last, first and patronymic name / Depositor name   Identification document (for individuals)   Series:   Number:   Registration documents (for legal entities)   Number of the brokerage service agreement						
Identification document (for individuals)   Series:   Number:			/ Depositor			
Registration documents (for legal entities) Number of the brokerage service agreement  Select one of the methods to transfer money and specify details for securities-related payments  Method 1. I hereby request to forward all securities-related amounts to the customer (brokerage) account opened under the Agreement in the relevant currency.  Method 2. I hereby request to transfer interest yield, coupon yield and/or dividends and other cash as follows:  • Transfer interest, coupon payments and dividends on securities that are recorded on all my securities accounts to the bank account specified in this questionnaire.  • Transfer other cash to the customer (brokerage) account opened under the Agreement in the relevant currency.  Method 3. I hereby request to forward all the transferred securities-related amounts in the securities account to the bank account specified in this questionnaire.  DETAILS FOR SECURITIES-RELATED PAYMENTS  Customer (brokerage) account  RUB  Bank BIC  Account No.  Card number <sup>24</sup> Foreign currency:  Account No.  Name of the boneficiary bank  Intermediary bank  Name of the beneficiary bank  Intermediary bank SWIFT BIC  Beneficiary bank's correspondent account with the intermediary bank SWIFT Transaction Initiator (apout from Depocitor)  Legal regressentative Attended Attorney-in-fact  Name (last, first and patronymic name of the Transaction Initiator (apout from Depocitor)  Legal regressentative Attorney-in-fact  Official remarks regarding document acceptance at service location No.  Registration No.  Depositor / Representative signature  Date of completion			ividuals)	Serie	es: Number:	
Number of the brokerage service agreement						
Method 1. I hereby request to forward all securities-related amounts to the customer (brokerage) account opened under the Agreement in the relevant currency.  Method 2. I hereby request to transfer interest yield, coupon yield and/or dividends and other cash as follows:  • Transfer interest, coupon payments and dividends on securities that are recorded on all my securities accounts to the bank account specified in this questionnaire.  • Transfer other cash to the customer (brokerage) account opened under the Agreement in the relevant currency.  Method 3. I hereby request to forward all the transferred securities-related amounts in the securities account to the bank account specified in this questionnaire.  DETAILS FOR SECURITIES-RELATED PAYMENTS  Customer (brokerage) account EURO  BANKING DETAILS  Currency: RUB  Bank BIC  Account No.  Card number 34  Foreign currency:  name name  Account No.  Name of the beneficiary bank  Beneficiary bank SWIFT BIC  Beneficiary bank SWIFT BIC  Beneficiary bank SWIFT  Transaction Initiator (aport from Depositor) Legal representative Attorney-in-fact  Name of the untermediary bank  Intermediary bank SWIFT  Transaction Initiator (aport from Depositor) Attorney in-fact  Name of Attorney No.  Depositor / Representative signature  Date of completion  Official remarks regarding document acceptance at service location No.  Registration No.  Registration No.						
Method 1. I hereby request to forward all securities-related amounts to the customer (brokerage) account opened under the Agreement in the relevant currency.  Method 2. I hereby request to transfer interest yield, coupon yield and/or dividends and other cash as follows:  • Transfer interest, coupon payments and dividends on securities that are recorded on all my securities accounts to the bank account specified in this questionnaire.  • Transfer other cash to the customer (brokerage) account opened under the Agreement in the relevant currency.  Method 3. I hereby request to forward all the transferred securities-related amounts in the securities account to the bank account specified in this questionnaire.  DETAILS FOR SECURITIES-RELATED PAYMENTS  Customer (brokerage) account EURO  BANKING DETAILS  Currency: RUB  Bank BIC  Account No.  Card number 34  Foreign currency:  name name  Account No.  Name of the beneficiary bank  Beneficiary bank SWIFT BIC  Beneficiary bank SWIFT BIC  Beneficiary bank SWIFT  Transaction Initiator (aport from Depositor) Legal representative Attorney-in-fact  Name of the untermediary bank  Intermediary bank SWIFT  Transaction Initiator (aport from Depositor) Attorney in-fact  Name of Attorney No.  Depositor / Representative signature  Date of completion  Official remarks regarding document acceptance at service location No.  Registration No.  Registration No.		Select one of the methods to trans	rfer money ar	nd sne	cify details for securities_relate	ed navments
Agreement in the relevant currency.  Method 2. I hereby request to transfer interest yield, coupon yield and/or dividends and other cash as follows:  • Transfer interest, coupon payments and dividends on securities that are recorded on all my securities accounts to the bank account specified in this questionnaire.  • Transfer other cash to the customer (brokerage) account opened under the Agreement in the relevant currency.  Method 3. I hereby request to forward all the transferred securities-related amounts in the securities account to the bank account specified in this questionnaire.  DETAILS FOR SECURITIES-RELATED PAYMENTS  Customer (brokerage) account  RUB  EURO  BANKING DETAILS  Currency: RUB  Bank BIC  Account No.  Card number 24  Foreign currency:  Banne  Account No.  Card number 24  Foreign currency:  Beneficiary bank SWIFT/BIC  Beneficiary bank SWIFT/BIC  Beneficiary bank SWIFT/BIC  Beneficiary bank SWIFT    Intermediary bank SWIFT    Intermediary bank SWIFT    Transaction Initiator (aport from Depocitor)   Legal representative   Attorney-in-fact    Mane of the intermediary bank SWIFT    Transaction Initiator (aport from Depocitor)   Legal representative   Attorney-in-fact    Mane   Jast, first and patronymic name of the Transaction Initiator:  Identification document. Name   Actorney No.   dated    Depositor / Representative signature   Date of completion    Official remarks regarding document acceptance at service location No.    Registration No.			-	-	-	• •
Transfer interest, coupon payments and dividends on securities that are recorded on all my securities accounts to the bank account specified in this questionnaire.  Transfer other cash to the customer (brokerage) account opened under the Agreement in the relevant currency.  Method 3. I hereby request to forward all the transferred securities-related amounts in the securities account to the bank account specified in this questionnaire.  DETAILS FOR SECURITIES-RELATED PAYMENTS  Customer (brokerage) account   RUB				securi	ities-related amounts to the o	customer (brokerage) account opened under the
Method 3. I hereby request to forward all the transferred securities-related amounts in the securities account to the bank account specified in this questionnaire.    DETAILS FOR SECURITIES-RELATED PAYMENTS	3	<ul> <li>Transfer interest, coupor account specified in this</li> </ul>	n payments ar questionnaire	id divi e.	idends on securities that are re	corded on all my securities accounts to the bank
DETAILS FOR SECURITIES-RELATED PAYMENTS  Customer (brokerage) account EURO  BANKING DETAILS  Currency: RUB  Bank BIC  Account No.  Card number 34  Foreign currency:  Name of the beneficiary bank  Beneficiary bank SWIFT/BIC  Beneficiary bank's SWIFT/BIC  Beneficiary bank's SWIFT/BIC  Beneficiary bank's SWIFT (but intermediary bank  Name of the intermediary bank  Name of the intermediary bank  Name of the intermediary bank  Depositor / Representative signature  Official remarks regarding document acceptance at service location No  Registration No  Registration No  Registration No  Registration No		<ul> <li>Transfer other cash to th</li> </ul>	e customer (b	roker	age) account opened under the	Agreement in the relevant currency.
Customer (brokerage) account EURO  BANKING DETAILS  Currency: RUB  Bank BIC  Account No.  Card number 34  Foreign currency:  name  name  Account No.  Name of the beneficiary bank  Beneficiary bank SWIFT/BIC  Beneficiary bank's correspondent account with the intermediary bank  Name of the intermediary bank  Intermediary bank SWIFT  Transaction Initiator (apart from Depositor) Legal representative Attorney-in-fact  Name / last, first and patronymic name of the Transaction Initiator: Identification document: Name Series Number  Power of Attorney No. dated  Depositor / Representative signature Date of completion  Official remarks regarding document acceptance at service location No  Registration No				the ti	ransferred securities-related	amounts in the securities account to the bank
EURO  BANKING DETAILS  Currency: RUB  Bank BIC  Account No.  Card number <sup>34</sup> Foreign currency:  name  name  Account No.  Name of the beneficiary bank  Beneficiary bank SWIFT/BIC  Beneficiary bank's correspondent account with the intermediary bank  Intermediary bank SWIFT  Transaction Initiator (apart from Depocitor)  Intermediary bank SWIFT  Depositor / Representative signature  Date of completion  Official remarks regarding document acceptance at service location No.  Registration No.  Registration No.			DETAII	LS FO	OR SECURITIES-RELATED	PAYMENTS
Bank BIC   Account No.   Card number 34   Foreign currency:   name   name   Name of the beneficiary bank   Beneficiary bank SWIFT/BIC   Beneficiary bank SWIFT/BIC   Beneficiary bank SWIFT/BIC   Beneficiary bank SWIFT   Transaction Initiator (apart from Depocitor)   Legal representative   Attorney-in-fact   Name of Attorney No.   dated   Depositor / Representative signature   Date of completion   Date of completion   Registration No.     Registration No.		Customer	RUB			USD
Currency: RUB  Bank BIC  Account No.  Card number 2-4  Foreign currency:  name  name  name  name  Account No.  Name of the beneficiary bank  Beneficiary bank SWIFT/BIC  Beneficiary bank's correspondent account with the intermediary bank  Name of the intermediary bank  Name of the intermediary bank  Intermediary bank SWIFT  Transaction Initiator (apart from Depositor)  Legal representative Attorney-in-fact  Name / last, first and patronymic name of the Transaction Initiator: Identification document: Name Series Number  Power of Attorney No. dated  Depositor / Representative signature  Date of completion  Official remarks regarding document acceptance at service location No			EURO			
Bank BIC Account No.  Card number 24  Foreign currency:  name  name  Account No.  Name of the beneficiary bank Beneficiary bank SWIFT/BIC Beneficiary bank's correspondent account with the intermediary bank Name of the intermediary bank Intermediary bank SWIFT  Transaction Initiator (apart from Depositor) Legal representative Attorney-in-fact Name / last, first and patronymic name of the Transaction Initiator: Identification document: Name Series Number  Power of Attorney No. dated  Depositor / Representative signature  Date of completion  Registration No		BANKING DETAILS				
Account No.  Card number 34  Foreign currency:  Account No.  Name of the beneficiary bank  Beneficiary bank SWIFT/BIC  Beneficiary bank's correspondent account with the intermediary bank  Name of the intermediary bank  Name of the intermediary bank  Intermediary bank SWIFT  Transaction Initiator (apart from Depositor) Legal representative Attorney-in-fact  Name / last, first and patronymic name of the Transaction Initiator:  Identification document: Name Series Number  Power of Attorney No. dated  Depositor / Representative signature Date of completion  Official remarks regarding document acceptance at service location No		Currency: RUB				
Card number 24  Foreign currency:  Account No.  Name of the beneficiary bank Beneficiary bank SWIFT/BIC Beneficiary bank's correspondent account with the intermediary bank's correspondent account with the intermediary bank SWIFT Transaction Initiator (apart from Depositor) Legal representative Attorney-in-fact Name / last, first and patronymic name of the Transaction Initiator: Identification document: Name Series Number Power of Attorney No. dated  Depositor / Representative signature Date of completion  Registration No  Registration No		Bank BIC				
Foreign currency:    name		Account No.				
Account No.  Name of the beneficiary bank  Beneficiary bank SWIFT/BIC  Beneficiary bank's correspondent account with the intermediary bank  Name of the intermediary bank  Intermediary bank SWIFT  Transaction Initiator (apart from Depositor) Legal representative Attorney-in-fact  Name / last, first and patronymic name of the Transaction Initiator:  Identification document: Name Series Number  Power of Attorney No. dated  Depositor / Representative signature Date of completion  Registration No		Card number 24				
Name of the beneficiary bank  Beneficiary bank SWIFT/BIC  Beneficiary bank's correspondent account with the intermediary bank  Name of the intermediary bank  Intermediary bank SWIFT  Transaction Initiator (apart from Depositor)  Legal representative  Attorney-in-fact  Name / last, first and patronymic name of the Transaction Initiator:  Identification document: Name  Series  Number  Power of Attorney No.  dated  Depositor / Representative signature  Date of completion    Registration No.		Foreign currency:			name	name
Beneficiary bank's correspondent account with the intermediary bank Name of the intermediary bank Intermediary bank SWIFT  Transaction Initiator (apart from Depositor) Legal representative Attorney-in-fact Name / last, first and patronymic name of the Transaction Initiator: Identification document: Name Series Number Power of Attorney No. dated  Depositor / Representative signature Date of completion  Official remarks regarding document acceptance at service location No						
Beneficiary bank's correspondent account with the intermediary bank Name of the intermediary bank Intermediary bank SWIFT  Transaction Initiator (apart from Depositor) Legal representative Attorney-in-fact Name / last, first and patronymic name of the Transaction Initiator:  Identification document: Name Series Number Power of Attorney No. dated  Depositor / Representative signature Date of completion  Official remarks regarding document acceptance at service location No.  Registration No.		•				
Intermediary bank Name of the intermediary bank Intermediary bank SWIFT  Transaction Initiator (apart from Depositor) Legal representative Attorney-in-fact Name / last, first and patronymic name of the Transaction Initiator:  Identification document: Name Series Number Power of Attorney No. dated  Depositor / Representative signature Date of completion  Official remarks regarding document acceptance at service location No.  Registration No.		-				
Name of the intermediary bank Intermediary bank SWIFT  Transaction Initiator (apart from Depositor) Legal representative Attorney-in-fact Name / last, first and patronymic name of the Transaction Initiator: Identification document: Name Series Number Power of Attorney No. dated  Depositor / Representative signature Date of completion  Official remarks regarding document acceptance at service location No.  Registration No.			count with the	•		
Transaction Initiator (apart from Depositor)						
Name / last, first and patronymic name of the Transaction Initiator:  Identification document: Name Series Number  Power of Attorney No. dated  Depositor / Representative signature Date of completion  Official remarks regarding document acceptance at service location No.  Registration No.		Intermediary bank SWIFT				
Identification document: Name Series Number  Power of Attorney No. dated  Depositor / Representative signature Date of completion  Official remarks regarding document acceptance at service location No  Registration No						ttomey-in-fact
Power of Attorney No dated  Depositor / Representative signature Date of completion  Official remarks regarding document acceptance at service location No  Registration No				action		
Depositor / Representative signature Date of completion  Official remarks regarding document acceptance at service location No  Registration No				ed	oeriesNumber	
Official remarks regarding document acceptance at service location No  Registration No						
Registration No	_	Depositor / Representative signatur	re			Date of completion
		Official ren	arks regardin	ng doc	ument acceptance at service loca	ation No
Date initials, last name signature				Reg	istration No	
		Date initials, last name	_/signature		_	
	L					

<sup>\*</sup> Fill in this field if the plastic card is not linked to the personal account of the depositor. Bank settlements are carried out using a shared transit / aggregate account that should be specified in the Account Number field.

#### АК-БР-БО-ИИС Form

### **Banking Details Questionnaire**

for customers who have made a brokerage service agreement with Bank GPB (JSC) that includes opening and maintenance of an individual investment account (further referred to as the Agreement)

Last, first and patronymic name of the depositor						
Identification document			s: Number:			
Number of the brokerage service agreement						
(individual investment account)						
Select one of the transfer me	thods and sp	ecify d	letails for securities-re	lated pa	yments	
Method 1. I hereby requ the Agreement.	est to transfe	er all s	securities-related am	ounts to	the cus	stomer (brokerage) account opened under
<ul> <li>Transfer interest, cou bank account specifie</li> </ul>	<ul> <li>Transfer interest, coupon payments and dividends on securities that are recorded on all my securities accounts to the bank account specified in this questionnaire.</li> </ul>					led on all my securities accounts to the
Method 3. I hereby required bank account specified in			the transferred secu	ırities-r	elated	amounts in the securities account to the
	DETAII	LS FO	R SECURITIES-RE	LATEI	PAY!	MENTS
Customer	RUB				USD	
(brokerage) account	EURO					
BANKING DETAILS						
Currency: RUB						
Bank BIC						
Account No.						
Card number 25						
Foreign currency:			name			name
Account No.						
Name of the beneficiary bank						
Beneficiary bank SWIFT/BIC  Beneficiary bank's correspondent ac	count with the	_				
intermediary bank	count with the	-				
Name of the intermediary bank						
Intermediary bank SWIFT						
Transaction Initiator (apart from D Name / last, first and patronymic nam Identification document: Name		action I			orney-in-	-fact
Depositor / Representative signatur	re				Dat	e of completion
Official raw	arks regardin	ia que	iment acceptance at ser	vice loc	ation No	, ,
Official Fem	arks regardin	-	•		ation IV	·
	,	Kegi	stration No			
Date initials, last name	signature		-			

<sup>\*</sup> Fill in this field if the plastic card is not linked to the personal account of the depositor. Bank settlements are carried out using a shared transit / aggregate account that should be specified in the Account Number field.

# APPLICATION TO CONCLUDE A DEPOSITORY AGREEMENT

(for individuals, individual entrepreneurs and persons engaged in private practice)

City of			201
I,			
	(last,	irst and patronymic name)	
Identification document	details		
Series	_ number	issued by	
Date of issue	SI	ıbdivision code	
Region	g address: country	postal code district	<del></del>
Locality		streetapartment	
House number	building	apartment	,
standard terms included  I hereby grant to errors that may be remove Market" dated April 22,  The applicant of depository activities and experimental pursuant to article 9 of Fewill and volition and in handle my personally its systematization, accumulated the purp foreign countries, which destruction, with automated of concluding a depositor of the consent shad present validity period of the purp foreign countries, which destruction, with automated of concluding a depositor of the consent shad present validity period of the purp foreign countries, which destruction with automated the purp foreign countries, which destruction with automated the purp foreign countries and the	in the Depository Services Temy consent to Bank GPB (JSC) wed in cases other than those staged in cases of the securities trust management federal Law No. 152-FZ On Finny own interests to Bank GP dentifiable data that I providulation, storage, refinement (uncoses of Agreement performant do not secure an adequate leated means and/or without such that the secure and performing all be become effective upor od and term of limitation unled aware that this consent may PB (JSC).	ent has been made with Gazprombank (Jerms and Conditions that are in effect at EC) to make corrections in the Securities Act et out in clause 3, article 8.5 of Federal Leombank (Joint Stock Company) is involvantivities in addition to depository operations and Data dated July 27, 2006, I hereb B (JSC), registered at: 16 Nametkina Strue under the Agreement, including verificate, change), extraction, use, transfer (Jace, cross-border transfer of personal data subject the means, and any other information proving obligations under the said Agreement, signature of this Statement and shall be so otherwise provided for by Russian law the revoked by me by way of submitting a sprovided)    That I agree I disagree C.	Bank GPB (JSC). Account to remove any record aw No. 39-FZ "On Securities wed in broker, dealer, special ions.  The securities wed in broker, dealer, special ions, collection, recording, provision, granting access) to a including in the territory of its rights, blocking, deletion, wided by me, for the purposes we valid throughout the entire in a revocation request in simple
signatu	re	printed name	
Official	remarks regarding document	acceptance at service location No	
·· ·· ·· ·· · · · · · · · · · · · · ·	20	ne, initials /	signature /
	iast liali	ic, minais	SIGHALUIC

### APPLICATION TO CONCLUDE A DEPOSITORY AGREEMENT

(for legal entities, including credit institutions)

City of		201
	(full nam	ne of the entity)
State registration number	(OGRN)	date of state registration
		date of state registration
Location: country	postal code	e
region	(I:	istrict
house number	building	_apartment
represented by		
included in the Depositor We hereby grant errors that may be remov Securities Market" dated The applicant ha	y Services Terms and Conditions to our consent to Bank GPB (JSC) to wed in the cases other than those April 22, 1996.	t has been made with Bank GPB (JSC) on the standard term that are in effect at Bank GPB (JSC).  make corrections in the Securities Account to remove any record set out in clause 3, article 8.5 of Federal Law No. 39-FZ "O (JSC) is involved in broker, dealer, special depository activities pository operations.
Seal here	3	printed signature
Official r	remarks regarding document accep	stance at service location No
٠٠ ,	20	
	20 last name, initials	signature

(for individuals)

to appoint

☐ Operator of the securities account ☐ Operator of the securities subaccount

City	
Date (in words)	
I (last, first and patronymic name),	
Identification document: name	_
Series number	issued on
issued by	
	subdivision code
Residing at the following address: coun	try
Region	
District	
Locality	
Succi	
house number bu	ilding apartment
do hereby authorize:	
Full name of the legal entity	
State registration number (OGRN)	
Date of state registration	
Name of registration authority and place	e of registration
Located at:	
acting on my behalf to:	
	s including the right to change the details provided in the
questionnaire  for securities account No.	with Depository No
ior securities account ive.	with Depository 110.
☐ initiate depository transactions f	for
cubaccount No	of securities account No.
with Depository No.	, and initiate any changes in the da
provided in the questionnaire for the sai	and initiate any changes in the daid securities account.
The Power of Attorney shall be valid til	
	in words
This Power of Attorney is issued with n	no power of substitution.
,	
Signature	Last, first and patronymic name

(for legal entities)
to appoint
□ Operator of the securities account □ Operator of the securities subaccount

City
Date (in words)
Full name of the individual who issued the Power of Attorney
State registration number (OGRN) Date of state registration Name of registration authority and place of registration
Located at:
do hereby authorize: Full name of the legal entity
State registration number (OGRN) Date of state registration Name of registration authority and place of registration
Located at:
acting on my behalf to:
☐ initiate depository transactions including the right to change the details provided in the questionnaire for securities account No with Depository No
initiate depository transactions for Subaccount No of securities account No, and initiate any changes in the data provided in the questionnaire for the said securities account.
The Power of Attorney shall be valid till in words This Power of Attorney is issued with no power of substitution.
Signature Last, first and patronymic name of the head of the legal entity

Seal here

### POWER OF ATTORNEY (for individuals)

### to appoint

 $\square$  Securities account manager  $\square$  Securities subaccount manager

City			
Date (in words)			
I (last, first and patronymic name)			
Identification document: name			
Seriesnum	Der	issued on	
issued by		subdivision code	
Residing at the following address	: country	subdivision code	
Region	·		
District			
Locality			
house number_	building	apartment,	
do hereby authorize:			
Identification document: name			
		d on	
issued by		4.45.55	
Paciding at the following address	· country	subdivision code	
Region District			
Locality		Street	
house number	building	apartment,	
acting on my behalf to:			
	tions including the ri	ight to change the details provided in the questionna	aire
		with Depository No	
<ul> <li>initiate and undertake dependent</li> </ul>			
subaccount No	Securitie	es account No, and initiate any changes in the data p	
with Depository No		, and initiate any changes in the data p	rovideo
in the questionnaire for the sa	id securities accoun	it.	
The Power of Attorney shall be v	alid till		
-		in words	
This Power of Attorney is issued			
Signature	Las	st. first and patronymic name	

(for legal entities)

to appoint ☐ Securities account manager ☐ Securities subaccount manager

City
Date (in words)
Full name of the individual who issued the Power of Attorney
State registration number (OGRN) Date of state registration
Name of registration authority and place of registration
Located at:
do hereby authorize:
Full last, first and patronymic name
Identification document: name
Identification document: name
issued by subdivision code
Residing at the following address: country
Region
District
Localitystreet
house number buildingapartment,
acting on my behalf to:
initiate depository transactions including the right to change the details provided in the questionnaire
for securities account No with Depository No
□ initiate depository transactions for Subaccount No Securities account No
with Depository No, and initiate any changes in the data provided in the questionnaire for the said securities account.
The Power of Attorney shall be valid till
This Power of Attorney is issued with no power of substitution.
/
Signature Last, first and patronymic name of the head of the legal entity
Seal here

City
Date (in words)
Last, first and patronymic name / Full name of the entity
Identification document (series, number, issued by, issued on) / Registration document (number, date of issue, nar of the registration authority):
residing at the following address/located at:
<del></del>
Full name of the Trader  State registration number (OGRN)  Date of state registration  Name of registration authority and place of registration
Located at:
acting on my behalf to: - submit the documents (specify): to open a securities account with Depository No. 101;
to open a trade subaccount of the securities account with Depository No. 101
to appoint an authorized officer (operator) of the trade subaccount with Depository No. 101;
<ul> <li>pay for the services and effect settlements with Gazprombank (Joint Stock Company) to carry out the transactions mentioned above.</li> <li>The Power of Attorney shall be valid till</li> </ul>
in words
This Power of Attorney is issued with no power of substitution.
Signature Last, first and patronymic name of the individual / head of the legal entity

Seal here

т		Place of issue of the power of attorney, date of issue (specified in words)
1,		(last, first and patronymic name)
		(identification document: name, series, number, issued on and issued by)
do here	eby	(residing at, date of birth, place of birth) authorize
	_	
		(last name, first name and patronymic of the authorized officer)
		(identification document: name, series, number, issued on and issued by)
		(residing at, date of birth, place of birth)
	1. 2. 	the the following actions? on my behalf at the Bank GPB (JSC) depository:  Initiate any transactions in compliance with the depository service terms and conditions that are in effect at Bank GPB (JSC), including changes in the details provided in the questionnaire and bank details as well as transactions with foreign financial instruments not qualified as securities.  Initiate:  instructions to open and close securities accounts, subaccounts of the securities accounts; instructions to change the securities account details, details provided in the questionnaire and banking details; instructions to carry out transactions to accept securities for custody and (or) record keeping; instructions to carry out transactions to withdraw securities from custody and (or) record keeping; instructions to transfer securities; instructions to register the pledge of securities, including subsequent pledge; transfer pledged securities,
	4.	terminate the pledge; instructions to receive securities account statements and certificates;  (list any other transactions)  Pay for the services and effect other settlements to undertake the actions specified above.  Receive and transfer any communications, documents and reports associated with securities account services and execution of any depository transactions as well as dealing with foreign financial instruments not qualified as securities.  Provide for me and on my behalf a consent to submit my details to foreign tax authorities, including the U.S. Internal Revenue Service (IRS) and state authorities of the Russian Federation (including the Central Bank of Russia, a federal executive body authorized to undertake actions to combat money laundering and terrorism financing, a federal executive body authorized to control and monitor taxes and levies), fill in and sign any self-certification forms, submit any information and provide comments for the purposes of compliance with the foreign account tax law of foreign states. <sup>3</sup>
/	Thi	s Power of Attorney is valid till 20 without the right of substitution.
	gnat	Last, first and patronymic name  r of Attorney is drafted and signed in my presence <sup>4</sup> (position and division, last, first and patronymic name, signature of an employee of Bank GPB (ISC))

Individuals shall execute a power of attorney in their own handwriting at the premises of Bank GPB (JSC) in the presence of a Bank employee or get the power of attorney certified by the notary public.
 The scope of the granted authorities is defined by the Customer at its sole discretion in compliance with the list provided in the power of attorney.
 Item 5 shall be selected only if the Depositor is a tax resident of the USA.
 Specified when the signature of the Customer's representative is certified by an employee of Bank GPB (JSC)

FE-01 Ferm

### INSTRUCTIONS TO PERFORM ADMINISTRATIVE TRANSACTIONS

Depositor
Passport   OGRN   Other   Series   Series   No.
Securities Account No with Depository No
Transaction details:
1. □ Opening of a securities account:
☐ Trading Securities Account - Clearing organization
□ Owner □ Trust manager □ Nominee □ Escrow agent
□ Treasury account □ Depository programs □ Investment partnership
□ Foreign nominee □ Foreign custodian □ Transit □ Deposit
Securities account pattern
the Depository to deposit all securities transferred to my securities account.
☐ Depositing against counter instruction submitted for each depositing transaction.
2. Closing of the securities account
3. ☐ Opening of the Subaccount (specify code/name of the Subaccount)
4. □ Closing of the Subaccount (specify code/name of the Subaccount)
5 Danish and a the Authorized Officer
5. ☐ Appointment of the Authorized Officer ☐ to securities account No ☐ Account manager ☐ Account operator
☐ to Subaccount No ☐ Subaccount manager ☐ Subaccount operator
Name (Full across of the Authorized Offices
Name/Full name of the Authorized Officer
□ Passport □ OGRN □ Other Series
Date of issue Issued by
List of the attached documents, additional information
No. of the brokerage agreement for Clients that receive brokerage services in Bank GPB (JSC)
No. of the agreement with the Specialized Depository at Bank GPB (JSC) (if any)
Transaction Initiator (apart from the Depositor) ☐ Authorized Officer ☐ Lawful Representative
☐ Depository ☐ Other Initiator
Name / last, first and patronymic name of the Transaction Initiator
□ n . □ oomy □ ou
□ Passport □ OGRN □ OtherSeriesNo
Signature of the individual Signatures of the individuals specified in the bank card:
Seal here
Jeal Hele
0.001.1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
Official remarks regarding document acceptance at service location No
Registration No
, i
Cele Inities, lest name signature
į

### INSTRUCTION TO TRANSFER SECURITIES

### PR-02 Form

☐ Transfer to/from Securities Subaccounts	☐ Transfer to/from Securities	Accounts Instruction cancellation
Details of the Se	curities Account used t	o initiate a transaction
Depositor	ic name i for legal entities: full official name	
□ Passport □ OGRN □ Other		No
Securities Account No.	with De	epository No
Debited Subaccount	Storage location (IDS na	mal
Credited Subaccount	Storage location (IRS na	ame)
Details of the actual securiti ☐ RF resident ☐ RF nonresident* ☐ TIN	i <b>es sender</b> (to be completed b	by the Depositor who is a nominal holder)
Last, first and patronymic name /Full name		) 
For individuals / for legal entities	of the Contractor's Secu	rition Account
Depositor	n the Contractor 5 Secu	nues Account
Depositor	ic name i for legal entities: full official name Sporings	No.
issued by issued on		
Securities Account NoCr	edited Subaccount	with Depository No
Storage location (RS name)	ha annualated if the consulting us	ill be credited to the securities account of a nominal holder)
□ RF resident □ RF nonresident* □ TIN	te completed if the securities w	iii de credited to the secundes account of a nominal noider)
Last, first and patronymic name /Full name For individuels / for legal entities		
	Securities details	
Securities		
Registration number	a issuer, securities name, securities kind (phanes, bonds ISIN	, etc.), type (ordinary, preference)
Number of securities (figures and in words)	(	
	T	) pcs.
	Transaction basis	dated * *
name of transaction basis Transaction amount		Iransection number transaction date
Transaction amount_	numbers and in words	
List of attached documents, additional information, n	umber of the cancelled In	struction
Transaction Initiator (apart from the Depositor) ☐ Authorized	·	
		<del></del>
Name/last, first and patronymic name of the Transaction In  ☐ Passport ☐ OGRN ☐ Other	Series	No.
Signature of the individual:	Signatu	re of the individuals specified in the bank card:
		Seal here
Official remarks regarding docum	nont accontance at service	location No.
	listration No.	iocation no.
IVER	iouaudii No	-
Data 1.22.1.1.1.	J	
Date initials, last name	signature	
* As defined in the Federal Law on Currency Regulation and Currency (	Control (No. 173-FZ dated Decemb	er 10, 2003)

### COUNTER-INSTRUCTION TO DEPOSIT SECURITIES

PR-02.V Form

	Counter-instruction to deposit	□Instructi	on cancellation			
	Details of the Securities Acc	ount used to initiat	e a transaction			
Depositor	for individuals: lest, first and patronymic name / for legal entities: for	il official name				
☐ Passport ☐ OGRN ☐ Other	Series	No.				
Securities Account No	Credited Subaccount _	with	Depository No			
Depositor	Details of the Counter	rparty's Securities	Account			
Depositor	Senes	ND				
	completed for trensactions essociated with storage local Debited Subaccour		_with Depository No			
Securities		ities details				
Securities	ageofy the securities issuer, securities name, se					
Registration number Number of securities (figures and in w						
Number of Securities (figures and in vi	lords)		) pcs.			
	Transa	action basis	, '			
name of instruction basis		_No	dated ""			
Transaction amount		rs and in words		_		
List of attached documents, addit	ional information, number of the	cancelled Instruction	ı			
Transaction Initiator (apart from the			itiator			
Name/last, first and patronymic name	of the Transaction Initiator			_		
☐ Passport ☐ OGRN ☐ Other	Series		_No			
Signature of the individual:		Signature of the i	individuals specified in the bank card:			
			1			
			Seal here			
Official	remarks regarding document	acceptance at serv	ice location No			
Registration No						
Dateinitial	s, last name signature					
ITTERMAN MAIN TRATTING AND PROPERTY.						

# INSTRUCTION TO TRANSFER PLEDGED SECURITIES

			THE OWNER OWN			
	Details of Pledgor tha	at transfers securities				
Depositor	for individuals: last first and natronumic	name / for legal entities: full official name				
☐ Passport ☐ OGRN ☐ Other	Series	No				
Securities account No	Subaccount _	with Depository No				
Custody location (IRS name)	Num	bermaine of the Occurros Subaccount				
Depositor	Details of the Pledgor	that acquires securities				
Depositor OGRN □ Other	Series	name / for legal entities: full official name No.				
Issued by, when	Subaccount _	with Depository No.				
Custody location (IRS name)	Nun	_with Depository No.				
Name of the state						
Securities		es details				
Securitiess Registration numbers	ecurities issuer, securities kind (shares, bonds, etc.), type (ordinary, pro	eference)				
Number of securities (figures and in	words)	(				
19			)			
	Transact	ian basis				
		ion basis				
(basis name) Transaction amount						
numb	ers and in words					
Attached documents, additional inform	ation to the Instruction					
Transaction Initiator (apart from the Deposit		ul Representative  Depository				
Name / last, first and patronymic name						
Name / last, first and patronymic name of the Transaction Initiator  Passport OGRN Other Series No.						
Transaction Initiator (apart from the Depo						
	☐ Authorized Officer ☐ Lawf	ul Representative 🗆 Depository				
Name / last, first and patronymic name  ☐ Passport ☐ OGRN ☐ Other	of the Transaction Initiator					
Tassport DOORN D Outer	Selies	No				
Signature of the person that transfers secu	urities	Signature of the person that accepts securiti	ies			
Individual / person specified in the bank card	_	Individual / person specified in the bank card				
·	Seal here		_ Seal here			
Individual specified in the bank card		Individual specified in the bank card				
ĺ						

List of the existing pledge agreements and							
consent of the pledgees to transfer securities							
1. Pledgee	for individuals: last, first and patronymic name / fo	i lanal artitias: full official name	_				
☐ Passport ☐ OGRN ☐ Other	Series	No					
Securities Account No.	Subaccount No.	with Depository No					
Pledge agreement	No	dated ""	_				
	Consent of the	Pladraa					
Signature		Seal here					
Individual / person specified in the	bank card Individual s	pecified in the bank card					
2. Pledgee	for individuals: last, first and patronymic name / fo						
□ Passport □ OGRN □ Other	Series	No					
Securities Account No.	Subaccount No.	with Depository No					
Pledge agreement_	No.	dated ""					
	Consent of the						
Signature		Seal here					
Individual / person specified in the	e bank card Individual s	pecified in the bank card					
VX 995 9			<del></del>				
3. Pledgee	for individuals: last first and natronomic name / for	lansl artitics: full official name					
☐ Passport ☐ OGRN ☐ Other	Series	No.					
Pledge agreement	Subaccount No	with Depository No dated ""					
r leage agreement	Consent of the	Pledgee					
Signature		Seal here					
Individual / person specified in the	e bank card Individual s	pecified in the bank card	<del></del>				
4. Pledgee							
□ Passnort □ OGRN □ Other	for individuals: last, first and patronymic name / fo	legal entities: full official nameNo					
Securities Account No.	Subaccount No	with Depository No dated ""_					
rieuge agreement			-				
0' 4	Consent of the	Pledgee					
SignatureIndividual / person specified in	the bank card Individual spe	Seal here					
Official remarks re	garding document acceptance	at service location No					
	Registration No						
Dateinitials	last name signature						
Hillais	idat fidilio algilature						

### INSTRUCTIONS TO PERFORM INFROMATION TRANSACTIONS

R-03 Form

Depositor						
For individuals: last, first and patronymic name / for legal entities: full official name  Passport OGRN Other Series No.						
Securities Account No with Depository No						
Transaction details:						
1. Securities account statement (VP-01 form) as of						
securities: registration numberISIN						
2.  Securities account statement at the start of the current transaction date (VP-01.1 form)						
securities: registration numberISIN						
3. Securities account statement (detailed) (VP-02 form) as of Securities: registration number ISIN						
4. Securities subaccount statement (VP-03 form) Subaccount as of						
5. Securities account statement, Basis (Subaccount purpose)						
recorded against (VP-04) as of						
6. Transactions register statement (VP-06 form)  Period_ fromto						
Transaction status: all executed incorrect pending execution						
Transaction types: ☐ all ☐ administrative ☐ inventory ☐ information securities: ☐ all ☐ registration numberISIN						
7. Debit and credit transaction log statement (VP-07 form)  Securities: Securi						
8. Registered pledge statement (SP-01 form)						
securities: all registration numberISIN						
Securities account as of						
9. Other statement/certificate						
☐ Forward the specified statement/certificate (statements/certificates) to the auditor						
10. Provide a copy of the statement/certificate together with the original   (tick if required)						
11. Select the format of the statement/certificate (legal entities only) ☐ hard copy ☐ electronically						
List of attached documents, additional information						
<b>Transaction Initiator</b> (apart from the Depositor) ☐ Authorized Officer ☐ Lawful Representative						
☐ Depository ☐ Other Initiator						
Passport OGRN Other Series No.						
Signature of the individuals specified in the bank card:						
Seal here						
Official remarks regarding document acceptance at service location No						
Registration No						
Data						
Date initials, last name signature						

# INSTRUCTION TO ACCEPT SECURITIES FOR RECORD-KEEPING

Denositor	50.						
	Account used to initiate a transaction						
For individuals: last, first and patronymic name / for legal entities: full official name  Passport OGRN Other Series No.							
Securities Account NoSubaccount Nowith Depository No							
Custody location (IRS name)  Details of the actual securities receiver (to be completed by the Depositor who is a nominal holder)							
☐ RF resident ☐ RF nonresident* ☐ TIN	(if any)						
Last, first and patronymic name / Full name of the entity							
For individuals / for legal entities	adaut assessment dietable						
Denository/registrar/issuer	ndent account details  the counterparty has an account						
Person in whose name the securities / customer account is op	pened						
☐ Passport ☐ OGRN ☐ Other	SeriesNo						
	account No.						
Depositor / registered entity code							
	Other						
Counterparty	details (sender of securities)						
Securities Account Owner	rronumir nama ( for land artifica full official nama						
Securities account No.	Subaccount No.						
Depositor code							
	e actual securities sender						
(to be completed if the	actual sender is not the counterparty)						
☐ RF resident ☐ RF nonresident* ☐ TIN	(if any)						
Last, first and patronymic name / Full name of the entity							
For individuals / for legal entities	curities details						
Securities	curities details						
Securitiessecurities issuer, securities issu							
Number of securities (figures and in words)(							
Number of securities (figures and in words)							
	) pcs.						
Transaction basis, date Transaction basis, date	) pcs.						
Transaction basis, date	) pcs.						
Transaction basis, date Transaction basis, date Transaction basis, date	) pcs.						
Transaction basis, date Transaction basis, date Transaction basis, date	action date ""						
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date "	action date ""						
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date "" Trans Transaction amount List of attached documents, additional information, reference	action date ""						
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date "" Trans Transaction amount List of attached documents, additional information, reference	action date ""  numbers and in words  number of the canceled Instruction						
Transaction basis, date Transaction basis, date Transaction basis, date  Settlement date ""Trans Transaction amount List of attached documents, additional information, reference	action date ""  numbers and in words  number of the canceled Instruction						
Transaction basis, date Transaction basis, date Transaction basis, date  Settlement date ""Trans Transaction amount List of attached documents, additional information, reference	action date ""  numbers and in words  number of the canceled Instruction  subaccount number of the Customer who is a trader in NSD						
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date "	action date ""  numbers and in words  number of the canceled Instruction  subaccount number of the Customer who is a trader in NSD  cer						
Transaction basis, date Transaction basis, date Transaction basis, date  Settlement date "	action date ""  numbers and in words  number of the canceled Instruction  subaccount number of the Customer who is a trader in NSD  cer						
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date "	action date ""						
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date "	action date "						
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date "	action date "" numbers and in words  number of the canceled Instruction  subaccount number of the Customer who is a trader in NSD  cer						
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date "	action date "						
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date "	action date ""						
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date "	action date ""						
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date "	action date ""						
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date "	action date ""						

# INSTRUCTION TO WITHDRAW SECURITIES FROM RECORD-KEEPING

□ Instruction	on cancellation	PR-04.S Form
Denositor	Account used to initiate a transaction	
for individuals: last, first	and patronymic name / for legal entities: full official name	
Securities Account NoSubaccount No	with Depository No.	
Custody location (IRS name)	Number/name of the Securities Subaccount	
Details of the actual securities sender (	to be completed by the Depositor who is a nominal holder)	_
□ RF resident □ RF nonresident* □ TIN		
Last, first and patronymic name / Full name of the entity		
For individuals / for legal entities	1.69	
Depository/registrar/issuer	ondent account details	
Person in whose name the securities account / customer acc	ere the counterparty has an account	
	for individuals: last, first and patronymic name / for legal entities: full official name	
☐ Passport ☐ OGRN ☐ Other		
Date of issue Issued bySecurities / Customer account No Sub	assessment No.	
Depositor / registered entity code		
Account type: Owner Nominee Trustee Oth		
	y details (receiver of securities)	
Securities Account Owner	patronymic name / for legal entities: full official name	
Securities account No		
Depositor code	Oubdoodin No.	
	o be completed if the actual receiver is not the counterparty)	Í
And the second s	(if any)	
Last, first and patronymic name / Full name of the entity		
For individuals / for legal entities		
Securities	ecurities details	
securities issuer, securiti	ies kind (shares, bonds, etc.), type (ordinary, preference)	
Registration number	ISINCFI	
securities issuer, securiti	ISINCFI	) pcs.
Registration number	ISINCFI	) pcs.
Registration number		) pcs.
Registration number		) pcs.
Registration number	ISINCFI	) pcs.
Registration number	ISINCFI	) pcs.
Registration number	ISINCFI	) pcs.
Registration number	saction date ""  numbers and in words e number of the canceled Instruction	) pcs.
Registration number	ISINCFI	) pcs.
Registration number	saction date ""  numbers and in words e number of the canceled Instruction	) pcs.
Registration number	saction date "	) pcs.
Registration number	saction date "	) pcs.
Registration number	saction date ""  numbers and in words e number of the canceled Instruction  - subaccount number of the Customer who is a trader in NSD  ficer    Lawful Representative    Heir  Other Initiator	) pcs.
Registration number	saction date "	) pcs.
Registration number	saction date ""  numbers and in words e number of the canceled Instruction  - subaccount number of the Customer who is a trader in NSD  ficer    Lawful Representative    Heir  Other Initiator	) pcs.
Registration number	saction date "	) pcs.
Registration number	saction date "	) pcs.
Registration number	saction date ""  numbers and in words e number of the canceled Instruction  - subaccount number of the Customer who is a trader in NSD  ficer	) pcs.
Registration number	saction date ""  numbers and in words e number of the canceled Instruction  - subaccount number of the Customer who is a trader in NSD  ficer	) pcs.
Registration number	saction date ""  numbers and in words e number of the canceled Instruction  subaccount number of the Customer who is a trader in NSD  ficer	) pcs.
Registration number	saction date ""  numbers and in words e number of the canceled Instruction  - subaccount number of the Customer who is a trader in NSD  ficer	) pcs.

### INSTRUCTION TO ACCEPT PLEDGED SECURITIES FOR RECORD-KEEPING

Acceptance with pledge registration Acceptance with registration of subsequent pledge Cancellation of the Instruction PR-04.1 Form
Details of the Securities Account used to initiate a transaction  Depositor (Pledgor)
for individuals: last, first and patronymic name / for legal entities: full official name
□ Passport         □ OGRN         □ Other
Securities Account NoSubaccount Nowith Depository No
Custody location (IRS name)
Correspondent account details
Depository/registrar/issuer
Person in whose name the securities account / customer account is opened for individuals: last, first and patronymic name / for legal entities: full difficial name
Passport OGRN Other Series No.
Date of issue Issued by
Securities / Customer account No. Subaccount No.
Depositor / registered entity code
The second secon
Account type: Owner Nominee Trustee Other
Counterparty details (sender of securities) Securities Account Owner
Securities Account Owner
Securities account No Subaccount No
Depositor code
Details of the actual securities sender
(to be completed if the actual sender is not the counterparty)
RF resident RF nonresident* TIN(if any)
Last, first and patronymic name / Full name of the entity
For individuals / for legal entities
Securities details
Securities  securities issuer, securities kind (shares, bonds, etc.), type (ordinary, preference)
Registration numberISIN
Number of securities (figures and in words)(
) pcs.
Transaction basis, date
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date "
Transaction basis, date
Transaction basis, date Transaction basis, date Settlement date "
Transaction basis, date Transaction basis, date Settlement date " " Transaction date " " Transaction amount Inumbers and in words List of attached documents, additional information, reference number of the canceled Instruction  Specify for the Holder services - subaccount number of the Customer who is a trader in NSD  The Pledgee  For Individuals: last, first and patronymic name / for legal entities: short official name Passport OGRN Other Series No.  Securities Account No. Subaccount No. with Depository No.
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date " " Transaction date " " Transaction amount
Transaction basis, date
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date " " Transaction date " " Transaction amount
Transaction basis, date
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date " " Transaction date " " Transaction amount
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date "
Transaction basis, date  Transaction basis, date  Settlement date " " Transaction date " "  Transaction amount
Transaction basis, date Transaction basis, date Transaction basis, date Settlement date " " Transaction date " " " Transaction amount
Transaction basis, date Transaction basis, date Settlement date " " Transaction date " " " Transaction amount
Transaction basis, date
Transaction basis, date

Consent of the previous pledgee to the acceptance of pledged securities for record-keeping							
1. Previous pledgee							
☐ Passport ☐ OGRN ☐ Other				No			
Securities Account No.		with Depository N	No	7),025-1			
Pledge Agreement (previous)	No		_dated «_		_»		
Agreed: Signature_ Individual / person specified in the bank card	Signature_ Person specified	n the bank card				Seal here	
2. Previous pledgee		: name / for legal entities: short official name					
☐ Passport ☐ OGRN ☐ Other				No.			
Securities Account No.							
Pledge Agreement (previous)	No		_dated «_		_»		
Agreed: Signature Individual / person specified in the bank card	SignaturePerson specified	in the bank card				Seal here	
3. Previous pledgee							
☐ Passport ☐ OGRN ☐ Other	for individuals: last, first and patronymin	name / for legal entities: short official name		No.			
Securities Account No.							
Pledge Agreement (previous)	No		_dated «_		_»		
Agreed: SignatureIndividual / person specified in the bank card	SignaturePerson specified	in the bank card				Seal here	
4. Previous pledgee							
☐ Passport ☐ OGRN ☐ Other	for individuals: last, first and patronymic	name / for legal entities: short official name		No			
Securities Account No.							
Pledge Agreement (previous)	No		_dated «_		_»		
Agreed: Signature	SignaturePerson specified in					Seal here	
Official r	amarks regarding document as	centance at service locati	on No				
Official remarks regarding document acceptance at service location No Registration No							
Date initials, last nar	//	signature					
nilidas, last lidi	iio:	Signature					

#### INSTRUCTION TO WITHDRAW PLEDGED SECURITIES FROM RECORD-KEEPING

PR-04.2 Form ☐ Instruction cancellation Details of the Securities Account used to initiate a transaction Depositor for individuals: last, first and patronymic name / for legal entities: full official name Passport OGRN Other \_\_\_\_Series \_\_\_\_ Securities Account No. \_\_\_\_Subaccount No. \_\_\_\_ \_\_with Depository No.\_\_\_\_ Custody location (IRS name) \_\_\_\_ Correspondent account details Depository/registrar/issuer\_\_\_ Person in whose name the securities account / customer account is opened\_ ☐ Passport ☐ OGRN ☐ Other Date of issue\_\_\_\_\_ Issued by \_\_\_\_\_ Securities / Customer account No.\_\_\_\_\_\_Subaccount No.\_\_\_\_\_ Depositor / registered entity code Account type: ☐ Owner ☐ Nominee ☐ Trustee ☐ Other\_ Contractor details (receiver of securities) Securities Account Owner for individuals: last, first and patronymic name / for legal entities: full official name Subaccount No. Securities account No.\_\_\_\_ Depositor code Details of the actual securities receiver (to be completed if the actual receiver is not the counterparty) ☐ RF resident ☐ RF nonresident\* ☐ TIN\_\_\_\_\_\_(if any) Last, first and patronymic name / Full name of the entity For individuals / for legal entities Securities details Securities \_\_\_ Registration number \_\_\_\_\_ Number of securities (figures and in words)\_\_\_\_\_ Transaction basis, date Transaction basis, date Transaction basis, date \_\_ Settlement date "\_\_\_\_ \_\_\_\_\_ Transaction date "\_\_\_\_\_ Transaction amount List of attached documents, additional information, reference number of the canceled Instruction ☐ Authorized Officer ☐ Lawful Representative ☐ Heir Transaction initiator (apart from the Depositor): ☐ Depository ☐ Other Initiator Name / last, first and patronymic name of the Transaction Initiator \_\_\_\_\_ No. \_\_\_\_ Signature of the individual: Signature of the individuals specified in the bank card: Seal here \* As defined in the Federal Law on Currency Regulation and Currency Control (No. 173-FZ dated December 10, 2003)

List of the existing pledge agreements and consent of the pledgees to withdraw securities from record-keeping							
1 Diedree							
for individuals: last, first and patronymic name / for legal entities: short official name							
☐ Passport       ☐ OGRN       ☐ Other							
Pledge Agreement	No	dated «» _					
Signature		Signature	specified in the bank card	2			
maivadar/ person specifica in the bank card		1 013011	specified in the bank card	Seal here			
2. Pledgee							
☐ Passport ☐ OGRN ☐ Other	for individuals: last, first and patron	ymic name / for legal entities: short official name	No				
Securities Account No.							
Pledge Agreement							
Oi-mark.ma		of the Pledgee:					
Signature Individual / person specified in the bank card	<u>_</u>	Signature Person	specified in the bank card				
		25 - 000464966		Seal here			
3. Pledgee		ymic name / for legal entities; short official name					
☐ Passport ☐ OGRN ☐ Other	for individuals: last, first and patron		No				
Securities Account No.							
Pledge Agreement	No	dated «»					
	Consent	of the Pledgee:					
Signature		3	specified in the bank card				
Individual / person specified in the bank card		Person s	specified in the bank card	Seal here			
4. Pledgee				ocal flore			
		ymic name / for legal entities; short official name	NI-S				
☐ Passport ☐ OGRN ☐ Other  Securities Account No							
N*							
Pledge Agreement							
Cignoture	Consent	of the Pledgee:					
Signature		Signature Person s	specified in the bank card				
				Seal here			
Official remarks regarding document acceptance at service location No							
Date initials, last n	ame	signature					

### 136

### PLEDGE ORDER

Registration of the pledge right	Registration of the sub	sequent pledge right	PR-05 Form	
Depositor	Pledgor			
□ Passport □ OGRN □ Other	for individuals: last, first and patronymic name / for i	egal entities: short official name		
Securities Account No.				
		d Subaccount		
Custody location (IRS name)				
Pledgee	for individuals: last, first and patronymic name / for I		_	
□ Passport □ OGRN □ Other				
Securities account No	Subaccount No	with Depository No		
0	Securities de	tails		
Securities	securities issuer, securities kind (shares,			
Registration number				
Number of securities (figures and in words	)	(	<u> </u>	
	Tomorphic (Cont. Love Co.	• Applications		
	Transaction basis			
	specify the pledge/subsequent p	ledge agreement Ddated "	"	
Transaction amount (numbers and in				
Terms of transaction to register assignment of pledge rights (select one option):  □ w/consent of the pledgor □ w/o consent of the pledgor  Terms of registration of the subsequent pledge (select one option): □ w/consent of the previous pledgee □ w/o consent of the previous pledgee				
Attached documents, additional information t	o the Instruction			
Transaction Initiator (apart from the Depositor) Name / last, first and patronymic name of the		☐ Lawful Representative ☐ Depository		
Passport OGRN Other	Series	No	-3	
Pledgor		Pledgee		
Signature		Signature		
Individual / person specified in the bank card Signature		Individual / person specified i Signature	<u>a</u>	
Individual specified in the bank card		Individual specified in the bar	nk card	
Sea	l here		Seal here	

Details of previous pledge agreements.  Consent of the previous pledgee to register subsequent pledge (if so provided for during registration of the previous pledge)					
1. Previous pledgee			- 0 - 7		
□ Passport □ OGRN □ Other	for individuals: last, fil	rst and patronymic name / for le	egal entities: short official name	No	
Securities Account No	_ Subaccount No	99	with Depository No.		
Pledge Agreement (previous)		No	dated "	"	
Agreed:					
Signature Individual / person specified in the bank card	Signat		ied in the bank card		
marviduai / person specified in the bank card		muividuai specii	led in the bank card		Seal here
2. Previous pledgee					_
☐ Passport ☐ OGRN ☐ Other	for Individuals: last, fil	rst and patronymic name / for le Series	gai entities: short official name	No.	
Securities Account No Pledge Agreement (previous)	Subaccount No	M-	with Depository No.	,,	<u>~</u>
Agreed:		No	dated "	2 =	
Signature	Signat	ture			
Individual / person specified in the bank card	Olgital		ied in the bank card		
					Seal here
3. Previous pledgee	for individuals: last, fi	rst and patronymic name / for le	egal entities: short official name		
☐ Passport ☐ OGRN ☐ Other				No	
Securities Account No	Subaccount	No	with Depo	sitory No.	
Pledge Agreement (previous)		No.	dated "	,,	
Agreed:				* **	
Signature	Signat				
Individual / person specified in the bank card		Individual specif	ied in the bank card		Seal here
4 Previous pledgee					Scar nere
4. Previous pledgee	for individuals: last, fi	rst and patronymic name / for le	egal entities; short official name		
☐ Passport ☐ OGRN ☐ Other		Series			2
Securities Account No	_ Subaccount No	Ma	with Depository No.	,,	
Agreed:		No	aated "		
Signature	Signat	turo			
Individual / person specified in the bank card			ied in the bank card		
				Seal here	
Official remarks regarding document acceptance at service location No					
	Registra	tion No			
Date	st name signature				

### Registration of assignment of pledgee's rights

Registration of assignment	PR-05.1 Form			
Details of the pledgee that t	ransfers the rights			
Passport OGRN Other Series	egal entities: short official name No.			
	_with Depository No			
Details of the pledgee that a	acquires the rights			
Passport OGRN Other Series	legal entities: short official name $No.$			
Securities Account No Subaccount No	with Depository No			
Details of the p	ledgor			
Depositor	gal entities: short official name			
Passport DOGRN D OtherSeries	No			
Securities Account No Debited Subaccount Cred Custody location (IRS name)	ited Subaccountwith Depository No			
Securities de				
Securitiessecurities issuer, securities kind (shares, bonds, et	z.), type (ordinary, preference)			
Registration numberISIN	-			
The state of the s	) pcs.			
Transaction b				
Assignment of Rights Agreement				
Initial pledge agreement	dated ""			
Attached documents, additional information to the Instruction				
Action of decimated in the includion of the includion				
Transaction Initiator (apart from the Depositor) ☐ Authorized Officer	☐ Lawful Representative ☐ Depository			
Name / last, first and patronymic name of the Transaction Initiator				
□ Passport □ OGRN □ Other Series				
Signature Individual / person specified in the bank card who transfer rights	Signature			
	The second control of			
Signature Seal here Individual specified in the bank card	Signature Seal here Individual specified in the bank card			
Consent of the pledgor to register the assignment of rights agreement (if so provided for in the instruction to register pledge/subsequent pledge)				
SignatureIndividual / person specified in the bank card	Signature Seal here			
Official remarks regarding document acceptance at service location No.				
Registration No.				
registration no				
Date /				

# to terminate the pledge right (when pledgor has performed its obligations to the pledgee)

Pledgor details  Depositor			PR-06 Form		
Passport   OGRN   Other   Series   No.					
Securities Account No	Depositor	last first and natronumin name / for land antition short afficial na-			
Securities Account No	□ Passport □ OGRN □ Other	ress, иты анто револутите патте / ног regar emitters. sinon onician nattre Series	No.		
Debited Subaccount Custody location (IRS name)  Pledgee    Passport   OGRN   Other   Series   No.	V-				
Debited Subaccount Custody location (IRS name)  Pledgee    Passport   OGRN   Other   Series   No.	Securities Account No.	with De	epository No		
Pledgee	Debited Subaccount	Credited Subaccount	92 See See See See See See See See See Se		
Securities Account NoSubaccount Nowith Depository No	Custody location (IRS name)				
Securities Account NoSubaccount Nowith Depository No	Pledgee				
Securities Account No	for individuals:	last, first and patronymic name / for legal entities: short official name	N-		
Securities  Securities  Securities  Registration number  ISIN  Number of securities (figures and in words)  Transaction basis  Transaction amount (figures and in words)  Attached documents, additional information to the Instruction  Transaction Initiator (apart from the Depositor)  Authorized Officer   Lawful Representative   Depository  Name / last, first and patronymic name of the Transaction Initiator    Securities details	☐ Passport ☐ OGRN ☐ Other	Series	No		
Securities  Securities  Securities  Registration number  ISIN  Number of securities (figures and in words)  Transaction basis  Transaction amount (figures and in words)  Attached documents, additional information to the Instruction  Transaction Initiator (apart from the Depositor)  Authorized Officer   Lawful Representative   Depository  Name / last, first and patronymic name of the Transaction Initiator    Securities details	Securities Account No.	Subaccount No. with D	epository No.		
Securities    Securities   Secu		war b			
Securities    Securities   Secu					
Number of securities (figures and in words)	~				
Number of securities (figures and in words)	Securities	securities issuer securities kind (shares bonds etc.) tune (nordinary nore)	ference)		
Transaction basis  Transaction amount (figures and in words)  Attached documents, additional information to the Instruction  Transaction Initiator (apart from the Depositor)	Registration number	ISIN			
Transaction basis  [(basis name and details)]  Transaction amount (figures and in words)  Attached documents, additional information to the Instruction  Transaction Initiator (apart from the Depositor)	Number of securities (figures and in words)		-		
Transaction basis  [basis name and details]  Transaction amount (figures and in words)  Attached documents, additional information to the Instruction  Transaction Initiator (apart from the Depositor)	(ngm s and in words)		) ncs		
Transaction amount (figures and in words)  Attached documents, additional information to the Instruction  Transaction Initiator (apart from the Depositor)	-				
Transaction amount (figures and in words)	Transaction basis				
Transaction amount (figures and in words)					
Attached documents, additional information to the Instruction  Transaction Initiator (apart from the Depositor)		(basis name and details)			
Attached documents, additional information to the Instruction  Transaction Initiator (apart from the Depositor)					
Transaction Initiator (apart from the Depositor)					
Name / last, first and patronymic name of the Transaction Initiator	Attached documents, additional information to	the Instruction	<del></del>		
Name / last, first and patronymic name of the Transaction Initiator					
Name / last, first and patronymic name of the Transaction Initiator	Transaction Initiator (apart from the Depositor.	) Authorized Officer Lawful Repres	entative Depository		
1549 (1973) (1974) - 1640 (1974) (197	**************************************		953855455132730000		
		Series			
Pledgor Pledgee	Pledgor		Pledgee		
Signature Signature		s	ignature		
Individual / person specified in the bank card  Individual / person specified in the bank card			\$500,000 pts (0.00) \$100 \$100 \$100 \$100 \$100 \$100 \$100 \$		
Signature Signature  Person specified in the bank card  Person specified in the bank card					
	Seal here		Seal here		
0.11	Seal here		Seal here		

Details of the existing pledge agreements				
1. Pledgee				
☐ Passport ☐ OGRN ☐ Other	for individuals: last, first and patronymic name. Series	HIGH THE WASHING OF A DWITTMAN TO NOT HIGH WASHINGTON AND AND AND AND AND AND AND AND AND AN	No	
	Subaccount No			
Pledge Agreement	No	dated "		
2. Pledgee				
AS 192 SE 193 SE				
☐ Passport ☐ OGRN ☐ Other	Series		No	
Securities Account No	Subaccount No	with Depository No		
Pledge Agreement	No	dated "		
3. Pledgee				
☐ Passport ☐ OGRN ☐ Other	Series _		No	
Securities Account No.	Subaccount No.	with Depo	sitory No	
Pledge Agreement	No	dated "		
4. Pledgee		~	20 20	
853 85-85	for individuals: last, first and patronymic name		9993	
☐ Passport ☐ OGRN ☐ Other	Series _		_No	
Securities Account No	Subaccount No	with Depository No.		
Pledge Agreement	No	dated "		
Official roman	s regarding document acceptan	an at convince location No.		
Official remark	s regarding document acceptan	ce at service location No.	<del></del>	
	Registration No			
Date	/			
	ials, last name signature			

(If the pledgor fails to perform its obligations to the pledgee) PR-06.1 Form

□ to terminate pledge rights along with simultaneous transfer to/from Securities Accounts

□ to terminate pledge rights along with simultaneous withdrawal from record-keeping and custody

	Pledgor details	3		
Depositor	nst, first and patronymic name / for legal entities: full official name			
☐ Passport ☐ OGRN ☐ Other	Series	No		
Securities Account No.	Credited Suba	with Depository No ccount		
Plates				
	ast, first and patronymic name / for legal entities: short official name			
Passport OGRN Other	Subsequent No.	No with Depository No		
Securities Account No	_ Subaccount No	with Depository No		
	etails of the Counterparty's S he pledge is terminated along with simultan			
for individuals: I	ast, first and patronymic name / for legal entities: short official name	No		
Securities Account No.	Depositing Subaccount	No with Depository No		
Custody location (IRS name)				
	Correspondent accoun	nt details		
	the pledge is terminated along with simulta			
Depository/registrar/issuer	where the contractor opened an ac	count		
Person, in whose name the securities / cus	for individuals: last, first an	d patronymic name / for legal entities: short official name		
☐ Passport ☐ OGRN ☐ Other	Series	_No		
Securities/Customer Account No.	Subaccount No.	Depositor code / registered entity		
Account type: ☐ Owner ☐ Nomine		depository/registrar-encoded code		
	20 mm / 10 mm	21 (SUASCESCA)		
Securities Account Owner	Counterparty details (recei	ver of securities)		
Securities account No.	for individuals: last, first and patronymic name / for legal entities: shor	official name		
Securities account No	Subaccount No	Depositor code Depositor code depositor code		
Details of the actu	ial securities receiver (to be complete	ed if the actual receiver is not the counterparty)		
RF resident RF nonresident* TIN	ho ontitu	any)		
For individuals / for legal entities	ne enaty			
	Securities detai	le .		
Securities	Securities detai	15		
800 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	securities issuer, securities kind (shares, bonds, etc.), ty,	pe (ordinary, preference)		
Registration number Number of securities (figures and in words)	ISIN			
		) pcs.		
	Transaction bas	i.		
	Transaction bas	ols .		
Transaction amount	(basis description and details)			
Transaction amount	numbers and in words	-		
Attached decuments, additional information to the Instruction				
Attached documents, additional information to	the Instruction			
Transaction Initiator (apart from the Depositor)	☐ Authorized Officer ☐ Lawful F	Panrasentativa		
Name / last, first and patronymic name of the Ti		representative in Depository		
☐ Passport ☐ OGRN ☐ Other	Series	No		
Pledgor		Pledgee		
Signature		Signature		
Individual / person specified in the bank card Signature		Individual / person specified in the bank card Signature		
Individual specified in the bank card		Individual specified in the bank card		
Seal here		Seal here		

Details of the valid pledge agreements and consent of the previous pledgee				
1. Pledgee				
□ Becomed □ OCBN □ Other		name / for legal entities: short official name No.		
Securities Account No.	Subaccount No.	with Depository No	=	
Pledge Agreement	No.	dated ""		
20100 MMN 1			-	
Previous pledgee provided its consent				
Signature	Signature		Seal here	
Individual / person specified in the bank card	Indiv	idual specified in the bank card	Oddinoro	
2. Pledgee		name / for legal entities: short official name		
☐ Passport ☐ OGRN ☐ Other				
Securities Account No.	Subaccount No	with Depository No		
Pledge Agreement	No.	dated ""		
			-	
Previous pledgee provided its consent				
0:1	0: 1		016	
Signature Individual / person specified in the bank card	Signature	idual specified in the bank card	Seal here	
3. Pledgee				
		name / for legal entities: short official name		
☐ Passport ☐ OGRN ☐ Other	Series	No.		
Diedge Agreement	Subaccount No	with Depository No dated ""		
Fledge Agreement	NO	uateu	*	
Previous pledgee provided its consent				
Signature	Signature		Seal here	
Individual / person specified in the bank card				
4. Pledgee				
	for individuals: last, first and patronymic	name / for legal entities; short official name		
☐ Passport ☐ OGRN ☐ Other	Series	No		
Securities Account No	_Subaccount No	with Depository No dated ""		
Pleage Agreement	NO	dated	-	
Previous pledgee provided its consent				
Signature	Signature_		Seal here	
Individual / person specified in the bank card	Indiv	idual specified in the bank card	odarnord	
Official remarks regarding document acceptance at service location No				
Registration No				
Date	1			
initials, las	t name signature	<del></del>		

(in case of out-of-court foreclosure on the securities by the pledgee)

□ to terminate pledge rights along with simultaneous transfer to/from Securities Accounts
□ to terminate pledge rights along with simultaneous withdrawal from record-keeping

Details of the pledgor					
Depositor					
□ Passport         □ OGRN         □ Other					
Securities Account No with Depository No					
Debited SubaccountCredited Subaccount					
Custody location (IRS name)					
Pledgee (for individuals: last, first and patronymic name / for legal entities: short official name)					
(for individuals: last, first and patronymic name / for legal entities: short official name)  Passport OGRN Other Series No					
Securities Account No. Subaccount No. with Depository No.					
Pledge agreement No dated					
0					
Counterparty's details (completed when the pledge is terminated along with simultaneous transfer to/from Securities Accounts)					
Depositor					
□ Passport □ OGRN □ Other No					
Securities Account No Credited Subaccount with Depository No					
Custody location (IRS name)					
Correspondent account details					
(completed with the pledge is terminated along with simultaneous withdrawal from record-keeping)					
Depository/registrar/issuer(where the account is opened)					
Person, in whose name the securities / customer account is opened_ (for individuels: last, first and patronymic name / for legal entities: full official name)					
□ Passport         □ OGRN         □ Other					
No. of securities / customer accountSubaccount NoDepositor code / registered entity					
Account type: Owner Nominee Trustee Other					
Counterparty details (receiver of securities):					
Securities Account Owner					
Securities Account NoSubaccount NoDepositor code					
Details of the actual securities receiver (to be completed if the actual receiver is not the counterparty)					
☐ RF resident ☐ RF nonresident* ☐TIN(if any)					
Last, first and patronymic name / Full name of the entity					
For individuals / for legal entities					
Securities details Securities					
(securities issuer, securities kind (shares, bonds, etc.), type (ordinary, preference))  Registration number					
Number of securities (figures and in words)					
) pcs.					
Transaction basis					
(description, details)					
Transaction amount					
Attached documents, additional information to the Instruction					
Pledgee					
Signature Signature					
Individual / person specified in the bank card  person specified in the bank card  Seal here					

Details of the pledge agreements and consents of the previous pledgees (completed if this condition is provided for in the pledge agreement)					
1 Pladas					
1. Pledgee	for individuals: last, first and patro	nymic name / for legal entities: si	hort official name		
☐ Passport ☐ OGRN ☐ Other	<u> </u>	Series	-J	No.	
Securities account No.					
Pledge agreement		No	dated "_		"
Previous pledgee provided its conser	nt				
Signatura	Signaturo				
Signature	Signature rd person spec	cified in the bank card			
2. Pledgee	for individuals: last, first and patro	nymic name / for legal entities: s	hort official name		
☐ Passport ☐ OGRN ☐ Other				No	
Securities account No.					
Pledge agreement					
Previous pledgee provided its conser		· Control Control of a			
Signature_   Individual / person specified in the bank car	Signature	cified in the bank card			
marradary person spesified in the bank can	a porcon oper	Silica III tilo balik oara			
3. Pledgee					_
				N.	
Passport OGRN Other  Securities account No					
Pledge agreement					
Previous pledgee provided its conser		. INU	uaieu _		
Frevious pieugee provided its consei					
Signature	Signature				
Individual / person specified in the bank car	rd person spec	cified in the bank card			
4. Pledgee					
	for individuals: last, first and patro				
☐ Passport ☐ OGRN ☐ Other					
Securities account No	_ Subaccount No				
Pledge agreement		No	dated "_		<u>"</u>
Previous pledgee provided its conser	nt				
Signature	Signature				
Individual / person specified in the bank car		cified in the bank card			
Official rema	arks regarding document				
	Registratio	n No	_		
		1			
Date	initials, last name	signat	ure		-

List of securities *	page

No. of the	securities	account	used to in	itiate a transaction	with depository						
Item				Registration number		umber of securities					
number	S	S		and Issuer	(f	(figures and in words)					
	ORS	PRS	В								
1	2	3	4	5		6					
signature of the individual				20	Signatures of the individuals specified in the bank card  ""20	Official remarks regarding document acceptance at service location No					
Signature						Registration No					
*ORS – ordinary registered shares, PRS – preference registered shares, B – bonds				PRS – preference	Seal here	Date initials, last name signature					

Item No.

Seal here

		To: Bank GPB (JSC)							
from									
	located at the address:								
				,					
		telephone securities account No							
	AUTHORIZE	IST OF EMPLOYEES ED TO TRANSFER AND ENTS AT THE DEPOSIT							
ı	Last name, first name, patronymic name	Identification document (No., series, issued by,	Specimen signature of the employee						
	and position of the employee	issued on)	the employee						
				20					
1	head of the legal entity (last, firs	t and patronymic name)	signature						

APPLICATION  for acceptance of securities issue / foreign financial instrument for depo	ository services
city ""	20
dated	
Last, first and patronymic name / Full name of the entity	,
Last, first and partonymic name / I thi name of the entity	1
Identity document (series, number, issued by, issued on) / registration document:	
residing at the following address/located at:	
Securities account No with Depository No	-
I hereby request you to accept the following for depository services:	
1. Securities issue:	
Name of securities	
Issue No	
You are hereby requested to (select the option):  ☐ Open a nominee account in the name of Bank GPB (JSC) with	
(name of the external record-keeping system)	
☐ Use the nominee account opened in the name of Bank GPB (JSC) with NSD to transfe	r securities from the registrar
2. Foreign financial instrument: Name:	
Name of the foreign financial institution that carries out record keeping of the rights to this	
instrument:	
signature	/printed name
	F
	Seal here
Official remarks regarding document acceptance at service location No	
Date initials, last name / signature	

3B-03 Form

					3D-03 F0III			
APPLICATION for opening a subaccount of the trade nominee account of Bank GPB (JSC) with NSD								
city of l	Moscow		££ 77		_20			
		D-1-7-	-04- T-1		) ( F			
Mama	of the Trader enerating at the M	Details (	orthe frac	er operating at the	Moscow Exchange			
Name	of the Trader operating at the M	oscow Exchange_						
	(	full name of the entity	y)					
Code of	f the Trader operating at the Mos	scow Exchange						
E-mail:	address of the Trader							
				Trade	r's Customer details			
	(Full name of the le	gal entity / last, first a	and patrony	mic name)				
Securi	ties account No.							
	I hereby request you to open a si	shaccount of the tr	rade nom	inee account				
	c GPB (JSC) with NSD:	souccount or anc a	iauc nom	mee account				
OI Dalla	COLD (33C) WILL NSD.							
	D							
	Blocked for clearing at NSD. Su	baccount type C.						
_								
	Blocked for clearing at NSD.							
	□ type A	□ type B		☐ type C				
	31	7.						
	Blocked for clearing at NSD. Se	curity						
_	_	□ type B		□ trees C				
	□ type A	ц туре в		☐ type C				
				_/	/			
		(signature	()	(print	ted name)			
		` `	_	\u00e4	,			
	Official remarks rega	rding document accer	ntance at se	ratice location No.				
	Official remarks rega	rumg document accep	piance at se	TVICE IOCATION TVO				
Annlic	cation accepted "	20 Re	egistration	ı No				
1 Ppin			-Broadioi					
		,			,			
signati		/						
	(signature)		(pri	nted name)				
			Ma	rk to confirm the	subaccount opening			
Opene	ed subaccount No.							
1	·				I			

To Gazprombank (Joint Stock Company)

			d patronymic name, identification document details)
			ount No
	Customer Tax So	tatus Statement	i
Please be informed to	that over the last 12 cons	ecutive months 1	prior to this statement:
resident in com			Federation and I am deemed a tax or the purposes of calculation and
resident in com	_		deration and I am deemed a tax non- or the purposes of calculation and
Attached please find	the document copies on	pages.	
Customer signatur –	e:		
	Signature		Customer initials and last name
		Date:	20
Official remark	ks regarding document accepta	nce at service locatio	on No
	Registration No.		
Date initial	s, last name signature		
	-,		

## Cover Letter<sup>1</sup>

	(full name of the legal entity)							
(depository name/number)  following documents (specify the purpose of document submission ☑)								
	for opening a Securities Account and making a depository contract for resident legal en	tities	3					
	for making changes in the documents submitted earlier							
	for replacing the specimen signature and seal imprint card							
	for other purposes:							
ij	n compliance with the list attached:							
4	Document name	Original	Certified copy	Number of pages				
1.	Notarized card containing a specimen seal imprint and signatures of persons authorized to sign documents							
2.	Copies of orders to appoint legal entity's employees specified in the card containing a specimen seal imprint and signatures of persons authorized to sign documents							
3.	Powers of Attorney that specify that the legal entity has granted authority to initiate depository transactions to persons other than employees of this legal entity							
4.	Notarized copies of the minutes (resolutions) to appoint (elect) the sole executive body and other persons who can be appointed (elected) in compliance with Russian law or the Articles of Association of the Depositor if these persons are specified in the specimen seal imprint and signature card or notarized extracts from the above minutes							
5.	The document regarding TIN (taxpayer's identification number) assignment - a certificate or a notice (if the certificate was issued earlier)							
6.	Statistics Data document issued by the authorized body of the Russian Federation or a notarized copy of such document							
7.	Originals or notarized copies of the licenses (permits) issued to the Depositor to undertake licensed activities that are directly related to the legal capacity of the legal entity and opening of a relevant securities account							

The Cover Letter should be executed in two (2) copies.

	Document name	Original	Certified copy	Number of pages
8.	Original or a notarized copy of the extract from the Unified State Register of Legal Entities with the date of issue by the tax authority no later than 30 (thirty) calendar days prior to the date of submission to the Depository			
9.	Copies of the constituent documents of the legal entity including all changes and amendments contained in the Unified State Register of Legal Entities and issued (certified) by the tax authority at the location (place of keeping) of the registration dossier of the legal entity or notarized copies of these documents			
10.	Notarized copy of the Certificate of Entry in the Unified State Register of Legal Entities (for companies registered prior to July 1, 2002) or the Certificate of State Registration of the Legal Entity (for companies registered after July 1, 2002)			_
11.	Notarized copy of the agreement by the Bank of Russia for the persons who act as the sole executive body or senior accountant - to be submitted by credit institutions			
12.	Letter of the legal entity drafted in any format, signed by the head of the legal entity and certified with the legal entity's seal to confirm that the permanent executive authority or the person authorized to act on behalf of the legal entity without a power of attorney is actually located at the registered address of the legal entity			_
13.	Power of Attorney that confirms the right of the legal entity's representative to deliver Securities Account Instructions and relevant documents to the Depository and receive statements and reports on Depository Transactions or the list of such persons (FR-01 Form), if such actions will be performed by a person that has no right to act on behalf of the legal entity by virtue of the power of attorney and the Articles of Association			_
	Other documents			
		2.22	-1- '	-4
ion o	f the authorized officer of the company signature	ınıtı	iais, la	ist nam
		7		
	d last name of the Bank employee that accepted documents as per the list signate	_		

## Cover Letter<sup>1</sup>

	(full name of the legal entity)			-	
foll	(depository name/number) owing documents (specify the purpose of document submission ☑)				
	for opening a Securities Account and making a depository contract for non-resident	t leg	al en	tities	
	for making changes in the documents submitted earlier				
	for replacing the specimen signature and seal imprint card				
	for other purposes:				
i	in compliance with the list attached:				
1	Document name		Original	Certified copy	Number of pages
	Notarized card with seal imprint and samples of signatures of persons authorized		_		
1.	to sign documents serving as the grounds for performing securities transactions and making entries in respect of the Depositor's Securities Account (interlinear translation shall be allowed)				-
2.	Authorized signatories' book or property drafted power of attorney along with consular certification or apostille (if available)	ī			
3.	Notarized copies of the documents (resolutions to appoint or elect to the position, resolutions of assumption to office, powers of attorney and resolutions of the directors to issue powers of attorney) that confirm the powers of persons whose signatures are contained in the specimen seal imprint and signature card and who are authorized to open a securities account and perform securities account transactions on behalf of the non-resident legal entity				
4.	Notarized copy of the state registration (incorporation) document issued by the registration authority (an extract from the trade register or any other document that confirms the legal status) in compliance with the law of the country of location of the foreign legal entity				
5.	Copies of the constituent documents in compliance with the law of the country of location of the foreign legal entity				
				=	

<sup>&</sup>lt;sup>1</sup> The Cover Letter should be executed in two (2) copies.

	Document name	Original	Certified copy	Number of pages
7.	Letter from the legal entity drafted in any format, signed by the head of the non-resident legal entity and certified with the legal entity's seal to confirm that the permanent governance body or any other body or person authorized to act on behalf of the legal entity without a power of attorney is actually located at the registered address of the legal entity			
8.	Certificate (Registered Agent's Certificate, Certificate of Incumbency, another document), issued by the registered agent or the corporate secretary of the foreign legal entity, certifying that all submitted documents have not undergone any changes as of the current date given that they were issued no later than 30 (thirty) days prior to the submission date			
9.	Power of attorney that confirms the right of the representative of the non-resident legal entity to deliver Securities Account Instructions and relevant documents to the Depository and receive statements and reports on Depository Transactions, if these actions will not be performed by the head of the legal entity, acting by virtue of the Articles of Association, duly certified, legalized/apostilled and translated into Russian or a list of such persons (FR-01 Form)	0		
10.	Other documents			
sition o Date	f the authorized officer of the company signature	ini	tials, l	ast name
itials an	d last name of the Bank employee that accepted documents as per the list signat	ture		
Registra	ation No. Date			

KT Form

# Sample signature and seal imprint card

Customer (account owner)	Bank's mark				
		(signature	:)		
	\\	20			
Location	_				
phone number	 				
Bank Bank GPB (JSC)		 Other marks			
<sub>_</sub>					
		Reverse si	de		
Ac	ccount N	o			
(Short name of the customer (account owner))					
Last name, first name, Sample patronymic signature					

 $\begin{array}{c} \text{Date of completion} \\ \text{Signature of the customer (account} \\ \text{owner)} \\ \\ \text{Place for certification of signatures} \\ \end{array}$ 

Seal imprint

# PROCEDURE FOR FILLING IN SAMPLE SIGNATURE AND SEAL IMPRINT CARD

- 1. The fields on the face of the card shall be filled in as follows:
- 1.1 In the "Customer (account owner)" field:

the customer specifies the full name in compliance with its constituent documents. If the account is opened for a legal entity to carry out transactions by its branch or representative office, it is required to specify the full name of the legal entity in compliance with its constituent documents, put a comma and then specify the full name of the separate division in compliance with the Separate Division Regulations approved by the legal entity. If the account is opened for a legal entity for its branch, representative office to perform transactions, the full name of the legal entity shall be specified in accordance with its constituent documents, and then, after a comma, the full name of the standalone unit shall be specified in accordance with the regulations on the standalone unit approved by the legal entity;

1.2. In the "Location" field:

the customer specifies the address (location) of the permanent executive body (if the legal entity has no permanent executive body - another body or person that is entitled to act on behalf of the legal entity without the power of attorney) at which communication with the legal entity shall take place. If the functions of the sole executive body of the customer, being a legal entity, are performed by a management company or a manager, the customer shall additionally specify the location address of the management company or the address of residence (registration) or permanent residence of the manager.

- 1.3. In the "Phone Number" field the customer shall specify the phone number at which communication with the legal entity takes place. Several telephone numbers of the customer may be specified.
- 1.4. In the "Bank" field, make a comment: directly specify the full name of the Bank or Bank GPB (JSC). This field may be left blank.
  - 2. The fields on the reverse side of the card shall be filled in as follows.
- 2.1. In the "Short name of the customer (account owner)" field, the customer shall specify its short name in accordance with its constituent documents or the short name of the branch, representative office of the legal entity in accordance with the regulations on the branch, representative office approved by the legal entity.
- 2.2. In the "Last, first and patronymic name" field specify full last, first and patronymic (if any) names of the authorized signatories.
- 2.3. In the "Specimen signature" field the authorized signatories shall put their handwritten signatures next to their last, first and patronymic (if any) names.
- 2.4. In the "Date of completion" field, the customer shall specify the day, month and year when the card is filled in.
  - 2.5. In the "Signature of the customer (account owner)" field specify the following:

the handwritten signature of the sole executive body of the customer (legal entity) or the person who performs the duties of the sole executive body that, is accordance with the law and the constituent documents, acts as a representative of the legal without the power of attorney;

the handwritten signature of the manager (sole executive body of the management company) in case the powers of the sole executive body of the customer have been transferred to a manager (management company) in compliance with the procedure set out by Russian law;

the handwritten signature of the person who represents the customer and acts by virtue of the power of attorney issued for opening an account. This field shall also specify the number (if any) and the date of the relevant power of attorney.

2.6. In the "Seal imprint" field, the customer shall provide a clear imprint of its seal.

In the "Account No.," "Bank mark" fields and in the "Other Marks" field, the Bank may specify the account number assigned, other data and information that the Bank may require.

To: Bank GPB (JSC)

## APPLICATION

to determine the combination of signatures of the individuals authorized to sign depository documents and specified in the card with samples of signatures and seal imprint

city		. 22	20
hereby requests to accept depos individuals specified in the card of persons authorized to sign dep combinations:	name of the entity)  sitory documents in respect of dated  pository documents and beautiful decimals and be	of all securit 20 w aring a seal	ies accounts signed by the ith samples of signatures of imprint in the following
<ol> <li>two signatures - any one individual from Group groups); or</li> </ol>	nust be determined with no any individual specified in the consignature of an individual from 2 (specify last, first and path the discretion of the legal en	ard; or om Group 1 a cronymic nam	nd any one signature of an
Manager (position)	(signature)		(last name, initials)

Seal here

# Statement of

the individual in whose interests the securities rights are exercised and (or) who exercises the	e securi	ties ri	ghts
Date city			
Depositor details:			
Full name of the entity / last, first and patronymic name)	_		
Registration document / identification document (type of document, series, number, i	issued	by,	issued
Location / Registration address			
Securities account No with Depository No		Intern	ational
identification code	. 41. T		
For the purposes of compliance with the legal requirements of the Russian Federation Bank GPB (JSC) submits data on the individual, in whose interests the securities rights are exerc			
exercises the securities rights, and confirms that the data contained herein are true, full and up-		_	) wno
This application is valid in respect of all securities of all issuers that are registere			cified
Depositor's securities account and/or in respect to all requests of the senior depositories			
(specify);			
submission of data required to generate a list of securities holders (person in wi	hose is	nteres	ts the
securities-related rights are exercised):			
submission of data required to generate a list of persons who exercise securities-related			
submission of data of the person who exercises the rights associated with securitie	es recor	rded o	n the
agent's securities escrow account.			
In case of any changes in the data contained herein, the Depositor of Bank GPB (JSC) s	shall su	ıbmıt	a new
application that contains updated information.  This application (3B-BJI) is valid prior to receipt of a new application or a written can	oo11atic	n not	ice har
Bank GPB (JSC).	сепапс	II IIOL	ice by
Details of the individuals in whose interests the securities rights are exercised and (or)	who ex	ercis	es the
securities rights:			
Full name of the entity / last, first and patronymic name)			
	_		
Registration document / identity document (document type, series, number, iss	sued	by,	issued
on)	_		
Location / Registration address	_		
	_		
Securities account (for the person who exercises the rights associated with securities recorded on the ager	mt's som	wition	
account)	nt s sect	iriues	esciow
Additional information (if any)			
Traditional miorization (if any)			
(last, first and patronymic name and			
(signature)			
position of the authorized officer of the Depositor) Seal here			
Official remarks regarding document acceptance at service location No.			
Registration No.			
Avegant attout 110.			
Data initials last name signature			

# Application for taking part in the corporate action General Meeting of Securities Holders

(expression of will)

Date	City
Depositor details:	
Last, first and patronymic name / Full name of the entity	
Identification document (series, number, issued by, issued on) / registr	ration document
Registered address / location	
TIN Securities account No. with Deposi	
Securities account No. with Deposi	tory No.
Securities details:	
Securities	
Securities specify the securities issuer, name of	of securities
Registration number ISIN	CFI
Number of securities, pcs. (figures and in words)	
Corporate action data:	
Corporate action reference	
Corporate action type identifier	
Corporate action date	
Date and time of registration	
Depositor's expression of will:	
Results of voting on agenda of the general m (specify item number and votin	
	• •
Additional information (if our	
Additional information (if any)	
I hereby confirm that:	
<ul> <li>I have sufficient information to make a decision on this</li> </ul>	
I agree not to raise any demands or claims against Bank  And the second of the se	GPB (JSC) in case of any financial losses related
to the corporate action undertaken by the issuer or its agents;  I have the right to take part in this corporate action in co	ampliance with the terms specified in the corporate
action materials and I comply with the terms of performance of this corpo	
specified in the corporate action materials.	
(last, first and patronymic name of the individual	(signature)
/position of the authorized officer)	Seal here
Official remarks regarding document acceptance at servi	ce location No.
Registration No.	
region and 170.	
Data initials lost name	
Date initials, last name signature	

# Application<sup>1</sup> for taking part in the corporate action General Meeting of Securities Holders

city	date
Depositor details:	
Full name of the entity	
Registration document	
Registered address	
International identification code (LEI)	TIN
Securities account No wit	th Depository No.
Securities details:	
Securities	
specify the securitie	s issuer, name of securities
Registration number ISIN	CFI
Corporate action data:	
Corporate action type identifier	
Corporate action date	
	25-1.4
Details of the individual who exercises the securities	-
Last, first and patronymic name / Full name of the legal entire	ty
Identification document (series, number, issued by, issued on	n) / registration document
Residing at the address / registered address	
TIN	
Data on the expression of will of the person who ex	tercises the voting right
Results of voting on agenda of	f the general meeting of the securities holders
(specify item nur	mber and voting result)
Additional information (if any)	
· · · · · · · · · · · · · · · · · · ·	
I hereby confirm that the data provided herein is consistent with	the data, including expression of will, submitted by my clients.
(last, first and patronymic name of the individual	(signature)
/position of the authorized officer)	Seal here
Official remarks regarding document acc	centance at service location No
Registration	n No
Ţ	
Date initials, last name signature	

<sup>&</sup>lt;sup>1</sup> ZV-GL-KL application is provided separately for each person who exercises the voting right.

ZV-CORP-KL Form

# Application for taking part in the corporate action / revocation of the submitted application of the clients<sup>1</sup> of nominee holders, foreign nominee holders

Date	city
Depositor details:	
Full name of the entity	
Registered address	
International identification code (LEI)	TIN
Securities account No.	with Depository No
Securities details:	
Securities	specify the securities issuer, name of securities
Registration number	ISINCFI n words)
(	
Corporate action reference Corporate action type identifier Corporate action date	
Date and time of registration (if a	ny)
Details of the individual who exer	cises the securities rights:
Last, first and patronymic name / Full n	ame of the entity
Identification document (series, number Registered address / location	, issued by, issued on) / registration document
TIN_ Securities account No	with Depository No.
The Depositor of Bank GPB (JSC)	hereby states (select one of the options provided):
that it takes part in the corp	
Select one of the options provided:	
dated December 26, 1995;	curities in compliance with article 41 of Federal Law No. 208-FZ On Joint Stock Companies
December 26, 1995;	a Legal Entity in compliance with article 72 of Federal Law On Joint Stock Companies dated
No. 208-FZ On Joint Stock Comp	
□ Voluntary Proposal to Purchase C No. 208-FZ On Joint Stock Comp	Over 30% of Shares of a Public Company held in compliance with article 84.1 of Federal Law panies dated December 26, 1995;
☐ Mandatory Proposal to Purchase Shares of the Public Joint Stock C December 26, 1995	Shares of a Public Joint Stock Company and Other Issue-Grade Securities Converted into Company pursuant to article 84.2 of Federal Law No. 208-FZ On Joint Stock Companies dated
•	ovide the required information in compliance with the terms of the corporate action including
the selected option to take part in the corpo	orate action)
	See continuation on the reverse
	See continuation on the reverse

<sup>&</sup>lt;sup>1</sup> ZV-CORP-KL application is provided separately for each person who exercises the securities rights.

I hereby confirm that the exercise of rights listed herein is associated with restriction of the rights to dispose of securities.

I hereby confirm that the data provided herein is consistent with the data submitted by my clients.

(last, first and patronymic name of the individual /position of the authorized officer)

Official remarks regarding document acceptance at service location No. \_\_\_\_\_\_

Registration No. \_\_\_\_\_\_

signature

Date

initials, last name

3В-КОРП Form

# Application for taking part in the corporate action / revocation of the submitted application

Depositor details:	city		
Last, first and patronymic name / Full name of the entity			
Last, first and patronymic name / run name of the entity			
Identification document (series, number, issued by, issued on) / reg	sistration document		
Registered address / location			
TIN			
Securities account No with Dep	ository No.		
	•		
Securities details:			
Securities			
specify the securities issue	r, name of securities		
Registration number ISIN ISIN	CFI		
Number of securities, pcs. (figures and in words)			
Company action date:			
Corporate action data:			
Corporate action reference			
Corporate action type identifier			
Date and time of registration (if any)			
The Depositor of Bank GPB (JSC) hereby states (select on	e of the options provided):		
that it takes part in the corporate action to			
Select one of the options provided:			
☐ Preemptive Right to Purchase Securities in compliance with	article 41 of Federal Law No. 208-FZ On Joint Stock Companies		
dated December 26, 1995;			
☐ Purchase of Placed Securities by a Legal Entity in compliance	e with article 72 of Federal Law On Joint Stock Companies dated		
December 26, 1995;  Buy-out of Securities by a Legal Entity at the Request of the S	thereholders in compliance with articles 75 and 76 of Enderal Law		
No. 208-FZ On Joint Stock Companies dated December 26, 1			
☐ Voluntary Proposal to Purchase Over 30% of Shares of a Pub			
No. 208-FZ On Joint Stock Companies dated December 26, 1	995;		
□ Market Brown to Brown of Bills I did S			
Mandatory Proposal to Purchase Shares of a Public Joint States of the Public Joint Stock Company recognition actions	tock Company and Other Issue-Grade Securities Converted into 84.2 of Federal Law No. 208-FZ On Joint Stock Companies dated		
December 26, 1995	54.2 of Federal Law No. 206-F2. On Joint Stock Companies dated		
Other corporate actions			
Additional information, if any (provide the required informati	on in compliance with the terms of the comprate action including		
the selected option to take part in the corporate action)	on at companies with the terms of the corporate action including		
are serected option to take part in the corporate action)			
The Depositor takes part in the corporate action, has sufficient info			
raise any demands or claims against Bank GPB (JSC) in case of any is register holder and senior depository.	inancial losses due to corporate actions undertakes by the issuer,		
register holder and semor depository.			
(last first and natromenic name of the individual	(-i-matura)		
(last, first and patronymic name of the individual /position of the authorized officer)	(signature) Seal here		
Official remarks regarding document acceptan	ce at service location No.		
Registration No			
Data initials but some simple	-		

# Statement of the repurchaser and its affiliates that do not take part in the corporate action (buy back) date **Depositor details** (select the option): repurchaser affiliate Last, first and patronymic name / Full name of the entity Identification document (series, number, issued by, issued on) / registration document Registered address / location \_ OGRN (for legal entities) Securities account No. \_\_\_ \_\_\_\_ with Depository No. \_\_ Securities details: Securities specify the securities issuer, name of securities Registration number Number of securities, pcs. (figures and in words) Corporate action data: Corporate action reference Corporate action type identifier \_ Corporate action date Date and time of registration Additional information (if any) (last, first and patronymic name of the individual (signature) /position of the authorized officer) Seal here Official remarks regarding document acceptance at service location No.

Registration No.

Date

initials last name

Applicat	nons to report the fact of im accounts and fo	iposing a seizure / i oreign nominee acc	_
Appli	ication to report that a seizure was impo	osed Application to	report that a seizure was lifted
Date			City
Depositor			
Full name of Registration	the legal entitydocument		
	ddress		
International	l identification code	TIN	
Securities ac	count No.	with Depository No.	
Securities			
Securities	enenify the serv	rities issuer, name of securities	
State registra			CFI
	ecurities, pcs (figures and in words)		
(			)
_	seizure details (specify)		
	to exercise the voting right to provide information		
_	to sell		
	to buy		
	to receive yield on securities		
	er		
Additional	information		
imposing / lif	ise of any seizure of a trade account, it is ting seizure. eby confirm that the data provided herein	-	-
	patronymic name of the individual ae authorized officer)	(	(signature) Seal here
	Official remarks regarding document acc	eptance at service location N	D
	Registration	No	
Data		signature	
Date	muais, iast name	signature	

 $<sup>^{34}</sup>$  3B-AP form application is provided separately for each person, whose securities have been seized.

3В-ДОП Form

### APPLICATION OF AN INDIVIDUAL FOR PROVISION OF ADDITIONAL INFORMATION (mailing address and/or telephone number)

City			201		
I,		(last, first and patrony			
		(last, first and patrony	nic name)		
Identification docume	ent details				
Series	number	issued b	у		
Date of issue		subdivision co	de		
Do hereby provide m	y:				
Mailing address:					
Country		postal code			
Region		d	listrict		
Locality		street	· 		
House number	build	ling	apartment		,
Contact phone number	er:				
	signature		printed nan	ıe	
	Official remarks reg	arding document acceptan	ice at service location	No	
66 29	20	last name, initials		signature	

To Gazprombank (Joint Stock Company) from
(last, first and patronymic name)
Identification document:,
(identification document details)
residing at the following address:
Depositor's Application for Changes to the Personal Details Provided in the Questionnaire/Bank Details Please update:
☐ Personal details¹ of the depositor of Bank GPB (JSC) Depository due to replacement of the identification document (passport, other document) and/or change of the registered residence address and/or temporary residence address.
Notarized copy of <b>all</b> the pages of the passport is attached; Notarized copy of the document confirming change of last/first/patronymic name is attached (in addition to the passport copy in case of changes to the last/first/patronymic name); Notarized copy of the certificate confirming registration at the residence/temporary residence
address is attached (required whenever the place of residence/temporary residence is not indicated in the identification
document);
☐ Notarized copy of another document is attached (required in case of relevant changes)
$\square$ Bank details used for payment of income generated by securities.
<ul> <li>□ Copy of the identification document is attached<sup>2</sup>;</li> <li>□ Bank details are attached (certificate/statement/information printout from the bank)</li> </ul>
or ☐ Bank account details³:
Russian bank:
Bank BIC
Bank's correspondent account
Name of branch / division (if any)
Bank (current) account number / deposit account / bank card account
Dank (earten) decount numeer / deposit decount/ oam eard decount
Foreign bank:
Number of the Applicant's bank account opened with a foreign bank and denominated in the currency of the Russian Federation
Name of the foreign beneficiary bank
SWIFT/BIC of the foreign beneficiary bank
Name and branch / division number of the foreign bank (if any)
Account number of the foreign bank branch / division with the beneficiary bank (if branch / division is in place)
Name of the Russian intermediary bank
Russian intermediary bank BIC
Foreign beneficiary bank's correspondent account with the Russian intermediary bank
Attachments: copies of documents on pages.
Depositor's signature:
Last, first and patronymic name Depositor's last name (handwritten by the Depositor)
Date: "_ " 20

<sup>&</sup>lt;sup>1</sup> In case of changes to the personal details provided in the questionnaire, notary's certification is required to certify the authenticity of the Depositor's signature.

<sup>&</sup>lt;sup>2</sup> Copy of the passport (another identification document) shall be provided when only the bank details are changed, not personal details. Copy of the certificate confirming registration at the residence/temporary residence address shall be provided if the place of residence/temporary residence is not indicated in the passport.

<sup>&</sup>lt;sup>3</sup> Specify bank details if a statement or information printout from the Depositor's account bank is unavailable.

3B-SWIFT Form

#### APPLICATION

for using the interbank communication and payment system for documents exchange (Society for Worldwide Interbank Financial Telecommunication, SWIFT)

City		44 77		201	
		(full name o	f the entity)		
		(run name o	i die diaty)		
State registrati Name of regis	ion number (OGRN)_ tration authority and place of regi	stration	date of state	registration	
represented by	,				
	ne of				
	ount No.	v	vith Deposito	ory No	
SWIFT code of	of the depositor				
used for transf	ereby declare that the Society for er of instructions and other depositions with the depository services term	itory document	ts when inter	acting with Gazpromb	ank (Joint Stock Company)
	signature		1	printed signature	Seal here
	Official remarks regarding doc	ument acceptar	nce at service	e location No.	
Registration N	lo				
date	last name, initials			signat	ure .

signature

## APPLICATION

for using the Financial Messaging System of the Bank of Russia (SPFS) for documents exchange.

City		44 77	201		
	(ful	l name of the legal	entity)		
State registration number (Oo Name of registration authorit		date	of state registration		_
	, <b>F</b>			<del>_</del>	
represented by					,
acting by virtue of					-
Securities account No.		with D	epository No		-
We hereby declare t instructions and other deposit the depository services terms	ory documents when int	eracting with C			
signature		_	printed name	Seal	here
Official Registration No.		ment acceptano	e at service location No	·	

last name, initials

Last name, first name and patronymic	
Identity document (series, number, issued by, issued on)	-
Application	
(select one of the options provided)	
for transfer of coupon yield to the Customer Account	
is danser of coupon yield to the outcomer freedom	
Please transfer coupon yield generated by foreign-currency denominated subordinated bor	nds of
Bank GPB (JSC) placed at Moscow Exchange, for which Russian Ruble is used as the settle	
currency for purchase, coupon yield payment and redemption transactions (hereinafter, the "Bonds	
Customer Account No, opened under Brokerage Ser	
Agreement No dated with Bank GPB (JSC). Other payments relat	
securities should be made in accordance with the method specified in the banking details question	naire.
•	
for refusal to transfer coupon yield to the Customer Account	$\neg$
1 1	
I hereby declare that I refuse to receive coupon yield generated by the Bonds on Cus	tomer
Account No, opened under Brokerage Services Agreemen	t No.
dated with Bank GPB (JSC).	
Note: after information on the refusal to transfer coupon yield to the Customer Account is uploaded	to the
Depository Books of Record, the Bank will transfer the coupon yield generated by the Bonds in accordance	e with
the method and to the account specified in the banking details questionnaire. If, on the date of Applicati	on for
refusal ZV-KUP, the banking details questionnaire specifies that all payments should be transferred	to the
Customer Account, the Brokerage Customer may also change the transfer method by way of submitting	a new
banking details questionnaire.	
"	20
signature printed name	
Remarks regarding document acceptance at service location No.	
Application accepted on ""20 Registration No	]
signature / /	
(signature) (printed name)	

170

Annex 2 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

# List of Documents to be Submitted by Customers to Open a Securities Account

- 1. **Individuals** shall submit:
- Self-Certification Forms for FATCA/CRS Purposes
- documents listed in Annex 7 hereto;
- certificate of registration with a taxation body (if available);
- Information on:
- any Beneficial Owners, Beneficiaries and Representatives in the volume specified in the legislation of the Russian Federation (in case the Depositor has Beneficial Owners/Beneficiaries/Representatives);
- the purposes of establishing and the supposed nature of the business relations with the Bank, and the purposes of financial and business activities, financial status and business reputation.
- 2. Unincorporated entrepreneurs, as well as persons engaged in private practice in compliance with the procedure stipulated in the legislation of the Russian Federation shall submit the following documents:
  - Self-Certification Forms for FATCA/CRS Purposes
  - documents listed in Annex 7 hereto;
  - certificate of registration with a taxation body;
  - certificate of state registration of an individual as a individual entrepreneur;
- licenses (patent) issued to a individual entrepreneur or a person engaged in private practice within the procedures established in the legislation of the Russian Federation granting the right to carry out licensable types of activities (activities regulated by means of issuing a patent) that are directly related to the legal capacity of the person (entrepreneur) and the opening of the relevant Securities Account:
- the original or a notary certified copy of an abstract from the Uniform State Register of Individual Entrepreneurs certified with a seal of a taxation body, or a notary certified copy. The term for submitting the abstract (copy) to the Bank shall not exceed 30 (thirty) calendar days from the day it is issued by the registration body;
- for notaries order on the appointment and license (notarized copy or copy certified by the Bank);
  - Information on:
- any Beneficial Owners, Beneficiaries and Representatives in the volume stipulated by the legislation of the Russian Federation;
- the purposes of establishing and the supposed nature of the business relations with the Bank, and the purposes of financial and business activities, financial status and business reputation, the origin of the cash funds.
- 3. Legal entities being residents of the Russian Federation shall submit the following documents:
- 3.1. Their Charter, with all amendments and supplements thereto registered with the USRLE, in any of the following forms:
  - original (including electronic original) copy; or
  - notarized copy; or
  - copy certified by issuing body; or
  - electronic original copy printed and notarized; or

- original copy for the Bank to make a photocopy thereof.
- 3.2. The card with seal imprint and sample signatures of persons authorized to sign documents that serve grounds for securities transactions and making entries on the Depositor's Securities (the Card), in any of the following forms:
  - notarized original copy; or
  - original copy certified by the authorized employee of the Bank; or
  - notarized copy;

or notarized power of attorney bearing the sample signature of the authorized person.

- 3.3. Powers of attorney issued to Customer's Representatives authorized to sign documents that serve grounds for securities transactions and making entries on the Depositor's Securities Account, in any of the following forms:
  - original copy; or
  - notarized copy; or
- copy certified by the Customer, along with the original document for review (the copy may be certified by any officer of the Customer, without producing a relevant authorizing document); or
  - original copy for the Bank to make a photocopy thereof.
- 3.4. Resolution of the general meeting of shareholders/members on election/appointment of the sole executive body (in case the Charter or amendments thereto refer such election/appointment to the competence of the general meeting of shareholders/members), in any of the following forms:
  - original copy; or
  - notarized copy; or
- copy certified by the Customer, along with the original document for review (the copy may be certified by any officer of the Customer, without producing a relevant authorizing document); or
  - extract from the document certified by:
  - a notary; or
  - meeting chairman and/or secretary; or
  - other authorized persons of the Customer (with the indication of full name and position of the certifying person, handwritten signature, certification date and seal imprint, if any). A relevant authorizing document shall be presented to the Bank; or
  - original copy for the Depository to make a photocopy thereof.
- 3.5. Resolution (or an extract therefrom) of the meeting of the board of directors on election/appointment of the sole executive body (in case the Charter or amendments thereto refer such election/appointment to the competence of the meeting of the board of directors), in any of the following forms:
  - original copy; or
  - notarized copy; or
- copy certified by the Customer, along with the original document for review (the copy may be certified by any officer of the Customer, without producing a relevant authorizing document); or
  - extract from the document certified by:
  - a notary; or
  - meeting chairman and/or secretary; or
  - other authorized persons of the Customer (with the indication of full name and position of the certifying person, handwritten signature, certification date and seal imprint, if any). A relevant authorizing document shall be presented to the Bank; or
  - original copy for the Bank to make a photocopy thereof.

- 3.6. The extract from the USRLE issued by a taxation body no later than a date 30 (thirty) calendar days before the date of submitting it to the Depository<sup>27</sup>, in any of the following forms:
  - original copy; or
  - notarized copy.<sup>28</sup>
- 3.7. Licenses (permits) granted to the Depositor for those types of business that are subject to licensing, and relevant to the legal entity's capacity and the Securities Account, in any of the following forms:
  - notarized copy; or
- copy certified by the Customer, along with the original document for review (the copy may be certified by any officer of the Customer, without producing a relevant authorizing document); or
  - original copy for the Bank to make a photocopy thereof.
- 3.8. Identification document or information on identification documents in accordance with Annex 7 hereto in respect of persons specified in the card with seal imprint and sample signatures of persons entitled to sign documents, and identification documents of Representatives that deliver Instructions in respect of the Securities Account to the Depository, in any of the following forms:
  - notarized copy; or
  - original copy for the Bank to make a photocopy thereof.
  - 3.9. Information on:
- the Beneficial Owners, Beneficiaries and Representatives in the volume established by the Bank:
- the purposes of establishing and the supposed nature of the business relations with the Bank, and information on the purposes of financial and business activities, financial status and business reputation, the origin of the cash funds;
- measures countering the legalization (laundering) of proceeds from crime and financing of terrorism to be submitted by a credit institution; and
  - Self-Certification Forms for FATCA/CRS Purposes;
  - related persons and persons controlling the Depositor.

The Depository may request the Depositor to submit other documents, including for the purposes of establishing the legal capacity of the Depositor and the powers of the persons acting on behalf of the Depositor.

- 3.10. In order to confirm the changes in information and documents submitted to the Bank when concluding a new agreement and/or updating information under an existing agreement, the Customer may submit original documents and/or electronic copies thereof signed by the Customer's ENQES or EQES, as listed in para 3.1, 3.3–3.7 of this Annex.
- 3.11. Electronic copies of documents signed by ENQES or EQES may be accepted by the Bank, provided that all of the following requirements are met:
- Documents in electronic form are received through "Client-Bank. WEB," "Depository-Customer" or another electronic document management system agreed by the Parties, or from the Customer's e-mail address notified by the Customer to the Bank, in the free format document with an attachment, signed by the electronic signature of the sole executive body of the corporate Customer or a person authorized thereby;
  - An electronic document is presented as a color scanned image;

<sup>&</sup>lt;sup>27</sup> In case the timelines for reviewing documents submitted to open the Securities Account are extended for reasons controlled by the Customer, and the mentioned period expires, a new abstract may be requested from the Customer.

<sup>&</sup>lt;sup>28</sup> The extract may be downloaded from the official website of the Federal Tax Service of Russia at <a href="https://service.nalog.ru/vyp/">https://service.nalog.ru/vyp/</a> (including using the ID Bank-SMEV system).

- The powers of the person who sent the electronic document have been verified (the Bank has documents confirming the powers of the sole executive body or the authorized person of the Customer);<sup>29</sup>
  - The electronic copy is made from the original document.<sup>30</sup>
- **4. Legal entities not resident in the Russian Federation**<sup>31</sup> shall submit the following duly certified documents, legalized/apostilled and translated into the Russian language:
- 4.1. Their charter documents, with all amendments and supplements thereto registered in their jurisdiction of registration, in any of the following forms:
  - original copy; or
  - notarized copy;
  - 4.2. The Card in any of the following forms:
  - notarized original copy; or
  - original copy certified by the authorized employee of the Bank; or
  - notarized copy;

or notarized power of attorney bearing the sample signature of the authorized person.

The Bank may accept, instead of the Card, a sample signature book, in case such sample signature book is stipulated by the laws of a foreign legal entity's jurisdiction.

- 4.3. Resolution on election/appointment of the person authorized to act on behalf of the non-resident Customer, in any of the following forms:
  - original copy; or
  - notarized copy; or
- 4.4. Powers of attorney issued to representatives authorized by the non-resident Customer to open securities accounts with the Depository and originate transactions on securities accounts; resolutions taken by the non-resident Customer directors to issue the above powers of attorney, in any of the following forms:
  - original copy; or
  - notarized copy;
- 4.5. State registration (incorporation) document issued by a registration authority (an abstract from the trade register or other document confirming the legal status) in accordance with the legislation of the country where the foreign legal entity is located, in any of the following forms:
  - original copy; or
  - notarized copy.
- 4.6 Extract from the trade or bank (for banks) register or other documents confirming information on governance bodies of the non-resident legal entity, the composition of the shareholders (members) and their locations, in any of the following forms:
  - original copy; or
  - notarized copy; or
  - copy certified by the issuing body.

<sup>&</sup>lt;sup>29</sup> Power of Attorney of the Customer's Representative certifying and delivering the documents must at the same time grant the below powers:

<sup>-</sup> entry into and/or amendment and/or performance of the Agreement (or transactions/agreements); and

<sup>-</sup> certification of documents, copies of documents and their submission to the Bank.

In case the Customer's Representative has similar powers, the documents may be accepted as agreed with the Legal Department.

<sup>&</sup>lt;sup>30</sup> If technically feasible, the charter can be provided with a note that the identity of the electronic document has been confirmed, and the qualified electronic signature has been verified by a notary, tax authority, or MFC.

<sup>&</sup>lt;sup>31</sup> In respect of foreign unincorporated organizations the Bank individually determines the list of documents required for Identification as well as depending on the law of the jurisdiction of such organization.

- 4.7. A certificate (Registered Agent's Certificate, Certificate of Incumbency, another document) issued by a registered agent, a corporate secretary of the foreign legal entity that all the documents submitted have not undergone any change as of the current date, issued not later than 90 (ninety) days before the date of submitting them, in any of the following forms:
  - original copy; or
  - notarized copy.
- 4.8. Identification document or information on identification documents in accordance with Annex 7 hereto in respect of persons specified in the card with seal imprint and sample signatures of persons entitled to sign documents, and identification documents of Representatives that deliver Instructions in respect of the Securities Account to the Depository, in any of the following forms:
  - notarized copy; or
  - original copy for the Bank to make a photocopy thereof.
  - 4.9. Information on:
- the Beneficial Owners, Beneficiaries and Representatives in the volume stipulated by the legislation of the Russian Federation;
- the purposes of establishing and the supposed nature of the business relations with the Bank, and information on the purposes of financial and business activities, financial status and business reputation, the origin of the cash funds;
- measures countering the legalization (laundering) of proceeds from crime and financing of terrorism to be submitted by a foreign bank;
  - Self-Certification Forms for FATCA/CRS Purposes;
  - related persons and persons controlling the Depositor.
- 4.10. An application in any format signed by the head of the non-resident legal entity willing to open a Securities Account of a foreign nominee holder that confirms that the foreign legal entity may, pursuant to its personal law, keep record of and transfer rights to the securities;
- 4.11. An application in any format signed by the head of the non-resident legal entity willing to open a Securities Account of a foreign chartered holder confirming that the foreign legal entity, pursuant to its personal law, may, while being no owner of the securities, perform on its behalf and in behalf of other persons any juridical and physical acts with the securities, and exercise rights in respect of the securities.
- 4.12. Persons in whose name the Securities Account of an investment partnership is opened (the authorized managing partner) shall, in addition to the documents listed in this annex, provide the investment partnership agreement that confirms the powers of the authorized managing partner.

The Depository may demand that the Depositor (non-resident legal entity) should submit other documents for the purposes of establishing the legal capacity of the Depositor and the powers of the persons acting on behalf of the Depositor.

Annex 3 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

# **Depository Reporting Forms**

Item No.	Name of the Reporting Form	Form
1.	List of accepted instructions and documents	ОП
2.	Administrative transaction completion report	OB-02
3.	Depositor/Authorized person details change transaction completion report	0B-02-A
4.	Inventorial transaction completion report	OB-03
5.	Securities Account registration transactions report	ОВ-03.Н
6.	Rejection to accept/execute an Instruction/Application	OB-04

OП Form



# LIST of accepted instructions and documents

Bank GPB (JSC	accepts from(last name, first na	ame and patronymic / company nam	e)		
Passport	Other	series		No	
	(document name)				
The following In	nstructions and documents:				
1.			pcs. on	1	ages
	(document name)	(quantity)	-		
2.	(document name)	(quantity)	pcs. on _	1	oages
3.			pcs. on _	1	ages
	(document name)	(quantity)	_		5
4	(document name)	(quantity)	pcs. on _	1	oages
5.	(useument same)		nos on		20,700
J	(document name)	(quantity)	pcs. on _	I	oages
6.			pcs. on _	1	ages
7	(document name)	(quantity)			
7	(document name)	(quantity)	pcs. on _	1	oages
8.			pcs. on _	1	ages
	(document name)	(quantity)	_		_
A countral for					
Accepted by	(Bank employee's title)				
	(last name, first name, patronymic of the Bank employee)	-	(si	gnature)	
	embackeri				(
			(f Ol	0.02)	
A	Administrative transaction c	completion repor	rt (form Ol	3-02)	

# TRANSACTION COMPLETION REPORT

**Transaction:** type of transaction

Transaction number: transaction number

**Date of transaction day of transaction completion:** date [Date of business day of transaction completion: date]

Transaction Originator: Company name/surname, name, patronymic [registration document/ other

data]

Report recipient: Company name/surname, name, patronymic [registration document/ other data]

[Status: Instruction status]

[Grounds for rejection: grounds for rejection]

### **Securities Account details**

Depository: Depository

Securities Account number: Securities Account number [account: account] [Information on the account: status / additional information / comment]

Depositor: Company name/surname, name, patronymic

Identification data of the Depositor: Registration document / Other data

#### **Securities Subaccount details**

Subaccount number Number

[Purpose **Purpose**]

[Information on the subaccount: status / additional information / comment]

### Information on the operator/agent

Operator/agent/: Company name/surname, name, patronymic

Identification data of the Depositor: registration document / other data

Term of powers of the authorized person:

Additional information

Report generation date: date

Responsible officer of Bank GPB (JSC): initials, surname

Employee issuing the report: full name, signature

form OB-02-A

Depository name Depository address Depository registration document

## DETAILS CHANGE TRANSACTION COMPLETION REPORT

Transaction: "CUSTOMER FORM EDITING'

Transaction number: transaction number

Date of transaction day of transaction completion: date [Date of business day of transaction completion: date]

Transaction Originator: Company name/surname, name, patronymic [Registration

document/ Other data]

Report recipient: Company name/surname, name, patronymic [Registration document/

Other data]

[Status: Instruction status]

[Grounds for rejection: Grounds for rejection]

Detail name	Old details	New details

#### Additional information

**Report generation date:** Date

Responsible officer of Bank GPB (JSC): initials, surname

Employee issuing the report: full name, signature

#### **Inventorial transaction completion report (form OB-03)**

Bank GPB (JSC) form OB-03

Depository name Depository address

Depository registration document

# TRANSACTION COMPLETION REPORT/ INSTRUCTION STATUS NOTICE

**Transaction:** type of transaction

Transaction number: transaction number

Date of transaction day of transaction completion: date [Date of business day of transaction completion: date] [Date of commencement of Instruction processing]

Transaction Originator: Company name/surname, name, patronymic [registration document/ other

data]

**Report recipient: Company name/surname, name, patronymic** [registration document/ other data]

[Status: Instruction status]

[Grounds for rejection: grounds for rejection]

#### **Securities Account details**

Depository: Depository

Securities Account number: Securities Account number [account: account] [Information on the account: status / additional information / comment]

Subaccount number **number** [Purpose **purpose**]

[Information on the subaccount: status / additional information / comment]

[Customer account code code]

Depositor: Company name/surname, name, patronymic

Identification data of the Depositor: Registration document / Other data

#### **Corresponding securities account details**

Depository: Depository

Securities Account number: Securities Account number [account: account] [Information on the account: status / additional information / comment]

Subaccount number [number] [Purpose Purpose] [Information on the subaccount: status/ additional information / comment]

[Customer account code [Code]]
Depositor: Company name / full name

Identification data of the Depositor: Registration document/ Other data

#### Pledgee securities account details

Depository: Depository

Securities account number number

Depositor company name/surname, name, patronymic

-Identification data of the Depositor: registration document / other data

#### Securities

Issuer: name

Securities name: name [/additional information on the issue]

Securities registration number: registration number

Number of securities, pieces number (number in words)

#### Additional information

[Type of transaction or another ground Type of transaction or another ground]

[Transaction amount and date Transaction amount and date]

Additional information

Report generation date: date

Responsible officer of Bank GPB (JSC): initials, surname

Employee issuing the report: full name, signature

Bank GPB (JSC) form OB-03.H

Depository name Depository address Depository registration document

### SECURITIES ACCOUNT REGISTRATION TRANSACTIONS REPORT<sup>32</sup>

Securities Account number: Securities Account number:

Account: account

[Information on the account: status/ additional information/ comment]

Securities Account owner: name

Identification data of the securities account owner: registration document/ other data

Report generation date: date

From [date] and till the moment when the statement was made [data], this securities account was involved in the following transactions:

Issuer: name

Securities name: name [additional information on the issue]

Securities registration number: registration number Securities Custody Place: securities custody place As of [date] opening balance: number of securities

 or [auto] open	mg curumer m	annoci oi secui	10100							
Opening	Transaction	Transaction	Closing	Transaction	Instruction	Transaction	Type of	Securities	Type of deal or	Additional
balance,	credit,	debit,	balance,	number	number	date	transaction		another ground	information
pieces	pieces	pieces	pieces							
Opening	Transaction	Transaction	Closing	Transaction	Instruction	Transaction	Type of	Securities	Type of Securities	Additional
balance,	credit,	debit,	balance,	number	number	date	transaction		transaction	information
pieces	pieces	pieces	pieces							
Opening	Transaction	Transaction	Closing	Transaction	Instruction	Transaction	Type of	Securities	Type of Securities	Additional
balance,	credit,	debit,	balance,	number	number	date	transaction		transaction	information
pieces	pieces	pieces	pieces							

As of [date] closing balance: number of securities

Responsible officer of Bank GPB (JSC): initials, surname

Employee issuing the report: full name, signature

<sup>&</sup>lt;sup>32</sup> An entry certifying that the report does not confirm rights to securities shall be included in the text of the report if the Customer requests the report as of the current business day.

### REJECTION TO ACCEPT/EXECUTE AN INSTRUCTION/APPLICATION

Outgoing No	OB-04 Form
Rejection issued	
Rejection issued	
L to accept	
to perform	
Instruction/Application_ Instruction/Application details (for example, transaction name, date, registration number (if any))	
- Instruction / Application details (for example, transaction name, date, registration number (it airy))	_
Cause of rejection with a reference to the provisions of the laws of the Russian Federation if th has to do with a breach of the laws of the Russian Federation, and (or) the Terms and Condition Procedure to remedy the cause of rejection:  1	ns. —
20 Authorized officer of Bank GPB (JSC): initials, last name	
2. 2. (1. 2. ). Initiality 1450 1461	
Employee who issued the rejection: Initials, last name, signature	

Annex 4 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

### **Statements, Certificates, and Information Notice Forms**

Item No.	Name of the reporting form	Form
1.	Securities Account statement	ВП-01
2.	Securities Account statement as of the beginning of the current business day	ВП-01.1
3.	Securities Account statement (detailed)	ВП-02
4.	Securities Subaccount statement	ВП-03
5.	Statement of the Securities Account regarding securities kept record of on specific grounds	ВП-04
6.	Abstract from the transactions register	ВП-06
7.	Abstract from the securities credit and debit transactions register	ВП-07
8.	Certificate on registered collaterals	СП-01
9.	Certificate of depository agreement	СП-ДД
10.	Information notice	ИНФ-ШП

### **SECURITIES ACCOUNT STATEMENT**

Issuer: name Securities name: name Securities registration	e number: registration number		
-			
This stateme	ent is a document evidencing to securities account [did not	that as of [the moment of gene have] had the [following] se	•
Securities Account	owner: Company name/surna of the securities account owne	-	her data
Lintormation on the	account: status / additional ir	nformation / comment	

		number	pieces
name	name	registration number	number (in words)
name	name	registration number	number (in words)
		. 6	

[This statement does not confirm rights to securities.]<sup>33</sup>

Responsible officer of Bank GPB (	( <b>JSC</b> ):
Initials, surname, signature	SEAL

<sup>&</sup>lt;sup>33</sup> An entry certifying that the statement does not confirm rights to securities shall be included in the text of the statement if the Customer requests it as of the current transaction day.

Bank GPB (JSC) form  $B\Pi\text{-}01.1$ 

Depository name Depository address Depository registration document

# SECURITIES ACCOUNT STATEMENT as of the beginning of the current business day Date

as of the beginning of the current business day Date
Securities Account number: Securities Account number Account: account
[Information on the account: status / additional information / comment]
Securities Account owner: Company name/surname, name, patronymic
Identification data of the securities account owner: Registration document / Other data
Statement generation date: Date
This statement is a document evidencing that as of the beginning of the current business day dat the securities account [did not have] had the [following] securities [of the specified issuer and name registered
This statement was issued for the purposes of sending a proposal to introduce items on the agenda/ proposal on nominating candidates to governance bodies and other bodies of the company request to convene an extraordinary general meeting.
Issuer: name Securities name: name Securities registration number: registration number

Issuer	Securities name	Securities registration number	Number o securities, pieces	of
name	Name	registration number	number (in words)	

**Responsible officer of Bank GPB (JSC):** Initials, surname, signature

### SECURITIES ACCOUNT STATEMENT (DETAILED)

Securities Account number: Securities Account number:

Account: account

[Information on the account: status/ additional information/ comment] Securities Account owner: Company name/surname, name, patronymic

Identification data of the securities account owner: registration document/ other data

**Statement generation date: date** 

This statement is a document evidencing that as of [the moment of generating the statement | end of the day] date the securities account [did not have] had the

[following] securities registered

Issuer	Securities name	Securities registration number	Number of securities, pieces
name	name	registration number	number (in words)
name	name	registration number	number (in words)

Including: Subaccount: Number [Information on the subaccount: purpose/status/add. information]

Issuer	Name	Securities registration number	Customer account	Number of securities, pieces	Additional information/Comment
name	name [Securities Custody		[Customer	number (in words)	additional information/comment
	Place/additional	number	account]		
	information on the issue]				
name	name [Securities Custody	registration	[Customer	number (in words)	additional information/comment
	Place/additional	number	account]		
	information on the issue]				

[This statement does not confirm rights to securities.]<sup>34</sup>

Responsible officer of Bank GPB (JSC):

Initials, surname, signature

<sup>&</sup>lt;sup>34</sup> An entry certifying that the statement does not confirm rights to securities shall be included in the text of the statement if the Customer requests it as of the current business day.

### SECURITIES SUBACCOUNT STATEMENT

Securities Account number: Securities Account number:

Account: account

[Information on the account: status/ additional information/ comment] Securities Account owner: Company name/surname, name, patronymic

Identification data of the securities account owner: registration document/ other data

**Statement generation date: date** 

This statement is a document evidencing that as of [the moment of generating the statement | end of the day] date the securities subaccount [did not have] had the [following] securities registered

Subaccount: Number [Information on the subaccount: purpose/status/add. information]

Issuer	Securities name	Securities registration number	Customer account	Number of securities, pieces	Additional information/Comment
name	name [securities custody place/add. information on the issue]	registration number	[Customer account]	number (in words)	additional information/comment
name	Name [securities custody place/add. information on the issue]	registration number	[Customer account]	number (in words)	additional information/comment

[This statement does not confirm rights to securities.]<sup>35</sup>

**Responsible officer of Bank GPB (JSC):** 

Initials, surname, signature

<sup>&</sup>lt;sup>35</sup> An entry certifying that the statement does not confirm rights to securities shall be included in the text of the statement if the Customer requests it as of the current transaction day.

### SECURITIES ACCOUNT STATEMENT ON SECURITIES KEPT RECORD OF ON SPECIFIC GROUNDS, GROUNDS [SUBACCOUNT PURPOSE]

Securities Account number: Securities Account number:

Account: account

[Information on the account: status/ additional information/ comment] Securities Account owner: Company name/surname, name, patronymic

Identification data of the securities account owner: registration document/ other data

**Statement generation date: date** 

Issuer: name

Securities name: name

Securities registration number: registration number

Total securities of this type in the securities account: number (in words)

Securities Custody Place: securities custody place

This statement is a document evidencing that as of [the moment of generating the statement | end of the day] date the securities account [did not have] had the

[following] securities registered on the grounds of grounds

Subaccount No. [/customer account No.]	Number of securities, pieces	Additional information
Subaccount[/Customer	number (in words)	additional information
account]		
Subaccount[/Customer	number (in words)	additional information
account]		

[This statement does not confirm rights to securities.]<sup>36</sup>

Responsible officer of Bank GPB (JSC): Initials, surname, signature

<sup>&</sup>lt;sup>36</sup> An entry certifying that the statement does not confirm rights to securities shall be included in the text of the statement if the Customer requests it as of the current transaction day.

### ABSTRACT FROM THE TRANSACTIONS REGISTER

Securities Account number: Securities Account number:

Account: account

[Information on the account: status / additional information / comment] Securities Account owner: Company name/surname, name, patronymic

Identification data of the securities account owner: registration document / other data

### Statement generation date: date

This abstract is a document confirming that from [date] to [the moment when the abstract was generated | end of the day] [date] the following Instructions with regard to [administrative/registration/information] transactions were registered, [the status of transactions with regard to which is: [completed/pending/erroneous]

Book of records/ transaction No.	Date of registration	Type of Instruction	Book of records/ Account/Subaccount (debit)	Book of records/ Account/Subaccount (credit)	Registration number of securities	Number of securities	Type of deal or another ground	Date of performance	Status
Number	date	type	subaccount code	subaccount code	registration number of securities / custody office	number	grounds	date	status
Number	date	type	subaccount code	subaccount code	registration number of securities / custody office	number	grounds	date	status

Responsi	ble of	ficer o	f Ban	k GP	B (JSC):
----------	--------	---------	-------	------	----------

Initials, surname, signature

Bank GPB (JSC) form BΠ-07

Depository name Depository address Depository registration document

# ABSTRACT FROM THE TRANSACTIONS REGISTER CREDIT AND DEBIT TRANSACTIONS REGISTER

Securities Account number: Securities Account number:

Account: account

[Information on the account: status/ additional information/ comment] Securities Account owner: Company name/surname, name, patronymic

Identification data of the securities account owner: registration document/ other data

**Statement generation date: date** 

This abstract is a document confirming that from [date] to [the moment when the abstract was generated] [date] the following transactions were performed

| no transactions were performed

Issuer: name

Securities name: name [additional information on the issue]

Securities Custody Place: securities custody place Securities registration number: registration number

As of [date of commencement of the period], opening balance: number of securities

Opening	Transaction	Transaction	Closing	Transaction	Transaction	Type of Securities transaction	Type of deal or another ground	Additional information
balance, pieces	credit, pieces	debit, pieces	balance, pieces	number	date			
Opening	Transaction	Transaction	Closing	Transaction	Transaction date	Type of Securities transaction	Type of Securities transaction	Additional information
balance, pieces	credit, pieces	debit, pieces	balance, pieces	number				
Opening	Transaction	Transaction	Closing	Transaction	Transaction date	Type of Securities transaction	Type of Securities transaction	Additional information
balance, pieces	credit, pieces	debit, pieces	balance, pieces	number				

[There were no transactions were performed over the period from [date of beginning of period] to [date of end of period].]

As of [date of end of the period], closing balance: number of securities

Responsible officer of Bank GPB (JSC)

SEAL

Initials, surname, signature

### CERTIFICATE ON REGISTERED COLLATERALS

Securities Account number: Securities Account number:

Account: account

[Information on the account: status/ additional information/ comment] Securities Account owner: Company name/surname, name, patronymic

Identification data of the securities account owner: registration document/ other data

Certificate generation date: date Certificate generation time: time

This certificate is a document evidencing that as of [the moment of generating the certificate | end of the day] [date] the owner of the securities account was [not] the registered pledgor | pledgee of the [following] securities

Issuer: name

Securities name: name [additional information on the issue]

Securities registration number: registration number

Issuer	Securities name	Securities registration number	Number of securities, pieces	Information on the collateral	Pledgor/ Pledgee	Securities account in which the securities are kept record of
name	name [/additional information on the issue]	registration number	number in words	information on the collateral	Pledgor/ pledgee	Securities account in which the securities are kept record of
name	name [/additional information on the issue]	registration number	number in words	information on the collateral	Pledgor/ pledgee	Securities account in which the securities are kept record of

**Responsible officer of Bank GPB (JSC):** 

|SEAL |

Initials, surname, signature



BANK GPB (JSC) DEPOSITORY
16 Nameskima St., bldg.1, 117420 Moscow, RUSSIAN FEDERATION
Tel./Fax: +7 (495) 913 -74 -74
GENERAL LICENSE OF THE CENTRAL BANK OF RUSSIA: No. 354 Issued by the Central Bank of Russia on December 29, 2014

### Certificate of Depository Contract

Depositor:		
Certificate issue date:	Last, first and p	patronymic name / name of the entit CO
Bank GPB (JSC) hereby notifies of the conclusion on "		
of a depository contract in accordance with Article 428 of the C		_
way of accession to the Depository Services Terms and Condition  Additional information (if required)		
Authorized officer of Bank GPB (JSC)	In	itials, last name



ИНФ-ШП form

BLANK GPB [JSC] DEPOSITIORY
16 Notwetkins St., bidg, 1, 117420 Moscow, RUSSIAN FEDERATION
Tel./Fasc +7 (493) DL1 -74 -74
GENERAL LICENSE OF THE CENTRAL BANK OF RUSSIA: No. 354 Issued by the Central Bank of Russia on 29 December 2016

### INFORMATION NOTICE

	Dail	ly notice		Monthly no	otice		
		dated ""	_	dated ""			
	of	penalty/bonus calculated by ICS	D/NSD	of penalty to be paid by the Depositor / bonus to be transferred to the Depositor			
	(drafted on the basis of notice No dated (drafted on the basis of data received by Bank GPB (JSC) from ICSD/NSD for the period from "" to						
		ICSD/NSD)			_		
	Deposito						
S	ecuritie	s account					
	No.	Field name	Va	lue	Comment		
	1.	Registration number and date of the Depositor's instruction in			Settlement location: (NSD or Euroclear Bank S.A.)		

No.	Field name	Value	Comment
1.	Registration number and date of the Depositor's instruction in Bank GPB (JSC) books of record		Settlement location: (NSD or Euroclear Bank S.A.)
2.	Transaction	☐ securities acceptance for record- keeping ☐ withdrawal of securities from record-keeping	
3.	Securities details:		Specify: securities issuer, securities kind (shares, bonds, etc.), type (ordinary, preference), registration number, ISIN
4.	Number of securities (figures)		
5.	Identifier: Penalty/bonus		Bonus or penalty
6.	Penalty/bonus type		Type of penalty/bonus accrued  LMFP – late matching fail penalty  SEFP – settlement fail penalty
7.	Intended settlement date		

1

8.	Penalty/bonus computation date	
9.	Counterparty name	
10.	Penalty/bonus amount	Penalty/bonus amount and currency as calculated by European ICSDs on the penalty/bonus computation date
11.	Penalty/bonus status	Specify: - "active" for accrued penalties/bonuses; - "removed" in case of favorable decision (appeal is satisfied); - "active, appeal rejected" in case of appeal rejection (appeal is not satisfied)

No.	Field name	Value	Comment
12.	Identifier: penalty/bonus for the period from to ""		Penalty or bonus
13.	Total for the currency for the period from to "" Settlement location:		The field should be filled out for the monthly notice. Specify the final amount of penalty/bonus to be debited/credited for the month (period from to) for each settlement location

#### Note:

- lines 1-11 should be filled out for each instruction submitted to Bank GPB (JSC);
- information in lines 12–13 should be provided in respect of the final amount of penalty/bonus for the period.

Authorized officer of Bank GPB (JSC)

last name, initials, signature

Annex 5 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

### Format for Submitting the Securities Owners List

The document with a list of owners shall be made as a table in the XLS format in Microsoft Excel. When filling in the document, the depositors must not change the names of columns and their number.

Field code	Description	Possible values	Mandatory or not	Type and size
ISIN_SEC	1. ISIN code of the security for which the list of owners is collected (mandatory) 2. Reg. No. (mandatory) 3. Other ID (NSD code)		yes	C(12)
RECDATE	Date of recording the list of owners in the DD.MM.YYYY format		yes	D(10)
LEL_DEP	International identification code of the nominee holder/ trust manager	LEID, BIC	yes	C(20)
OWNER_ID	Depository number and depositor's securities account number separated with the "#" symbol  E.g.: If the securities account number is 12345 in Depository 101, this field shall contain 101#12345		yes	C(32)
OWNER_ NAME	Name of the person exercising the rights		yes	C(254)

Field code	Description	Possible values	Mandatory or not	Type and size
BENEF_TYPE	Type of the person for whose benefit the rights in respect of the securities are exercised in accordance with the reference book	1- Trust management founder, securities owner  2- Person, for whose benefit a foreign custodian performs any juridicial and physical acts with securities;  3- Depository receipts holder;  4- Member of a foreign organization which, according to its personal law, is classified as a collective investment scheme and/or co-investment scheme, either being a legal entity or non-incorporated, with the number of members ≤ 50;  5- Partner under Federal Law "On Investment Partnership," Clause 10.	yes	N(1)
BENEF_NAME	Full company name for a legal entity, surname, name and patronymic for an individual		yes	C(254

Field code	Description	Possible values	Mandatory or not	Type and size
DOCTYPE	Type of the registration document of the person for whose benefit the rights in respect of the securities are exercised	OGRN – Principal State Registration Number  RBIC – Russian BIC CCPT – Passport of an individual INCR – Certificate of incorporation BIRT – Birth certificate FCCP – International passport for citizens permanently resident abroad that are temporarily staying in the territory of the Russian Federation LICS – License OTHR – document of another type FIIN – Foreign investor identification number (Identification number (Identification number assigned to a foreign investor, if this number does not match the nonresident registration number). CORP – Corporate identification (Number assigned to a corporate organization) LEIB – own LEI SNLS – SNILS, individual social insurance account number BICB – own BIC code	yes	C(4)
DOCNUM	Series and/or number of the registration document of the person for whose benefit the rights in respect of the securities are exercised		yes	C(20)
DOCDATE	Date of issuing the document of the person for whose benefit the rights in respect of the securities are exercised DD.MM.YYYY		yes	D(10)

Field code	Description	Possible values	Mandatory or not	Type and size
NNI	Taxpayer ID (INN code) assigned by the Russian Federal Taxation Service (for Russian taxpayers)		None if the person has no INN code assigned	C(12)
ADDRESS	Address of the person for whose benefit the rights in respect of securities are exercised		None, if the following fields are filled in – DOCTYPE; DOCNUM DOCDATE	C(150 )
QTY	Number of securities belonging to the person for whose benefit the rights in respect of the securities are exercised		yes	N(18)
QTY_NO M	Numerator		YES, in the event of a fractional issue	N(18)
QTY_DE NOM	Denominator		YES, in the event of a fractional issue	N(18)

### Sample XLS file

This file was prepared when making a list of owners of the issuer's securities: "Company" Joint Stock Company, as of February 29, 2016.

The issuer has two security issues in circulation:

1.  $ISIN\_SEC = RU000A0JST10$  2.  $ISIN\_SEC = RU000A0JST11$ 

In the list being made, 1 person exercising rights in respect of securities was disclosed: "Trust" Trust Manager, with the following number of securities:

1. RU000A0JST10 = 300 2. RU000A0JST11= 500

Trust Manager performs management functions for the benefit of Ivanov Ivan Ivanovich and the pension accruals of the "Fund" Non-Governmental Pension Fund Joint Stock Company.

ISIN_SEC	RECDATE	LEI_DEP	OWNER_ ID	OWNER_NAME	BENEF _TYPE	BENEF_NA ME	DOCTYP E	DOCNUM	DOCDATE	ADDRESS	QT Y	QT Y_N OM	QT Y_D EN OM
RU000A0J ST10	29.02.2016	2534005CN LWSGNPL G062	101#1234	"Trust" Management Company LLC	2	Ivanov Ivan Ivanovich	CCPT	44 33 555444	12.05.2003	303 Mozhayska ya st., 140000 Moscow	100		
RU000A0J ST10	29.02.2016	2534005CN LWSGNPL G062	101#1234	"Trust" Management Company LLC	2	"Fund" Non- Governmental Pension Fund Joint Stock Company	OGRN	1111111111 111		11 Legkaya st., 109004 Moscow	200		
RU000A0J ST11	29.02.2016	2534005CN LWSGNPL G062	101#1234	"Trust" Management Company LLC	2	Ivanov Ivan Ivanovich	CCPT	4433 555444	12.05.2003	303 Mozhayska ya st., 140000 Moscow	500		

Annex 6 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

### **Specifics of Custody Transactions Performance by Legal Representatives**

This Annex shall determine the procedure for submitting Instructions to perform Custody Transactions in case a Custody Transaction is initiated by legal representatives of Customers (Depositors).

A guardian, tutor, their spouses and close relatives have no right to perform transactions with the person under guardianship or tutorship, except a transfer of property to them by way of gift or uncompensated use, or to represent the person under guardianship or tutorship when transactions are made between the person under guardianship or tutorship and the spouse of the guardian or tutor and their close relatives.

The same rule shall apply when parents/adoptive parents exercise their rights in terms of managing the property of a child.

#### 1. Legal representatives:

- 1.1. Legal representatives are parents, adoptive parents, guardians or tutors.
- 1.2. A guardian or a tutor is appointed by guardianship and tutorship authorities (guardian and tutorship authorities are executive authorities of Russian Federation entities).
  - 1.3. Guardianship is established:
  - over minors left without parental care that are under the age of 14 and
  - over individuals declared legally incapable by court due to a mental disorder.
  - 1.4. Tutorship is established:
  - over minors aged between 14 and 18 and
- over individuals whose legal capacity is restricted by court due to abuse of alcohol or drugs.
- 1.5. The place of residence of minors over whom guardianship/tutorship is established shall be deemed the place of residence of their legal representatives parents/adoptive parents or guardians/tutors.
- 1.6. In case citizens fully or partially deprived of legal capacity are placed under supervision of educational organizations, medical organizations, organizations providing social services or other organizations, in particular organizations for orphan children and children left without parental care, performance of obligations of guardians or tutors shall be imposed on the stated organizations (hereinafter the Guardianship Organizations).
- 2. Procedure for Submitting Instructions for performance of Custodian Transactions by legal representatives of minors under the age of 14:
- 2.1. Legal representatives being parents, adoptive parents, guardians shall act on behalf of minors under the age of 14.
  - 2.1.1. When submitting Instructions, parents/adoptive parents shall submit:
  - identification documents of parents/adoptive parents in accordance with Annex 7 hereto;
  - birth certificate of the minor (birth certificate and certificate of adoption);
- a permission from guardianship and tutorship authorities to perform transactions of securities divestment, including their exchange and transfer by way of gift, pledge, transactions involving waiver of rights based on securities belonging to a minor, their split or any other transactions that result in the minor's property reduction;

- written consent of the second parent/adoptive parent upon performance of securities transaction by one parent/adoptive parent in free or recommended form in accordance with this annex;
- a death certificate in respect of the second parent/adoptive parent in case of death of one of the parents/adoptive parents;
- a court ruling on a divorce (specifying who the minor stays with) or a court ruling on the termination of parental rights in this case, the Instruction shall be signed by the parent/adoptive parent with whom the minor stays. The ruling shall be provided as a notary certified copy or a copy certified by court.
- 2.1.2. When parents or adoptive parents first turn to the Depository, they shall fill in the individual questionnaire (Representative Questionnaire). If the personal details of parents (adoptive parents) change, a new Representative Questionnaire shall be filled in.
- 2.1.3. The Instruction in respect of Custody Transactions shall be signed by both parents / adoptive parents or one of them (in the events described in paragraph 2.1.1. of this Annex). When performing the "Personal details change" transaction, the Instruction may only be signed by one of the parents/adoptive parents.
  - 2.1.4. When submitting Instructions, guardians shall submit:
- an act from the guardianship and tutorship authority regarding their being appointed as a guardian;
- a permission from guardianship and tutorship authorities to perform transactions of securities divestment, including their exchange and transfer by way of gift, pledge, transactions involving waiver of rights based on securities belonging to the person under guardianship, their split or any other transactions that result in the reduction of property of the person under guardianship;
  - identification document of the guardian in accordance with Annex 7 hereto.

If the Depositor has several guardians appointed, Instructions shall be initiated by all the guardians simultaneously (with signatures of the guardians put on one Instruction). If the management of the Depositor's affairs (affairs of the person under guardianship) is delegated to one of them, this person must have powers of attorney from all other guardians.

- 2.1.5. The guardian shall be appointed with a Service Instruction as an Authorized Person (agent) in respect of the account for an indefinite term (until canceled) or for the term specified in the act from the guardianship and tutorship authorities.
- 2.1.6. When the Customer (Depositor) appears at the Depository upon reaching the age of 14, the Depository shall, with a Service Instruction, cancel the Authorized Person (agent) in respect of the Securities Account of the minor, and he shall act within the procedures set in paragraph 4 of this Annex.
- 3. Procedure for submitting Instructions to perform Custody Transactions by legal representatives of individuals declared legally incapable due to a mental disorder
  - 3.1. When submitting Instructions, guardians shall submit:
- an act from the guardianship and tutorship authority regarding the establishment of guardianship;
- a permission from guardianship and tutorship authorities to perform transactions of securities divestment, including their exchange and transfer by way of gift, pledge, transactions involving waiver of rights based on securities belonging to the person under tutorship, their split or any other transactions that result in the reduction of property of the person under tutorship.

If the Depositor has several guardians appointed, Instructions shall be initiated by all the guardians simultaneously (with signatures of the guardians put on one Instruction). If the management of the Depositor's affairs (affairs of the person under guardianship) is delegated to one of them, this person must have powers of attorney from all other guardians.

At the first application to the Depository, the guardians fill in the questionnaire of an individual (Representative Questionnaire). If the personal data of guardians change, a new Representative Questionnaire shall be filled in.

- 3.2. The guardian shall be appointed as an Authorized Person (agent) in respect of the account for an indefinite term (until canceled) or for the term specified in the act from the guardianship and tutorship authorities with a Service Instruction.
- 3.3. When the guardianship is terminated, the Depository shall, with a Service Instruction, perform the "Cancellation of the authorized person" transaction provided that the Customer (Depositor) submits the following:
  - identification document in accordance with Annex 7 hereto;
- a court ruling regarding restoration of legal capacity. The ruling shall be provided as a notary certified copy or a copy certified by court.

# 4. Procedure for submitting Instructions to perform Custody Transactions by legal representatives of minors aged from 14 to 18

- 4.1. Minors aged from 14 to 18 shall initiate transactions themselves provided that there is a consent from their legal representatives (parents/adoptive parents, tutor).
- 4.2. Legal representatives shall not be appointed as Authorized Persons (agents). Legal representatives shall upon their first visit to the Depository fill in the Customer Questionnaire (individual). If the personal details of the legal representatives change, a new Customer Questionnaire shall be filled in.
- 4.3. Tutorship over a minor shall be terminated with no special ruling required when the minor person under tutorship reaches the age of eighteen and when he or she gets married or otherwise acquires full legal capacity before coming of age.
- 4.4. When an Instruction is submitted by a minor and legal representatives, the following shall be submitted:
- identification documents of the minor and the legal representatives in line with Annex 7 hereto;
- certificate of birth/adoption if the consent to perform Custody Transactions is granted by parents/adoptive parents;
- a decision of guardianship and tutorship authorities regarding the establishment of tutorship if the consent to perform Custody Transactions is issued by tutors;
- a permission from guardianship and tutorship authorities to perform transactions of securities divestment, including their exchange and transfer by way of gift, pledge, transactions involving waiver of rights based on securities belonging to the person under guardianship, their split or any other transactions that result in the reduction of property of the minor;
- written consent from parents/adoptive parents or the tutor in free or recommended form in accordance with this annex. In case the "Change of personal detail" transaction is performed, the minor does not need to submit a written consent from parents/adoptive parents or the tutor;
- a death certificate in respect of the second parent/adoptive parent in case of death of one of the parents/adoptive parents;
- a court ruling on a divorce (specifying who the minor stays with) or a court ruling on the termination of parental rights in this case, a consent from the parent/adoptive parent with whom the minor stays shall be sufficient. The ruling shall be provided as a notary certified copy or a copy certified by court.

If several tutors are appointed for a Depositor, a written consent to performing transactions shall be submitted to the Depository from all the tutors. If the management of the affairs of the Depositor over whom tutorship is established is delegated to one of the tutors, such a person shall present powers of attorney from the other tutors to the Depository.

- 5. Procedure for submitting Instructions to perform Custody Transactions by individuals whose legal capacity is restricted by court due to abuse of alcohol or drugs:
- 5.1. Individuals over whom tutorship is established due to the abuse of alcohol or drugs shall initiate transactions themselves subject to the tutor's consent.

- 5.2. The tutor shall not be appointed as the Authorized Person (agent) in respect of the securities account. The tutor shall upon its first visit to the Depository fill in the Representative Questionnaire (individual). If the personal details of the tutor change, a new Customer Questionnaire shall be filled in.
  - 5.3. The following shall be provided when turning to the Depository:
- identification documents of the Depositor (Customer) and the tutor in accordance with Annex 7 hereto;
  - an act from the guardianship and tutorship authority regarding the appointment as a tutor;
- written consent from the tutor to the transaction in free or recommended form in accordance with this annex;
- a permission from guardianship and tutorship authorities to perform transactions of securities divestment, including their exchange and transfer by way of gift, pledge, transactions involving waiver of rights based on securities belonging to the person under tutorship, their split or any other transactions that result in the reduction of property of the person under tutorship.

If several tutors are appointed for a Depositor, a written consent shall be submitted to the Depository from all the tutors. If the management of the affairs of the Depositor over whom tutorship is established is delegated to one of the tutors, such a person shall present powers of attorney from the other tutors to the Depository.

- 5.4. Tutorship over individuals of full age shall be terminated in case a court makes a ruling to cancel the legal capacity restriction based on a request from the tutor or a tutorship and guardianship authority.
  - 5.5. The Depositor (Customer) must submit the following to the Depository:
  - an identification document;
- a court ruling regarding the cancellation of legal capacity restriction. The ruling shall be provided as a notary certified copy or a copy certified by court.

### 6. Procedure for submitting Instructions to perform Custody Transactions by Guardianship Organizations

- 6.1. Upon submission of an Instruction by the Representative of a Guardianship Organization it is required to present:
  - court judgement on declaring incapacitated, an original or copy certified by the court;
- documents (decree of social security bodies, package tour, other) acknowledging placement/transfer to the Guardianship Organization certified by the social security body or notarized;
- a permission from guardianship and tutorship authorities to perform transactions of securities divestment, including their exchange and transfer by way of gift, pledge, transactions involving waiver of rights based on securities belonging to the person under tutorship, their split or any other transactions that result in the reduction of property of the person under tutorship.
- original or notarized copy of the document proving identity of the Depositor (person under tutorship), all filled-in pages;
- identification documents of the Representative of Guardianship Organization in accordance with Annex 7 hereto;
  - documents acknowledging powers of the Representative of Guardianship Organization:
  - Representative Questionnaire (legal entity);
- original or copy of the charter of the Guardianship Organization certified by a notary or issuing authority or original copy for the Bank to make a photocopy thereof;
- document on appointment to the position of the head of the Guardianship Organization specifying the term of its office (original);
- the card with seal imprint and sample signatures of officials of the Guardianship Organization entitled to sign depository documents on the Securities Account of the Depositor's person under tutorship (notarized original or original certified by the authorized employee of the Bank or notarized copy). The Card shall be in the KT form provided herein or OKUD form 0401026.

- or notarized power of attorney bearing the sample signature of the authorized official of the Guardianship Organization entitled to sign Depository Documents on the Depositor's Securities Account;
- powers of attorney to the Representatives specified in the Card entitled to sign Depository Documents (original, notarized copy, copy certified by the Guardianship Organization with simultaneous presentation of the original document for review, or original copy for the Bank to make a photocopy thereof);
- documents proving identity of persons specified in the Card (original document for the Bank to make a photocopy thereof or notarized copy);
- original of the courier's power of attorney of the Guardianship Organization for the right to deliver documents to the Depository and to receive documents in the Depository or a list of employees authorized to deliver / receive documents in the Depository according to f.  $\Phi$ P-01 hereof (if the documents are to be delivered to the Depository by the person not specified in the Card).

The Depository shall be entitled to request additional documents to acknowledge powers of the Guardianship Organization/Representative of the Guardianship Organization.

Recommended form of consent from legal representatives:

To Gazprombank (Joint Stock Company)
from
(specify the surname, name, patronymic of the legal representative
Consent from a legal representative I,
(surname, name, patronymic) identification document:
registered at the address:
am a legal representative of,
(surname, name, patronymic)
born in the year, registered at the address:
by virtue of
(document evidencing legal representation)  I hereby grant my consent to perform:
(date)
(signature)

Annex 7 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

### List of Identification Documents<sup>37</sup>

# and Documents Confirming (for Foreign Citizens and Persons with no Citizenship) the Right to Stay (Reside) in the Russian Federation

#### 1. Identification Documents

#### 1.1. For citizens of the Russian Federation:

- passport of a citizen of the Russian Federation;
- a certificate of birth of a citizen of the Russian Federation for a citizen of the Russian Federation that has not reached the age of 14;
  - a regular international passport;
- a temporary identification document of a citizen of the Russian Federation issued by an internal affairs authority before issuing a passport;
- other documents that are recognized as identification documents in accordance with the legislation of the Russian Federation.

### 1.2. For foreign citizens:<sup>38</sup>

- a foreign citizen passport or another document as established in the federal law or which is recognized to be an identification document in accordance with an international treaty of the Russian Federation.

### 1.3. For persons without citizenship if they are permanently resident in the territory of the Russian Federation:

- a Russian Federation residence permit.

#### 1.4. For other persons without citizenship:

- a temporary ID of a stateless person;
- a document issued by a foreign state and recognized to be an identification document of a person without citizenship in accordance with an international treaty of the Russian Federation;
  - permit to temporarily reside;
  - residence permit;

- an identification document of a person that has no valid identification document for the period of considering an application of such a person for recognition as a citizen of the Russian Federation or conferment of citizenship of the Russian Federation;

- other documents as provided for in federal laws or recognized to be identification documents of a person without citizenship in accordance with an international treaty of the Russian Federation.

-

<sup>&</sup>lt;sup>37</sup> The Depository shall photocopy the documents submitted.

<sup>&</sup>lt;sup>38</sup> If documents issued outside the Russian Federation are presented to the Depository in a foreign language, their properly certified translation shall also be provided along with the documents. The requirement to submit documents along with a duly certified translation into Russian shall not apply to identification documents of an individual issued by competent bodies of foreign states provided that the individual has a document confirming the lawful right to be in the RF territory (e.g. visa, migration card).

### 1.5. For refugees:

- a certificate confirming that a petition to be recognized as a refugee is being considered on the merits:
- a certificate confirming that temporary asylum in the territory of the Russian Federation has been granted;
  - a refugee identity card.
- 2. Documents confirming the right of a foreign citizen or a person without citizenship to stay (reside) in the Russian Federation:
  - a residence permit;
  - a permit to temporarily reside;
  - a visa, electronic visa;
  - a migration card (if there are no other documents);
- other documents confirming the right of a foreign citizen to stay (reside) in the Russian Federation as provided for in a federal law or an international treaty of the Russian Federation.
- 3. The Depository may demand additional documents from a Customer in accordance with the legislation of the Russian Federation.

Annex 8 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

### **Transit Securities Account Agreement**

Moscow		_ 20
Gazprombank (Joint Sto	ock Company), hereinafter the Depository, represented	-
	, acting by virtue o	of
	as one party, and	(management
company name)	, hereinafter the Depositor, represented by	
	, acting by virtue of	
as the other party, here	einafter jointly referred to as the "Parties," entered int	to this agreement on the
following:		C
- C		

### 1. Subject Matter of the Agreement

- 1.1. The Depository undertakes to render the services of keeping record of and certifying rights to issue-grade uncertificated securities that were transferred as payment for investment units in the mutual investment fund (specify full name of the Fund) (hereinafter the Fund), by way of opening and maintaining a transit Securities Account, and the Depositor undertakes to pay for the services of the Depository.
- 1.2 A mandatory precondition for concluding a transit Securities Account agreement is having a valid specialized depository services agreement signed by and between the Management Company of the Fund and Gazprombank (Joint Stock Company), and opening a separate bank account in the name of the management company of the Fund with Gazprombank (Joint Stock Company).
- 1.3. A transit Securities Account shall be opened in the name of the Depositor without a reference to the Depositor acting as a trustee.
- 1.4. The Depositor may not credit to the Securities Account securities that it owns as its property, on the basis of another proprietary right, or securities that it holds on other grounds.
- 1.5. A person that transfers securities as payment for investment units in the Fund shall have a separate securities subaccount opened in his/her name in the transit Securities Account.

### 2. Responsibilities of the Parties

### 2.1. Responsibilities of the Depository

- 2.1.1. The Depository shall open the transit Securities Account within 3 (three) business days from the day when the Depositor submits documents that are required in accordance with Bank GPB (JSC) Depository Terms and Conditions currently in effect at Gazprombank (Joint Stock Company) (hereinafter, the Terms and Conditions) and the Instruction to open the transit Securities Account (form Tp-01, Annex 1 hereto), and provide to the Depositor a report on opening the transit Securities Account within 1 (one) business day from the date of transaction.
- 2.1.2. The Depository shall open a subaccount of the transit Securities Account for the person that transferred securities as payment for investment units in the Fund to keep record of his/her rights to the mentioned securities on the basis of an Instruction provided by the Depositor (form Tp-02 or Tp-03, Annexes 2 and 3 hereto) and a copy of an application for the acquisition of investment units certified by an authorized representative of the Depositor.
- 2.1.3. The Depository shall credit the securities to the subaccount (accept them for record-keeping) provided that the securities are received on the account (securities account) of the nominee holder opened

with the register of registered securities (with another depository) in the name of the Depository and, with no Instruction from the Depositor, block transactions of writing off or encumbering the securities in the subaccount with the exception of writing off securities as provided for in Federal Law dated 29 November 2001 No. 156-FZ "On Investment Funds."

- 2.1.4. The Depository shall send a report regarding subaccount opening (form OTp-01, Annex 4 hereto) and a report on crediting (accepting for registration) of the securities to the subaccount (form OTp-02, Annex 5 hereto) to the Depositor and a person in whose name the subaccount is opened, within 1 (one) business day from the date of transaction, and to the person in whose name the subaccount is opened not later than the next business day following the day of transaction.
- 2.1.5. The Depository shall credit (accept for record-keeping) the securities transferred as payment for investment units in the Fund to the Unidentified Persons Account if the securities were received on the account (securities account) of the nominee holder opened with a registered securities register (with another depository) in the name of the Depository, however the Depositor failed to submit an Instruction (form Tp-02 or form Tp-03, Annexes 2, 3 hereto) and/or a copy of a request to have investment units acquired.
- 2.1.6. The Depository shall perform all the actions required to transfer the securities (including by way of withdrawal from record-keeping) to the account(s) intended to return securities in line with details specified in Instructions previously submitted by the Depositor in line with form Tp-02 or Tp-03 (Annexes 2, 3 hereto) and belonging to persons that transferred the securities as payment for investment units if, on the day preceding their inclusion in the Fund, the securities specified in paragraph 2.1.5 hereof were not credited to the relevant subaccount of the transit Securities Account.
- 2.1.7. The Depository shall credit (accept for record-keeping) to the Unidentified Persons Account the securities that were received on the securities account opened for the Depository as a nominee holder if the securities received on the account are different from those specified in the copy of the request to have investment units in the Fund acquired.
- 2.1.8. The Depository shall inform the Depositor on the circumstances specified in paragraph 2.1.7 hereof by means of sending a notice (form OTp-03, Annex 6 hereto) within 3 (three) business days from the date of crediting the securities to the Unidentified Persons Account.
- 2.1.9. The Depository shall make amendments to the questionnaire data of the person in whose name the subaccount under the transit Securities Account was opened on the basis of an Instruction submitted by the Depositor (form Tp-02 or Tp-03, Annexes 2, 3 hereto) with the copy of the application from the person, in whose name the subaccount was opened, certified by an authorized representative of the Depositor, attached.
- 2.1.10. The Depository shall send a report (form OTp-01, Annex 4 hereto) regarding the amendments to personal details from data of the person, in whose name the subaccount of the transit Securities Account was opened, to the Depositor and a person in whose name the subaccount is opened, within 1 (one) business day from the date of transaction.
- 2.1.11. The Depository shall block, in the event of securities seizure on the basis of a judicial act and/or a ruling of a bailiff and executor of justice and/or a resolution of an authorized governmental body regarding the seizure of property, transactions of writing off or encumbering the securities, the rights to which are kept record of in the subaccount of the transit Securities Account, by means of transferring the securities to the Blocked due to Seizure subaccount opened under the transit Securities Account in the name of the person that transferred the securities as payment for investment units in the Fund.
- 2.1.12. The Depository shall send a report (form OTp-02, Annex 5 hereto) regarding the blocking of the securities pursuant to paragraph 2.1.11 hereof to the Depositor and a person who transferred securities in payment for the Fund's investment units, within 1 (one) business day following the date of transaction.
- 2.1.13. The Depository shall remove the blocking set pursuant to paragraph 2.1.11 hereof on the basis of documents from state authorities regarding the cancellation of acts that served as the grounds for the blocking or on the basis of documents from state authorities being the grounds for debiting the

securities from the subaccount of the transit Securities Account by transferring the securities from the Blocked due to Seizure subaccount to the subaccount previously opened in the name of the person who transferred the securities in payment for the Fund's investment units.

- 2.1.14. The Depository shall send a report (form OTp-02, Annex 5 hereto) regarding the removal of blocking of the securities pursuant to paragraph 2.1.13 hereof to the Depositor and a person who transferred securities in payment for the Fund's investment units, within 1 (one) business day following the date of transaction.
- 2.1.15. The Depository shall debit the securities from the subaccount of the transit Securities Account in case of foreclosure in respect of debts of the person that transferred them as payment for investment units in the Fund on the basis of a judicial act that has come into legal force and/or a ruling of a bailiff and executor of justice.
- 2.1.16. No debit of Fund's investment units from the Securities Accounts shall be allowed upon the Instruction from the registered person until the mutual fund is formed.
- 2.1.17. The Depository shall send a report on the debiting of securities pursuant to paragraph 2.1.15 hereof (form OTp-02, Annex 5 hereto) to the Depositor and a person in whose name the subaccount is opened, within 1 (one) business day from the date of transaction.
- 2.1.18. The Depository shall block transactions of debiting and encumbering the securities, the rights to which are kept record of in the subaccount of the transit Securities Account in the event of the death of the person that transferred the securities as payment for investment units in the Fund on the basis of a certificate and/or a request from a notary, an executor or an official that is authorized by law to perform notarial acts, a certificate of death, a court ruling declaring an individual dead that came to legal force.
- 2.1.19. The Depository shall send a report (form OTp-02, Annex 5 hereto) on blocking transactions in the subaccount pursuant to paragraph 2.1.17 hereof to the Depositor / notary, executor or officer legally authorized to exercise notarial powers, within 1 (one) business day from the date of transaction.
- 2.1.20. The Depository shall open a subaccount for the successor legal entity and transfer to it the securities from the subaccount of the predecessor legal entity if the legal entity that transferred securities as payment for investment units in the Fund is reorganized on the basis of an Instruction from the Depositor (form Tp-04, Annex 8 hereto), with an application from the predecessor legal entity (in the event of segregation), an application from the successor legal entity (in the event of a merger, acquisition, separation), an abstract from the transfer act (in the event of a merger, acquisition) or a separation balance sheet (in the event of a separation, spin-off), and a document confirming the entry into the Uniform State Register of Legal Entities regarding state registration of the legal entity created as a result of a spin-off or regarding discontinuation of activities of a reorganized legal entity attached.
- 2.1.21. The Depository shall send a report (form OTp-01, Annex 4 hereto) regarding the opening of a subaccount of the transit Securities Account and a report (form OTp-02, Annex 5 hereto) regarding the transfer of securities to it pursuant to paragraph 2.1.19 hereof to the Depositor and a person in whose name a subaccount on transit Securities Account is opened, within 1 (one) business days from the date of transaction.
- 2.1.22. The Depository shall perform the transaction of converting securities within the procedures set in the Terms and Conditions and send a report (form OTp-04, Annex 7 hereto) to the Depositor and a person in whose name a subaccount on transit Securities Account is opened, within 1 (one) business day following the date of transaction.
- 2.1.23. The Depository shall send data on the securities as provided for in the legislation of the Russian Federation that are required to make a list of person entitled to participate in the general meeting of a joint stock company whose securities were transferred as payment for investment units in the Fund on the basis of a request from the registrar of the joint stock company (the depository where the Depository has a nominee holder account opened).
- 2.1.24. The Depository shall send data on the securities as provided for in the legislation of the Russian Federation required to make a list of persons entitled to get yield and other payouts in respect of the securities that were transferred as payment for investment units in the Fund on the basis of a request from the registrar of the joint stock company (the depository where the Depository has a nominee

holder account opened), specifying the separate bank account opened with Bank GPB (JSC) to which the yield and other payouts in respect of the securities are to be remitted.

- 2.1.25. The Depositor shall transfer securities from subaccounts of a transit Securities Account to the Securities Account opened for the Depositor as a trustee of the Fund on the basis of an Instruction from the Depositor (form Tp-04, Annex 8 hereto) regarding the transfer of securities for their inclusion in the mutual investment fund when building the Fund subject to the condition of compliance with the requirements of the legislation of the Russian Federation on investment funds in respect of the completion (end) of building a mutual investment fund.
- 2.1.26. The Depository shall send a report (form OTp-02, Annex 5 hereto) regarding the transfer of the securities pursuant to paragraph 2.1.24 hereof to the Depositor and a person in whose name a subaccount on transit Securities Account is opened within 1 (one) business day from the date of transaction.
- 2.1.27. The Depository shall not perform the transfer of securities blocked in a subaccount of a transit Securities Account upon request of authorized state authorities and/or in the event of death of the individual that transferred securities as payment for investment unit for their inclusion in a mutual investment fund.
- 2.1.28. The Depository shall perform the necessary actions required to transfer securities from subaccounts of a transit Securities Account to the account (accounts) opened for persons that transferred securities as payment for investment units in the Fund in accordance to data specified in Instructions that the Depositor submitted earlier (form Tp-02 or Tp-03, Annexes 2, 3 hereto) and on the basis of an Instruction submitted by the Depositor (form Tp-05, Annex 9 hereto) in case the mutual investment fund was not formed when due.
- 2.1.29. The Depository shall send a report (form OTp-02) regarding the transfer of the securities pursuant to paragraph 2.1.27 to the Depositor and a person in whose name a subaccount on transit Securities Account is opened, within 1 (one) business day from the date of transaction.
- 2.1.30. In order to close the transit Securities Account, the Depository may close subaccounts, if such subaccounts have no balances and are opened in the name of:

deceased individual; or

liquidated legal entity (or inactive legal entity striked out of the USRLE); or

legal entity which ceased to exist due to reorganization.

In such cases the Depository shall close the subaccounts in pursuance of a Service Instruction and documents/information as stipulated in Bank GPB (JSC) Depository Terms and Conditions for closing Securities Accounts of deceased individuals or liquidated/reorganized legal entitues.

- 2.1.31. The Depository shall perform the transaction of closing a transit Securities Account on the basis of an Instruction in line with form Tp-01, the transaction of closing a subaccount of a transit Securities Account on the basis of an Instruction in line with form Tp-02/Tp-03 submitted by the Depositor, and provide to the Depositor a report on closing a transit Securities Account/securities subaccount within 1 (one) business day from the date of transaction.
- 2.1.32. The Depository shall provide to the Depositor, on the basis of an Instruction submitted by it (form Tp-01, Annex 1 hereto), a statement of the Securities Account, an abstract from the register of Instructions in respect of the Securities Account, an abstract on registration transactions in respect of the Securities Account, a certificate on the Securities Account status in line with the forms provided for in the Terms and Conditions, and a statement of the subaccount of the transit Securities Account (form OTp-05, Annex 11 hereto), a statement of transactions in the subaccount (form OTp-06, Annex 12 hereto), a report on transactions performed in respect of the subaccount (form OTp-01 or OTp-02) within 3 (three) business days from the date when the Depositor submits a duly issued Instruction.
- 2.1.33. The Depository shall submit to the person in whose name the subaccount of the transit Securities Account was opened, on the basis of an Instruction submitted by such person (form Tp-06, Annex 10 hereto), a statement on the status of the subaccount of the transit Securities Account (form OTp-05, Annex 11 hereto), a statement of transactions in the subaccount (form OTp-06, Annex 12), a

report on a transaction performed in respect of the subaccount (form OTp-01 or OTp-02) within 3 (three) business days from the date when the Depositor submits a duly issued Instruction.

2.1.34. The Depository shall block securities and other property of the Depositor and suspend transactions in the events stipulated by the legislation of the Russian Federation on countering the legalization (laundering) of proceeds from crime and financing of terrorism.

### 2.2. Responsibilities of the Depositor

- 2.2.1. The Depositor shall submit to the Depository, within the maximum of 3 (three) business days, information on changes to the data contained in the transit Securities Account questionnaire within the procedures set out in the Terms and Conditions and this agreement.
- 2.2.2. The Depositor shall timely provide to the Depository complete information in respect of the person that transferred securities as payment for investment units in the Fund as set out in the Instructions (form T-01 or form T-02), with a copy of the application to purchase investment units certified by an authorized person of the Depositor attached.
- 2.2.3. The Depositor shall submit to the Depository, within the maximum of 3 (three) business days after the Depositor becomes aware of changes in the mentioned details, complete information in respect of the person that transferred securities as payment for investment units in the Fund as set out in the Instructions (form T-01 or form T-02), with a copy of an application from the mentioned person certified by an authorized person of the Depositor attached.
- 2.2.4. The Depositor shall only submit an Instruction to debit securities in the transit Securities Account in case they are included in a mutual investment Fund, subject to compliance with the requirement of the legislation of the Russian Federation on investment funds in respect of the completion (end) of building a mutual investment fund or their return to the person that transferred them as payment for investment units in the Fund.
- 2.2.5. The Depositor shall transfer to the Depository information and documents intended to be provided to the issuer and the registrar.
- 2.2.6. The Depositor shall transfer to the persons that intend to pay for investment units with securities information that is required to remit securities to the nominee holder account opened in the name of the Depository in a registry of security owners or with another depository.
- 2.2.7. The Depositor shall comply with the procedure for custody transactions performance, information and documents provision as established in this agreement and the Terms and Conditions. 2.2.8. The Depositor shall timely and fully pay for the services of the Depository in accordance with the Rates, and it shall reimburse the Depository's expenses related to the performance of transactions at upline depositories and registers.

For the avoidance of doubt, the above expenses are deemed incurred by the Depository for account of the Depositor, whether they are incurred by the Depository on its own behalf or on behalf of the Depositor.

2.2.9. The Depositor must provide, as requested by the Depository, documents and information necessary for the Bank to comply with the requirements of the legislation of the Russian Federation on countering the legalization (laundering) of proceeds from crime and financing of terrorism, including information and documents concerning the sources of origin and the purposes of spending cash and other assets of the Depositor.

### 3. Rights of the Parties

### 3.1. Rights of the Depository

- 3.1.1. The Depository may reject to accept and fulfil the Depositor's Instructions in the events determined in the Terms and Conditions.
- 3.1.2. The Depository may reject to accept and fulfil the Depositor's Instructions submitted and/or perfected with legislative and other regulatory acts of the Russian Federation violated and in the events defined herein.
- 3.1.3. The Depository may reject to perform an Instruction from the Depositor if the actions of the Depositor are illegitimate and/or if there are doubts with regard to the authenticity of a signature or documents provided.
- 3.1.4. The Depository may reject to fulfil the Depositor's Instruction if the submitted Instructions and/or documents attached thereto contain insufficient data to perform the Instruction or of the information contained in them is contradictory.
- 3.1.5. The Depository may reject to fulfil the Depositor's Instruction if the data contained in the submitted Instructions and/or documents attached thereto do not match the information contained in the accounting registers of the Depository.
- 3.1.6. The Depository may demand that the Depositor should provide additional data and documents in order to determine the legal capacity of the Depositor and the powers of its governance bodies, compliance with the legislation and other regulations of the Russian Federation, including those on currency regulation, countering the legalization (laundering) of proceeds from crime and financing of terrorism, including information and documents concerning the sources of origin and the purposes of spending cash and other assets of the Depositor, or on insolvency (bankruptcy).
- 3.1.7. The Depository may suspend acceptance and performance of the Depositor's instructions if there is debt related to the payment of the Depository's services until the debt is discharged.
- 3.1.8. The Depository may unilaterally make amendments to the Terms and Conditions and the Rates.

#### 3.2. Rights of the Depositor

- 3.2.1. The Depositor may submit Instructions and perform transit Securities Account transactions and transactions with securities that are kept record of in the transit Securities Account within the procedures established in the legislation of the Russian Federation, the Terms and Conditions, and this agreement.
- 3.2.2. The Depositor may receive reports, statements and other data with regard to the transit Securities Account and subaccounts of the transit Securities Account provided for in the Terms and Conditions and in this agreement.

#### 4. Liability of the Parties

- 4.1. The Parties shall be liable for the non-fulfillment or undue fulfillment of their obligations under this agreement in line with the current legislation of the Russian Federation.
- 4.2. The Depositor shall be liable to the Depositor for the correctness and reliability of information provided by the Depositor regarding the person that transferred securities as payment for investment units in the Fund.
- 4.3. The Depositor shall be liable to the Depository for untimely provision and/or unreliability of data on persons that transferred securities as payment for investment units in the Fund, and for documents being the grounds for the Depository to perform its responsibilities hereunder.
- 4.4. The Depositor shall be liable to the Depository for the reliability of data contained in the Depositor's questionnaire, changes made to such data, documents being the grounds for the Depository to perform its responsibilities hereunder, and other information it provides in connection with the performance hereof.
- 4.5. The Depository shall be liable for the correctness and reliability of details provided by the Depositor to persons that transferred securities as payment for investment units in the Fund and intended for return of securities.

4.6. The Depository shall not be liable in case the issuer and/or the registrar fails to fulfil its obligations to owners of securities that are kept record of in the subaccounts of the transit Securities Account.

### 5. Procedure for Reports Provision by the Depository

- 5.1. Reports and notifications provided for herein, apart from those specified in paragraphs 2.1.29 and 2.1.30 hereof, shall be sent to the Depositor or to the person in whose name the subaccount of the transit Securities Account is opened by post.
- 5.2. Reports and statements specified in paragraphs 2.1.29 and 2.1.30 hereof shall be provided to the Depositor or the person in whose name the subaccount of the transit Securities Account is opened when they appear at the Depository in person, on the basis of a submitted Instruction.

### 6. Payments

- 6.1. The Depositor shall pay for the services of the Depository in line with the Rates of the Depository.
- 6.2. The Depository shall issue invoices to pay the services on a monthly basis, no later than 10 (ten) business days of month following the invoiced month.
  - 6.3. The Depositor shall pay the invoiced amount within 14 (fourteen) days of the invoice date.
- 6.4. If the Depository delays payment by more than one calendar month, the Depository may choose not to render services provided for herein to the Depositor (including suspension of transactions for securities debit or credit).
- 6.5. The Depositor must reimburse the expenses of the Depository with regard to keeping record of securities in upline depositories and performing transactions in upline depositories and registers based on the Depositor's Instructions. Final cash settlements with the Depositor for the performance of this transaction shall be performed after the transaction has been completed at the registrar (upline depository).
- 6.6. If the Depositor cancels an Instruction that it issued earlier or if an Instruction is rejected because it is impossible to fulfil the assignment, cash funds paid to the Depository for its services shall not be returned.

### 7. Term

- 7.1. This Agreement shall come to force from the date of its execution by the Parties and remain valid till the expiry of the specialized depository services agreement signed by the parties pursuant to paragraph 1.2 hereof.
- 7.2. Amendments to this agreement may be made based on an agreement of the Parties made in writing and signed by authorized representatives of the Parties.

#### 8. Termination

- 8.1. This agreement may be terminated as agreed by the Parties or as initiated by one of the Parties by a written notice at least thirty days before the termination date.
- 8.2. This agreement shall terminate automatically at its expiry or upon the termination of the specialized depository services agreement signed by the Parties pursuant to the Regulations for Bank GPB (JSC) Specialized Depository for Investment Funds, Mutual Investment Funds and Non-State Pension Funds dated June 01, 2017 No. II/42.
- 8.3. If this agreement is dissolved (terminated) before the date of building the mutual investment Fund, the Depository must take all measures available to transfer securities from subaccounts of the transit Securities Account to the account (accounts) specified in relevant subaccount detail forms. The agreement shall be deemed terminated after all securities that were kept in the subaccounts of the transit Securities Accounts have been transferred to the account (accounts) specified in relevant detail forms of subaccounts of the transit Securities Account.
- 8.4. The Depositor undertakes to pay the services of the Depository rendered up to the termination date hereof.

### 9. Dispute Resolution

- 9.1. If disputes arise while performing obligations hereunder, the Parties shall take measures to settle them by means of negotiations.
- 9.2. If they fail to reach an agreement, the dispute shall be referred to and resolved by the Arbitration Court of Moscow.

### 10. Final Provisions

- 10.1. This agreement was made in 3 (three) copies<sup>39</sup> in the Russian language being equally valid and binding: 1 (one) copy shall be kept by the Depositor, 2 (two) other copies – by the Depository.
  - 10.2. All annexes and all amendments hereto shall be its integral parts.

### 11. Addresses and Details of the Parties

**Depository:** Gazprombank (Joint Stock Company) 16 Nametkina Str., bldg 1, 117420 Moscow Location:

ss: 0/11 second Verkhae Mikhailovsky provezd 115/10 Moscow

Postai address: 9/11	secona verkin	ie-iviikiiaiiovsky	proyezu, 115419 Moscow.		
Bank details: INN	7744001497, K	KPP 997950001			
		c/a 301018102	20000000823		
		BIC 04452582	23		
<b>Depositor:</b> Location: Postal address: Bank details:					
	Depository:		Depo	sitor:	
	/	/		/	/
(surname, name, patrony SEAL	mic)	signature	surname, name, patronymic	signature SEAL	

<sup>&</sup>lt;sup>39</sup> A transit securities account agreement shall be made in 2 (two) copies, unless internal regulations of the Bank require the Depository to make agreements with Customers in 3 (three) copies.

### Annex 1 to the Transit Securities Account Agreement

# Instruction to perform administrative and information transactions on the transit securities account

O FFICIAL REMARKS REGARDING DO CUMENT AC	CCEPTANCE Ir	-01 Form Bank GPB (JSC)
Document acceptance Reg. N		
Date • • •		
Operator / /		
·		
Management company name		
Transit account number (do not hil in when opening an account)	OKPO _	
OGRN Date o	f state registration	
State registration authorit		
INSTRUCTION TO PERFORM ADMINISTRATIVE TRANSACTIONS	ON THE TRANSIT SECU	JRITIES ACCOUNT
TRANSACTION NAME		
Transit account opening		
Transit account closing		
INSTRUCTION TO PERFORM INFORMATION TRANSACTIONS O	N THE TRANSIT SECUE	RITIES ACCOUNT
TRANSACTION NAME		
Securities account statement as of the date:		
Abstract from the register of from • •		
transactions for the securities		
account: to • •		
Abstract from the inventory register from • • •		
for the securities account:		
Securities account statement as of		
INSTRUCTION TO PERFORM INFORMATION TRANSACTIONS O	ON THE SUBACCOUNT (	OF THE TRANSIT
SECURITIES ACCOUNT		
	all subaccounts	
TRANSACTION NAME		
Subaccount (subaccounts) statement • • •		
as of:		
Statement of transactions from • •		
on subaccount (subaccounts):		
Report on subaccount (subaccounts) transaction:		
(Subaccounts) transaction.		
Signature of the individuals specified in the bank card:		
/		
/	S	Seal
instruction date		

## Annex 2 to the Transit Securities Account Agreement

# Instruction to perform an administrative transaction on the subaccount of the transit securities account

	Tr-02 Form Bank GPB (JSC)
OFFICIAL REMARKS REGARDING DOCU	JMENT ACCEPTANCE
Document acceptance Reg. No.	
Date • • •	
Operator/	
Management company	
name	
Transit account number	OKPO OKPO
	Pate of state registration • •
	ate of state registration
State registration authorit	
INSTRUCTION TO PERFORM AN ADMINISTRATIVE TRANSACT SECURITIES ACCOU	
	ndments to customer details on subaccount No.
DETAILS OF THE INDIVIDUAL WHO TRANSFERRED SECURITI	
DETAILS OF THE INDIVIDUAL WHO TRANSFERRED SECURIT	ES ASTATIVIENT FOR INVESTIMENT ONLY
Last, first and patronymic name	
Citizenship Tax status	
Identification document	
Series Numbe	Issue date • •
Name of the issuing authority	
Subdivision code	
REGISTERATION OR RESIDENCE	E ADDRESS
Postal code Country	Region
District Locality	
Street House	Building Apartment
ADDRESS FOR CORRESPONDENCE (M	
specified if differs from the registration (resid	lence) address
Postal cod Country	Region
District Locality	
Street House	Building Apartment
DETAILS FOR RETURNING SECURITIES TO THE PERSON WHO TRANSFERE	RED SECURITIES AS PAYMENT FOR INVESTMENT UNITS
Signature of the individuals specified in the bank card:	
/	
/	Seal
instruction data	

Annex 3 to the Transit Securities Account Agreement

# Instruction to perform administrative and information transactions on the transit securities account

Tr-03 Form Bank G	PBC
OFFICIAL REMARKS REGARDING DOCUMENT ACCEPTANCE	1 15 (0)
Document acceptance Reg. N	
Date • • • •	
Operator/	
Management company name	
Transit account number OKPO	$\equiv$
OCDY P. C. V. V. C. T.	$\pm$
-	<u> </u>
State registration authorit	
INSTRUCTION TO PERFORM AN ADMINISTRATIVE TRANSACTION ON THE SUBACCOUNT OF THE TRANSI SECURITIES ACCOUNT	.1
Opening a subaccount Closing subaccount No Amendments to customer details on subaccount No.	).
DETAILS OF THE LEGAL ENTITY THAT TRANSFERRED SECURITIES AS PAYMENT FOR INVESTMENT UNITS	<u> </u>
DETAILS OF THE LEGAL ENTIT I THAT TRANSPERRED SECURITIES AS TATMENT FOR EVES IMENT UNITS	
Full name	
Form of incorporation	
Jurisdiction Tax status	
OGRN Date of state registration • • •	
State registration authorit	
OKPO TIN KPP	$\top$
LO CATION ADDRESS	
Postal cod Region	
District Locality	
Street House Building Apartment	
House Building Apartment	
ADDRESS FOR CORRESPONDENCE (MAILING ADDRESS)	
Postal cod Region	
District Locality	
Street House Building Apartment	
House Building Apartment	
ETAILS FOR RETURNING SECURITIES TO THE PERSON WHO TRANSFERRED SECURITIES AS PAYMENT FOR INVESTMENT	UNIT
Signature of the individuals specified in the bankcard:	—
/	
instruction date	

Annex 4 to the Transit Securities Account Agreement

### Transit Securities Account administrative transaction performance report

Bank GPB (JSC) form OTp-01

Depository name Depository address Depository registration document

## TRANSACTION COMPLETION REPORT

**Transaction:** Type of transaction

[Transaction number: transaction number]

**Date of transaction day of transaction completion** date [Date of business day of transaction completion: date]

Transaction Originator: company name/surname, name, patronymic [registration document/ other

data]

**Report recipient: company name/ surname, name, patronymic** [registration document/ other data]

[Status: Instruction status]

[Grounds for rejection: grounds for rejection]

### **Securities Account details**

Depository: Depository

Securities Account number: Securities Account number [account: account] [Information on the account: status / additional information / comment]

Depositor: company name/surname, name, patronymic

Identification data of the Depositor: registration document / other data

### **Securities Subaccount details**

Securities subaccount number Number

[Purpose purpose]

[Information on the subaccount: status / additional information / comment]

## Information on the person in whose name the securities subaccount is opened

Company name/surname, name, patronymic

**Identification data:** registration document/ other data

Place of residence or registration (location): address of residence residence address

or registration (location address)

**Address for correspondence (postal address): postal address** postal address:

**Details for securities return:** details of the account (accounts) in the register (registers) of registered securities and (or) securities account (accounts) (depository agreement number, depository name, depository agreement number, depository name) for returning securities in the cases stipulated by the legislation of the Russian Federation on investment funds.

Additional information

Report generation date: date

Responsible officer of Bank GPB (JSC): initials, surname

Employee issuing the report: initials, surname, signature

Annex 5

to the Transit Securities Account

Agreement

### **Transit Securities Account inventorial transaction report**

Bank GPB (JSC) form OTp-02

Depository name Depository address

Depository registration document

### TRANSACTION COMPLETION REPORT

**Transaction:** type of transaction

[Transaction number: transaction number]

Date of transaction day of transaction completion: date [Date of business day of transaction completion: date] [Date of commencement of Instruction processing]

Transaction Originator: company name/surname, name, patronymic [registration document/ other

data

**Report recipient:** company name/surname, name, patronymic [registration document/ other data]

[Status: Instruction status]

[Grounds for rejection: grounds for rejection]

### **Securities Account details**

**Depository**: Depository

Securities Account number: Securities Account number [account: account] [Information on the account: status/ additional information/ comment]

Securities subaccount number number [Purpose purpose]

[Information on the subaccount: status/ additional information/ comment]

Information on the person in whose name the subaccount is opened

Company name/surname, name, patronymic

**Identification data:** registration document/ other data

[Customer account code code]

Depositor: company name/surname, name, patronymic

Identification data of the Depositor: registration document/ other data

### **Corresponding Securities Account details**

Depository: depository

Securities Account number: Securities Account number [account: account]

[Information on the Securities Account: status/ additional information/ comment]

Securities subaccount number number [purpose purpose]

[Information on the subaccount: status/ additional information/ comment]

[Customer account code code]

Depositor: company name/surname, name, patronymic

Identification data of the Depositor: registration document/ other data

### **Securities**

Issuer: name

Securities name: name [/additional information on the issue]

Securities registration number: registration number Number of securities, pieces number (in words)

### **Additional information**

[type of transaction or another ground type of transaction or another ground]

[transaction amount and date transaction amount and date]

Additional information

Report generation date: date

Responsible officer of Bank GPB (JSC): initials, surname Employee issuing the report: initials, surname, signature

Annex 6 to the Transit Securities Account Agreement

### Notice on crediting securities to an Unidentified Persons Account

Bank GPB (JSC) form OTp-03

Depository address Depository registration document

Bank GPB (JSC) Depository hereby notifies the Depositor (<u>name of the management company</u>), in whose name transit Securities Account No.\_\_\_\_\_was opened with Depository No. 101, on crediting the following securities to the "Unidentified Persons Account" account on [date of crediting]:

Issuer	Securities name	Securities registration number	Number of securities, pieces	Additional information
name	name [/additional information on the issue]	registration number	number (in words)	additional information

Reason for crediting to the "Unidentified Persons Account": parameters of the securities specified in the copy of an application for acquiring investment units in (name of the mutual investment fund) and the securities that were received in the securities account of the nominee holder of Bank GPB (JSC) with (name of the book of records) do not match.

**Notice generation date:** [date]

Responsible officer of Bank GPB (JSC): initials, surname

Employee issuing the report: initials, surname, signature

Annex 7 to the Transit Securities Account Agreement

### **Securities conversion report**

Bank GPB (JSC) form OTp-04

Depository name

Depository address Depository registration document

### SECURITIES CONVERSION REPORT

**Transaction:** type of transaction

[Transaction number: transaction number]

Date of transaction day of transaction completion: date [Date of business day of transaction completion: date] [Date of commencement of Instruction processing]

Transaction Originator: company name/surname, name, patronymic [registration document/ other

data]

Report recipient: company name/surname, name, patronymic [registration document/ other data]

[Status: Instruction status]

[Grounds for rejection: grounds for rejection]

### **Securities Account details**

Depository: Depository

Securities Account number: Securities Account number [account: account] [Information on the account: status / additional information / comment]

Depositor: company name/surname, name, patronymic

Identification data of the Depositor: registration document/ other data

### **Securities Subaccount details**

Securities subaccount number number

[Purpose purpose]

[Information on the subaccount: status / additional information / comment]

Information on the person in whose name the securities subaccount is opened

Company name/surname, name, patronymic

**Identification data:** registration document / other data

### **Securities conversion information**

On [date] the transaction of converting the following securities was performed:

Issuer: name

Securities name: name [/additional information on the issue]

Securities registration number: registration number Number of securities, pieces number (in words)

The conversion was performed on the basis of the following coefficient:

State registration number of the previously placed issue	Securities coefficient	exchange	Registration the issue conversion performed	number of into which was	Exchange coefficient for securities placed by means of conversion

Additional information

Report generation date: date

Responsible officer of Bank GPB (JSC): initials, surname

Employee issuing the report: initials, surname, signature

Annex 8 to the Transit Securities Account Agreement

## Instruction to transfer securities from the transit securities account to the trustee's securities account

	OFFICIAL REMARKS REGARDING DO CUMENT ACCEPTANCE  r-04 form Bank GPB (X						
Docum Date Operat	nent acceptance		/				
CONSOLIDATED INSTRUCTION TO TRANSFER SECURITIES FROM THE TRANSIT SECURITIES ACCOUNT TO THE ACCOUNT OF THE TRUST MANAGER							
Transfer of securities between accounts			Management company OKPO OGRN State registration author		Date of state registration • • •		
Item No.	Debited subaccount of the transit account	Credited subaccount of the trustee's account		Issuer	State registration number of securities	Quantity	
Instruc	etions, total	on	page (pages)	Sig	gnature of the individual:	s specified in	in the bank card:/ Seal here
	•				/		/

	CONSOLIDATED INSTRUCTION TO TRANSFER SECURITIES FROM THE TRANSIT SECURITIES ACCOUNT TO THE ACCOUNT OF THE TRUST MANAGER								
Transi	t (debited) acco	unt number		Trustee's (credited) account number					
			with Depository No.	with Depository No.					
Item No.	Debited subaccount of the transit account	Credited subaccount of the trustee's account	Issuer	State registration number of securities	Quantity				
			Sig	nature of the individual	s specified in	n the bank card:			
Instru	etions, total	on	page (pages)	/		/			
	]			/		Seal here			

# Annex 9 to the Transit Securities Account Agreement

### Consolidated instruction to return securities from the transit securities account

		Consonance	i mstruction to re-	turn securities ii	om the t	ansit securities account				
	OFFICIAL REMARKS REGARDING DOCUMENT ACCEPTANCE r-05 form Bank GPB (JSC)									
Docum Date Operat	nent acceptance	Reg. N								
	CONSOLIDATED INSTRUCTION TO RETURN SECURITIES FROM THE TRANSIT SECURITIES ACCOUNT									
	Management company name  OGRN Date of state registration • tate registration authority									
OKPO		Transit account nu	ımber	wit	h Depository	No.				
Due to	expiry of the u	unit investment fund set-up period and	d failure to							
set up	a unit investme	ent fund, we hereby request you to tra	nsfer the securities listed belo	w to the persons that have	transferred the	nem as a payment for investment units, using the details submitted to the Deposite				
Item No.	Debited subaccount of the transit	Full name (Company name)	Issuer	State registration number of securities	Quantity					
	_		Sig	gnature of the individual	s specified in	the bank c				
Instruc	ctions, total	on page (pages)	_	/		/				
						Seal here				
	•   _   •			/		/				

	CONSOLIDATED INSTRUCTION TO RETURN SECURITIES FROM THE TRANSIT SECURITIES ACCOUNT								
Transi	Transit (debited) account number								
	with Depository No.								
Item No.	Debited subaccount of the transit account	Full name (name)	Issuer	State registration number of securities	Quantity				
	Signature of the individuals specified in the bank c								
Instru	ctions, total	on page (pages)		/		/			
				/		Seal here			

Annex 10 to the Transit Securities Account Agreement

# Instruction to perform information transactions on the subaccount of the transit securities account

Tr-06 Form Bank	GPB (JSC
OFFICIAL REMARKS REGARDING DOCUMENT ACCEPTANCE	
Document acceptance Reg. N  Date • • • • • • • • • • • • • • • • • • •	
Operator/	
INSTRUCTION TO PERFORM INFORMATION TRANSACTIONS ON SUBACCOUNT NO. OF TRANSIT SECURITIES A	CCOU
(FOR PERSONS THAT TRANSFERRED SECURITIES AS PAYMENT FOR UNIVESTMENT UNITS)	
Management company name	$\overline{}$
Transit account number OKPO	$\overline{\Box}$
OGRN Date of state registration • •	
State registration authorit	
DETAILS OF THE INSTRUCTION INITIATOR - INDIVIDUAL	
Last, first and patronymic na	
Citizenship Tax status	
Identification document	
Series Numbe Issue date	
Name of the issuing authority	
Subdivision code	
DETAILS OF THE INSTRUCTION INITIATOR - LEGAL ENTITY	
Full name	
Form of incorporation	
Jurisdiction Tax status	
OGRN Date of state registration • •	
State registration authorit	
OKPO TIN KPP	
TRANSACTION NAME	
Subaccount (subaccounts) statement as of:	
Statement of transactions on subaccount (subaccounts):  to  • • • • • • • • • • • • • • • • •	
Report on subaccount (subaccounts) transaction:	
SIGNATURE OF THE TRANSACTION INITIATOR	
Signature of the individuals specified in the bank c	
/ Individual/	/
	]
instruction date  Seal	

Annex 11 to the Transit Securities Account Agreement

### **Transit Securities Subaccount statement**

Bank GPB (JSC) form OTp-05

Depository name Depository address Depository registration document

#### SECURITIES SUBACCOUNT STATEMENT

Securities Account number: Securities Account number:

account: account

[Information on the Account: status / additional information / comment] Securities Account owner: Company name/surname, name, patronymic

Identification data of the securities account owner: registration document / other data

Information on the person in whose name the securities subaccount is opened

company name/surname, name, patronymic

**Identification data:** registration document / other data

Statement generation date: date

This statement is a document evidencing that as of [the time of generating the statement | end of the day] date the [following] securities were [not] registered in the securities subaccount

Subaccount: number [Information on the subaccount: purpose/status/add. information]

Issuer	Securities name	Securities registration number	Customer account	Number of securities, pieces	Additional information/Comment
name	name [/additional	registration	[Customer	number (in words)	additional information/comment
	information on the issue]	number	account]		
name	name [/additional	registration	[Customer	number (in words)	additional information/comment
	information on the issue]	number	account]		

Contractor: initials, surname

Responsible officer of Bank GPB (JSC):

[SEAL]

Initials, surname, signature

Annex 12

to the Transit Securities Account Agreement

### **Transit Securities Subaccount transactions statement**

Bank GPB (JSC) form OTp-06

Depository name Depository address Depository registration document

#### TRANSIT SECRITIES SUBACCOUNT TRANSACTIONS STATEMENT

[on all|Instruction status/Instruction type/security]\*

Securities Account number: Securities Account number:

account: account

[Information on the Securities Account: status / additional information / comment]

Securities Account owner: company name/surname, name, patronymic

Identification data of the securities account owner: registration document / other data

Information on the person in whose name the securities subaccount is opened

company name/surname, name, patronymic

**Identification data:** registration document / other data

Statement generation date: date

This statement is a document evidencing that from date to [the moment when the statement was generated | end of day] date the following Instructions

were registered | no Instructions were registered in respect of the subaccount

Book of records/ Instruction	Date of registration	Type of Instruction	Book of records/Account/subaccount (debit)	Book of records/Account/subaccou nt (credit)	Registration number of securities	Number of securities	Type of deal or another ground	Date of performance	Instruction number	Status
No. Number	Date	type	subaccount code	subaccount code	registration number of securities	number	grounds	date	number	status
Number	Date	type	subaccount code	subaccount code	registration number of securities	number	grounds	date	number	status

Contractor: initials, surname

Responsible officer of Bank GPB (JSC):

[SEAL]

Initials, surname, signature

Bank GPB (JSC) Depository Terms and Conditions

229

Annex 9 to Bank GPB (JSC) **Depository Terms and Conditions** dd. "23" August 2022 No. 1117

# Securities Subaccounts Modes<sup>40</sup>

Name of Subaccount of the Securities Account	Securities status	Permitted transactions with securities that are kept record of in the Securities Subaccounts	Specifics of the Securities Subaccounts
Main	Free	No restrictions for securities transactions are set	The Securities Subaccount is opened simultaneously with the opening of the Securities Account.  No more than one Main Securities Subaccount is opened in a Securities Account.  No Authorized Person can be appointed for the Securities Subaccount.  The Securities Subaccount is closed simultaneously with the closing of the Securities Account
Regular	Free	No restrictions for securities transactions are set	The number of Securities Subaccounts is unrestricted.  The Securities Subaccount is opened/closed with an Instruction from the Depositor/Authorized Person.  An Authorized Person can be appointed for the Securities Subaccount.
Trading. (TPBR. Trading/ settlements/ "Blocked for clearing. Collateral for Transactions")	Blocked for trading	Restrictions in respect of purposes for performance and (or) securing liabilities admitted to clearing are set.	The subaccount is opened on the basis of an Instruction from the Depositor. An Authorized Person can be appointed for the Securities Subaccount. Subaccount closure is performed on the basis of an Instruction from the Depositor/Authorized Person regarding the closure of a trading account. The closure of a trading subaccount of a Brokerage Customer shall be performed on the basis of a Service Instruction after the information on the termination of a brokerage services agreement has been received provided that the mentioned subaccounts contain no securities and upon the completion

<sup>&</sup>lt;sup>40</sup> Dependent on the Securities Accounts, the Depository shall open corresponding subaccounts in accordance with this Annex. The Depository may use other subaccounts opened pursuant to the current legislation of the Russian Federation and an agreement with the Depositor.

Name of Subaccount of the Securities Account	Securities status	Permitted transactions with securities that are kept record of in the Securities Subaccounts	Specifics of the Securities Subaccounts
			of all settlements with the Brokerage Customer.
Brokerage	Free	Transactions shall be performed under a brokerage services agreement signed with the Bank.	The subaccount is opened on the basis of an Instruction from the Depositor being a Brokerage Customer. The Subaccount is closed with a Service Instruction. An authorized person can be appointed for the subaccount.
Third-Party Books of Record. Main	Free	Transactions shall be performed on the Customer's Instruction.	The Subaccount is opened on the Customer's Instruction on the Trading Account (NSD clearing organization). The Subaccount is closed on the Customer's Instruction/Service Instruction. An authorized person can be appointed for the Subaccount.
Brokerage. Clearing settlements	Free	Transactions shall be performed under a brokerage services agreement signed with the Bank.	The Subaccount may be opened on the Brokerage Customer's Instruction/Service Instruction on the Trading Account (NSD clearing organization).  The Subaccount is closed on the Service Instruction.  An authorized person can be appointed for the Subaccount.
"Certified owner WTRC""	Free	No restrictions for securities transactions are set.	The subaccount is intended for keeping record of US securities owned by certified owners and registered in securities accounts of intermediary Depositors (the term "intermediary" shall be understood in accordance with the US tax legislation).  The subaccount is opened in respect of each certified owner.  The number of Securities Subaccounts is unrestricted.  The Securities Subaccount is opened with an Instruction from the Depositor/Authorized Person.  A subaccount is closed with an Instruction from the Depository.  An Authorized Person can be appointed for the Securities Subaccount.

Name of Subaccount of the Securities Account	Securities status	Permitted transactions with securities that are kept record of in the Securities Subaccounts	Specifics of the Securities Subaccounts
Brokerage. Certified owner WTRC"	Free	Transactions shall be performed under a brokerage services agreement signed with the Bank.	The subaccount is opened in non-trading securities accounts of intermediary Brokerage Customers and is intended for keeping record of US securities belonging to ultimate owners.  The term "intermediary" is understood in accordance with the US tax legislation.  The subaccount is opened in respect of each certified owner.  The number of Securities Subaccounts is unrestricted.  The Securities Subaccount is opened with an Instruction from the Depositor/Authorized Person.  A subaccount is closed with an Instruction from the Depositor/Authorized Person/Depository.  An Authorized Person can be appointed for the Securities Subaccount.
Blocked as pledged	Blocked as pledged	Transactions with securities are blocked. Transactions with securities encumbered with pledge are allowed in accordance with these Terms and Conditions.	The Securities Account can have an unlimited number of Securities Subaccounts.  The Securities Subaccount is opened in the Securities Account of the pledgor Depositor in accordance with an Instruction on whose basis pledge transactions are performed.  The Securities Subaccount is closed after all securities Subaccount is closed after all securities are debited from the Securities Subaccount in accordance with an Instruction on whose basis pledge transactions are performed.  An Authorized Person can be appointed
Blocked due to seizure	Blocked due to seizure	Transactions with securities are blocked until the Depository receives documents confirming the cancellation of seizure in accordance with the current legislation.	for the Securities Subaccount.  The Depository does not restrict the number of Securities Subaccounts.  The Securities Subaccount is opened with a Service Instruction.  The Securities Subaccount is closed with a Service Instruction after all securities have been debited.  No Authorized Person is appointed for the Securities Subaccount.
Blocked due to seizure of pledged securities	Blocked due to seizure of securities encumbered with a pledge	Transactions with securities are blocked and recorded on the Securities Subaccount until the Depository receives documents confirming the cancellation of seizure in accordance with the current legislation.  When the seizure is cancelled, the securities are transferred to the Securities Subaccount intended for accounting for pledged securities.  In case of termination of the obligation secured by the right of	The Depository does not restrict the number of Securities Subaccounts.  The Securities Subaccount is opened with a Service Instruction.  The Securities Subaccount is closed with a Service Instruction after all securities have been debited.  No Authorized Person is appointed for the Securities Subaccount.

Name of Subaccount of the Securities Account	Securities status	Permitted transactions with securities that are kept record of in the Securities Subaccounts	Specifics of the Securities Subaccounts
		pledge, the seized securities are transferred to the Securities Subaccount "Blocked due to seizure".	
		If the seized securities are encumbered with the right of pledge under several agreements (subsequent pledge), then upon termination of one of the obligations secured by the right of pledge, the seized securities are transferred to the newly opened Securities Subaccount "Blocked due to seizure of pledged securities".	
Brokerage. Blocked due to seizure	Blocked due to seizure	The Subaccount is opened on the Securities Account of the Brokerage Customer. Transactions with securities are blocked until the Depository receives documents confirming the cancellation of seizure in accordance with the current legislation.	The Depository does not restrict the number of Securities Subaccounts.  The Securities Subaccount is opened with a Service Instruction.  The Securities Subaccount is closed with a Service Instruction after all securities have been debited.  No Authorized Person is appointed for the Securities Subaccount.
Blocked to reflect seizure of nominal holding	Blocked	Transactions with securities are blocked until the Depository receives documents from the Depositor (applications) confirming the cancellation of seizure of the Depositor's nominal holding.	Subaccounts are opened in Security Accounts of Depositors being nominee holders, foreign nominee holders.  The Depository does not restrict the number of Securities Subaccounts.  The Securities Subaccount is opened with a Service Instruction.  Securities debiting/crediting is performed provided that applications regarding seizure/release from seizure in the Depositors' nominal holding system have been received from Depositors.  The Securities Subaccount is closed with a Service Instruction after all securities have been debited.  No Authorized Person is appointed for the Securities Subaccount.
Blocked on other grounds	Blocked on other grounds as determined by the Customer	Transactions with securities are blocked, and they are unblocked with an Instruction from the Depositor/Authorized Person	The Securities Account can have an unlimited number of the mentioned Securities Subaccounts.  The Securities Subaccount is opened on the basis of an Instruction from the Depositor/Authorized Person of the Depositor.  The Securities Subaccount is closed with a Service Instruction after all securities have been debited.  An Authorized Person can be appointed for the Securities Subaccount.

Name of Subaccount of the Securities Account	Securities status	Permitted transactions with securities that are kept record of in the Securities Subaccounts	Specifics of the Securities Subaccounts
Blocked against a liability	Blocked under an encumbrance agreement	Transactions with securities are blocked when the Bank and the Depositor sign an agreement (for example, agreement on specific features of custody transactions, an encumbrance agreement). Unblocking is performed when events specified in the encumbrance agreement tracked by the Depository occur.	The Securities Account can have an unlimited number of the mentioned subaccounts.  The Subaccount is opened on the basis of an Instruction from the Depositor/Authorized Person.  The Subaccount is closed with a Service Instruction after all securities have been debited.  No Authorized Person is appointed for the Subaccount.
Blocked for corporate actions	Blocked for corporate actions	Transactions with securities are blocked under the Service Instruction or on the basis of the Application for participation in the corporate action.  The Subaccount is unblocked and securities are debited from it on the basis of a TPBR report and the Service Instruction (if necessary).	The Securities Account can have an unlimited number of the mentioned subaccounts.  The Subaccount is opened on the basis of an Instruction/Application (instructions/guidance) from the Depositor/Authorized Person and a service Instruction from the depository.  The Subaccount may be closed upon Securities Account closing as well as under the Service Instruction.  No Authorized Person is appointed for the Subaccount.
Brokerage. Blocked for corporate actions	Blocked for corporate actions	Transactions with securities are blocked under the Service Instruction or on the basis of the Application for participation in the corporate action.  The Subaccount is unblocked and securities are debited from it on the basis of a TPBR report and the Service Instruction (if necessary).	Subaccounts are opened in trading securities accounts/non-trading securities accounts for brokerage customers.  Subaccounts are opened on the basis of Instructions/applications (guidance/instructions) from the Depositor, Authorized Person, a Service Instruction of the Depository.  The Subaccount may be closed upon Securities Account closing as well as under the Service Instruction.  No Authorized Person is appointed for the Subaccount.
Blocked (### <sup>41</sup> )	Blocked for grounds determined by TPBR	Transactions with securities are blocked to secure liabilities that serve as grounds for securities blocking in Third-Party Books of Records.	The Depository does not restrict the number of Subaccounts.  The subaccount is opened with an Instruction from the Depositor/Authorized Person/Depository.  The subaccount is closed after all securities have been debited with a Service Instruction.  An Authorized Person can be appointed for the Subaccount <sup>42</sup> .

<sup>&</sup>lt;sup>41</sup> ### - grounds for blocking securities determined by TPBR.

<sup>&</sup>lt;sup>42</sup> The appointment of an Authorized Person for the mentioned Securities Subaccount is determined by the grounds for blocking. Securities Subaccounts intended for blocking securities on the grounds determined in this table: pledge, seizure, other conditions etc. have Authorized Persons appointed within the procedure determined in these Terms and Conditions. Securities Subaccounts intended for blocking securities on the grounds determined in TPBR have Authorized Persons appointed within the procedure determined in these Terms and Conditions and the rules of TPBR.

Name of Subaccount of the Securities Account	Securities status	Permitted transactions with securities that are kept record of in the Securities Subaccounts	Specifics of the Securities Subaccounts
Accepted towards payment for mutual investment fund units	Blocked	Transactions with securities are blocked except transactions listed in the transit Securities Account agreement	The Securities Account can have an unlimited number of Subaccounts.  The Subaccount is opened on the basis of an Instruction from the management company.  The Subaccount is closed with an Instruction from the management company.  No Authorized Person is appointed for the Subaccount.
Blocked. Securities credited without due grounds.	Blocked	Securities are credited to the subaccount with a service Instruction.  Transactions with securities are blocked, except global transactions and securities return transactions.	The subaccount is opened in securities accounts of securities recipients that had no due grounds for such receipt of securities (owner, trust manager, deposit securities account, foreign custodian, depository programs securities account). No Authorized Person is appointed for the Subaccount.  The section is opened/closed on the basis of a service Instruction.
Securities transferred to NCC to the property pool	Blocked	To account for assets transferred to the property pool. Transactions with securities are blocked	The Subaccounts are opened on Trading Securities Accounts of Brokerage Customers. Subaccounts are opened, securities are debited/credited on the basis of TPBR reports on transferring/withdrawing assets to/from the property pool, the Depository's Service Instruction. The Subaccount can be closed when the Securities Account is closed, as well as on the basis of a Service Instruction. No Authorized Person is appointed for the Subaccount.

Annex 10 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

# **Application**

П	Γo be made on the or	rganization's letterhead	
For a confirmation of the right to apply the 0 (zero) per cent rate to income in the form of dividends  Date	y		
	On dividend	taxation.	
Company	owns	pieces of	<b>,</b>
Organization name		quantity	Securities issue
which amounts to% of its a	uthorized capital.		
The above shares have been of	owned by	as of the date when	the General Meeting
of Shareholders of	Organizat took the decision	ion name on to pay dividends for mon	re than 365 days.
Pursuant to paragraph 1 of be applicable to income received by the day (specify the date – dd.m organization that receives the divide the authorized capital of the organization that receives the divide the authorized capital of the organization that receives the divide the authorized capital of the organization that receives the divide the authorized capital of the organization that receives the divide the authorized capital of the organization that receives the divide the authorized capital of the organization that receives the divide the authorized capital of the organization that receives the divide the authorized capital of the organization that receives the divide the authorized capital of the organization that receives the divide the authorized capital of the organization that receives the divide the authorized capital of the organization that receives the divide the authorized capital of the organization that receives the divide the authorized capital of the organization that receives the divide the authorized capital of the organization that receives the divide the authorized capital of the organization that receives the divide the authorized capital of the organization that receives the divide the authorized capital of the organization that receives the divide the organization that receives the divide the organization that the divide the organization that the divide	y Russian organizam.yyyy) when the ends has continuou tation that pays ou	e decision to pay out div asly owned at least a 50 per t dividends for at least 365	nds provided that as of vidends was made the cent holding (stake) in calendar days.
Organization name			
of the Russian Federation within the Tax Code. Please find supporting organization with a taxation body, organization with a taxation body, for	g documents atta form No. 11УП-	ched (Notice on the reg Учет and Certificate of re	istration of a foreign
In view of the above, I her	reby ask you not to	apply tax to dividends pay	yable for the year 20
received by	as a shareholder of	f	
Organization name		Issuer name	
Attachments, SS sheets in total	al:		
- a copy of document XX on	YY sheers, 1 copy		
		•	
- a copy of document EE on F	FF sheers, 1 copy;	;	
<ul> <li>a copy of document EE on F</li> <li>Position of the authorized perso</li> </ul>	, 10,	;	

<sup>&</sup>lt;sup>43</sup> This paragraph shall only be included in the text of the application if the Depositor is a foreign organization that, at its own discretion, acknowledges itself to be a tax resident of the Russian Federation

Annex 11 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

# **Request for Information via SWIFT**

Description of the structure of MT564 message Notice on a corporate action: request for a securities owners list

Sender: **Depository** Recipient: **Depositor** 

MT564 message is used to deliver a request from the Depository to the Depositor to collect an "Owners List/" or to send information on a corporate action, including for the purposes of making a "list of persons exercising rights with regard to securities".

No. SWIFT User Hand book	Mandat ory or not	Field code	Field name	Format and identifier	Additional information			
Mandator	Mandatory sequence A general information							
1	M	:16R:	Start of block	16c GENL	GENL – general information			
3	M	:20C:	reference number of message sender	:4!c//16x CORP	CORP – reference number assigned by the issuer, the Central Depository or the Depository for unique identification of a corporate action event (corporate action reference number).  EXAMPLE: :20C::CORP// DPZUMO0001			

No. SWIFT User Hand book	Mandat ory or not	Field code	Field name	Format and identifier	Additional information
3	M	:20C:	reference number of message sender	:4!c//16x SEME	SEME – reference number assigned by the Depositor for unique identification of this message.  EXAMPLE: :20C::SEME// DPZ344
4	M	:23G:	Message function	4!c[/4!c] NEWM CANC	NEWM – new message REPL – replacement for a message sent earlier RMDR – reminder of an event CANC – the message contains a request to cancel what was sent previously  EXAMPLE: :23G:NEWM
5	M	:22F:	Corporate action event indicator	:4!c/[8c]/4!c CAEV//DSCL or CAEV// WTRC or CAEV// GMET or CAEV// XMET or CAEV// BIDS or CAEV// TEND or CAEV// PRIO	CAEV// WTRC – corporate action type – on providing tax information (Confirmation of exemption from non-resident tax)  CAEV// DSCL – corporate action type – request to provide a "Securities owners list"  CAEV// GMET – corporate action type – information on a meeting of shareholders for the purposes of making a "List of persons exercising rights with regard to securities"  CAEV// XMET – corporate action type – information on an extraordinary meeting of shareholders for the purposes of making a "List of persons exercising rights with regard to securities"

No. SWIFT User Hand book	Mandat ory or not	Field code	Field name	Format and identifier	Additional information
					CAEV// BIDS – corporate action type – information on securities buyout  CAEV// TEND – corporate action type – information on securities buyout  CAEV// PRIO – corporate action type – information on the right of first refusal  EXAMPLE: 22F::CAEV// WTRC or :22F::CAEV//DSCL
5	M	:22F:	Voluntary/mandatory indicator	:4!c/[8c]/4!c CAMV//MAND or CAMV// VOLU or CAMV// CHOS	CAMV// MAND –(mandatory, no instructions required) or CAMV// VOLU – (voluntary) or CAMV// CHOS –(instructions required) Voluntary/mandatory indicator.  EXAMPLE: :22F::CAMV//MAND
6	O	:98a:	Date of preparing the message	A or C A - :4!c//8!n C - :4!c//8!n6!n PREP	PREP – date or date and time of preparing the message  EXAMPLE: :98A::PREP//20131003 or :98C::PREP//20131003111200

No. SWIFT User Hand book	Mandat ory or not	Field code	Field name	Format and identifier	Additional information
7	M	:25D:	Code of status, determining the degree of completeness of information contained in the message	:4!c/[8c]/4!c PROC//COMP	PROC//COMP – the message contains all information relating to the corporate action event.  EXAMPLE: :25D: PROC//COMP
13	M	:16S:	End of block	GENL	
	quence A g				
Mandato	ry sequence	e B securi	ties to which the action i	relates	
14	M	:16R:	Start of block	USECU	USECU – securities to which the action relates
15	M	:35B:	Financial instrument identification	[ISIN1 !e12!c] [4*35x]	Security identification. To be specified in line with the current version of SWIFT-RUS recommendations.  Example: :35B:ISIN RU0007661625 /RU/1-02-00028-A 'OAO "GAZPROM", AKCII OBYKN., VYP USK 2
Mandato	ry repeatin	g sub-seq	uence B2 account inform	nation	
25	M	:16R:	Start of block	ACCTINFO	ACCTINFO – account information

No. SWIFT User Hand book	Mandat ory or not	Field code	Field name	Format and identifier	Additional information			
27	M	:97a:	Securities Account	A - :4!c//35x SAFE	SAFE – Depositor's securities account Option A only is allowed.  Example: :97A::SAFE//101/1234567			
29	M	:93a:	Balance of securities to which the corporate action is applicable	B - :4!c//35x ELIG//UNIT	ELIG//UNIT – total balance of all securities to which the corporate action relates.  EXAMPLE: 93B::ELIG//UNIT /50000,00			
30	M	:16S:	End of block	ACCTINFO				
End of su	b-sequence	B2 accor	unt information					
31	M	:16S:	End of block	USECU				
End of se	End of sequence B securities to which the action relates							
Non-man	datory sequ	uence D c	orporate action details					
42	M	:16R:	Start of block	CADETL	CADETL – corporate action details			

No. SWIFT User Hand book	Mandat ory or not	Field code	Field name	Format and identifier	Additional information
43	M	:98a:	Date	A or C - :4!c//8!n RDTE	RDTE – date or date and time of recording the securities owners list  EXAMPLE: :98A::RDTE//20131008 or :98C::RDTE//20131008000000
43	M	:98a:	Date	A - :4!c//8!n RDDT	RDDT – deadline for delivering the securities owners list to the Depository  EXAMPLE: :98A::RDDT//20131006
54	M	:16S:	End of block	CADETL	
	-	-	action details		
Non-man	idatory sequ	uence F a	dditional information		
98	M	:16R:	Start of block	ADDINFO	ADDINFO – additional information
99	0	:70E:	Free text	:4!c//10*35x <b>ADTX</b>	ADTX – additional information on the corporate action EXAMPLE: :70E:: ADTX // additional information
99	О	:70E:	Free text	:4!c//10*35x <b>PACO</b>	PACO – additional information on a party, e.g. a contact person or a division that is responsible for the transaction specified in this message.  EXAMPLE: :70E::PACO// UPRAVLENIE MEJDEPOZITARNYH OPERACIi

No. SWIFT User Hand book	Mandat ory or not	Field code	Field name	Format and identifier	Additional information				
					TEL.495 2669500				
101	M	:16S:	End of block	ADDINFO					
End of se	End of sequence F additional information								

**End of sequence F additional information** 

# **Example of filling in SWIFT MT564 message (request for summarized taxation information)**

:16R:GENL

:20C::CORP//DPZUMO270

:20C::SEME//DPZUMO270

:23G:NEWM

:22F::CAEP//GENL

:22F::CAEV//WTRC

:22F::CAMV//VOLU

:25D::PROC//COMP

:16S:GENL

:16R:USECU

:35B:ISIN RU0007661625

OAO GAZPROM

GOS.NUM. 1-02-00028-A

:16R:ACCTINFO

:97A::SAFE//1158930

:93B::SETT//UNIT/123456789,00

:16S:ACCTINFO

:16S:USECU

:16R:CADETL

:98A::RDTE//20140508

:98A::RDDT//20140513

:16S:CADETL

:16R:ADDINFO

:70E::ADTX//TAX DISCLOSURE

:16S:ADDINFO

Annex 12 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

# Provision of Summarized Information (Tax Disclosure) via SWIFT

## MT599 message structure description

## Message in a free format

Sender: Depositor/Depository

Recipient: **Depository/Depositor** 

MT599 message is used to deliver messages in a free format from the Depositor to the Depository

№ SWIFT User Hand book	Field code	Mandatory or not	Name	Format and identifiers	Additional information			
1.	20		Reference number of message sender		Unique outgoing Instruction number in the message Sender numbering system			
					EXAMPLE: :20:20040723000321			
3.	79	M	Free text	35*50x	Message text in a free format			

In the SWIFT system, tax disclosure is provided in the MT599 format. If the volume of information is large, tax disclosure can be provided in several consecutive MT599 messages. Every subsequent MT599 message only adds information that was not included in the previous MT599 message.

An MT599 message must be structured as follows:

First line specifies the persons (whether legal entities or individuals) on which the information is provided. If information is provided on legal entities, Summarized Tax Information on Legal entities shall be included. If information is provided on individuals, Summarized Tax Information on Individuals shall be included.

Second line specifies "SAFE" key word and the securities account number subject to tax disclosure. For example, SAFE 12345.

Third line specifies securities ISIN. If no ISIN is available, the registration number shall be provided. For example, ISIN RU0007661625.

Fourth line specifies "RDTE" key word and date at which the list is provided. For example, RDTE 20140710.

Fifth line specifies "PART" key word, sequential message number and total number of messages with "/" symbol. For example, PART 1/4.

Sixth line contains the table header similar to tax disclosure in hard-copy form, where number of each column is put in parentheses. Example: (1)(2)(3)(4)(5)(6).

Seventh and subsequent lines contain data similar to the lines disclosed in a hard-copy form, where each value is put in parentheses. Empty values are also put in parentheses. Example: (1)(US)(United States)(100000)(50000)(10).

If several consecutive MT599 messages are sent, the first 6 lines are added to each MT599 message.

At the end of the last SWIFT MT599 message an acknowledgment of correctness of provided data is mandatorily included:

We hereby confirm that: 1) All of the data in the attached tables relate only to the owners of the securities; 2) Information about jurisdiction of owners are complete and correct; 3) Tax rates are correct and based on the articles of the Tax Code of the Russian Federation and international agreements between the Russian Federation and the country of tax jurisdiction.

Example of filling in SWIFT MT599 message corresponding to the example of filling in hard-copy form.

## MT599 message for legal entities:

:79: Summarized Tax Information on Legal entities

**SAFE 12345** 

ISIN RU0007661625

RDTE 20140710

**PART 1/1** 

(1)(2)(3)(4)(5)(6)

(1)(US)(United States)(100000)(50000)(10)

(2)(CY)(Cyprus)(30000)(15000)(10)

(3)(RU)(Russian Federation)(50000)(25000)(9)

(4)(DE)(Germany)(20000)(10000)(15)

We hereby confirm that: 1) All of the data in the attached tables relate only to the owners of the securities; 2) Information about jurisdiction of owners are complete and correct; 3) Tax rates are correct and based on the articles of the Tax Code of the Russian Federation and international agreements between the Russian Federation and the country of tax jurisdiction.

## MT599 message for individuals:

:79: Summarized Tax Information on Individuals

SAFE 12345

ISIN RU0007661625

RDTE 20140710

PART 1/1

(1)(2)(3)(4)(5)(6)

(1)(US)(United States)(7000)(3500)(10)

(2)(CY)(Cyprus)(80000)(40000)(10)

(3)(RU)()(6000)(3000)(9)

(4)(DE)(Germany)(90000)(45000)(15)

We hereby confirm that: 1) All of the data in the attached tables relate only to the owners of the securities; 2) Information about jurisdiction of owners are complete and correct; 3) Tax rates are correct and based on the articles of the Tax Code of the Russian Federation and international agreements between the Russian Federation and the country of tax jurisdiction. Example of filling in SWIFT MT599 messages when information is to be transferred in more than one message.

:79: Summarized Tax Information on Legal entities

**SAFE 12345** 

ISIN RU0007661625

RDTE 20140710

**PART 1/2** 

(1)(2)(3)(4)(5)(6)

(1)(US)(United States)(100000)(50000)(10)

(2)(CY)()(30000)(15000)(10)

SWIFT MT599 (first message)

SWIFT MT599 (second message)

:79: Summarized Tax Information on Legal entities

SAFE 12345

ISIN RU0007661625

RDTE 20140710

**PART 2/2** 

(1)(2)(3)(4)(5)(6)

(3)(RU)()(50000)(25000)(9)

(4)(DE)(Germany)(20000)(10000)(15)

We hereby confirm that: 1) All of the data in the attached tables relate only to the owners of the securities; 2) Information about jurisdiction of owners are complete and correct; 3) Tax rates are correct and based on the articles of the Tax Code of the Russian Federation and international agreements between the Russian Federation and the country of tax jurisdiction.

Annex 13 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

### Letter

	Ecter		
(on the organization's letterhead)			
(8		Gazprombank	
		Gazprombank (Joint Stock Comp	vany)
		16 Nametkina st.,	
		bld. 1, 117420 Moscow	
We would like to hereby ask you to accept a tax	disclosure (summarized tax information) as provided fo	r in Clause 214.6 and/or Clause 310.1 of the	he Tax Code of the Russian Federation.
Securities Account No	<del>.</del>		
ISIN of the securities			
Securities registration number			
Date of recording			
- data on the jurisdictions of the owner	tables are only calculated for securities owners; are complete and correct; sis of the clauses of the Tax Code of the Russian Federa	tion and International Treaties signed by a	and between the Russian Federation and
Enclosures: Attachments: on sheets, 1 copy.			
Authorized persons:			
(position)	(surname, name, patronymic)		(signature)
(position)	(surname, name, patronymic)		(signature)
		SEAL	

				Annex to letter date	ed	No			
Summariz Entry No.	zed Tax In	d Tax Information on Legal entities  Tax jurisdiction			Number of depository receipts (pieces)	Stated taxation rate	Grounds for tax reliefs		
	Code	Country name	Taxation ID (INN) of the Russian organization			_	Document n		Clause number, paragraph/sub- paragraph of the clause
1	2	3	4	5	6	7	8		9
Entry No.		formation on Individuals  Tax jurisdiction	Number of Russian securities (pieces)	Number of depository receip (pieces)	receipts rate		or tax reliefs		
	Code	Country name				Docu	iment name	paragraph,	e number, /sub-paragraph ne clause
1	2	3	4	5	6		7		8
	Authorize per	ed esons:							
	(positio	n) (surname, name, par	tronymic)		(sign	nature)			
	(position	n) (surname, name, pat	tronymic)	SEAL	(sign	nature)			

# Tax disclosure completion procedure

## For legal entities

Table	Description	Mandatory to be
column		filled in or not
number		
1	Number of line in tax disclosure. Consecutive numbering of lines is to be applied. Line numbers must not repeat.	YES
2	Code of state where the disclosed person is a tax resident (tax jurisdiction). To be specified in accordance with the ISO 3166 standard,	YES
	letter code alpha-2	
3	Name of state where the disclosed person is a tax resident. The name of the state is to be specified in accordance with the ISO 3166	YES
	standard	
4	Taxation ID (INN) of a Russian organization is only specified if interest income is paid to such a Russian organization	YES
5	The number of Russian securities is to be specified.	YES
6	The number of depository receipts issued in respect of Russian shares is to be specified. This field is only mandatory for filling in when	YES
	disclosing information on "depository programs" securities accounts	
7	Tax rate stated by the person providing the tax disclosure (per cent).	YES
8	RF Tax Code or title and date of the international taxation treaty of the Russian Federation that provides for a reduced tax	YES
	rate (exemption from tax). The field is only mandatory if there is the right to preferential tax treatment (tax exemption).	
9	Number of the clause, paragraph/sub-paragraph of the RF Tax Code or international taxation treaty of the Russian Federation	YES
	that provides for a reduced tax rate (exemption from tax). The field is only mandatory if there is the right to preferential tax	
	treatment (tax exemption).	

# For individuals

Table	Description	Mandatory to be
column		filled in or not
number		
1	Number of line in tax disclosure. Consecutive numbering of lines is to be applied. Line numbers must not repeat.	YES
2	Code of state where the disclosed person is a tax resident (tax jurisdiction). To be specified in accordance with the ISO 3166 standard,	YES
	letter code alpha-2	
3	Name of state where the disclosed person is a tax resident. The name of the state is to be specified in accordance with the ISO 3166	YES
	standard	
4	The number of Russian securities is to be specified.	YES
5	The number of depository receipts issued in respect of Russian shares is to be specified. This field is only mandatory for filling in when	YES
	disclosing information on "depository programs" securities accounts	
6	Tax rate stated by the person providing the tax disclosure (per cent).	YES
7	RF Tax Code or title and date of the international taxation treaty of the Russian Federation that provides for a reduced tax rate (exemption	YES
	from tax). The field is only mandatory if there is the right to preferential tax treatment (tax exemption).	
8.	Number of the clause, paragraph/sub-paragraph of the RF Tax Code or international taxation treaty of the Russian Federation that	YES
	provides for a reduced tax rate (exemption from tax). The field is only mandatory if there is the right to preferential tax treatment (tax	
	exemption).	

Annex 14 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

## Statement Confirming Actual Ownership of Income<sup>44</sup>

(the recipient is the beneficiary of income)

[•] (specify the full or the abbreviated name of the company in line with its constituent documents) (the Company) hereby informs/confirms that it is the only ultimate beneficiary of dividends on the securities [name of issuer, ISIN/registration number of the issuer:] paid by Gazprombank (Joint Stock Company) (the Bank), which have been kept record of in securities account No. (specify account No.) with the depository of Gazprombank (Joint Stock Company) as of the date of making the list of persons entitled to dividends on the securities.

The Company also guarantees that it acts at its own expense and for its own benefit, and it is not a commissioner, agent, trustee or any other intermediary acting at the expense and for the benefit of third parties, and it has no obligations to transfer the received amount to any third party.

The Company confirms that, when income in the form of dividends on the above mentioned securities is paid out, no restrictions on benefits provided for in the double taxation treaty between the Russian Federation and  $[\bullet]$  (specify the foreign state) apply to the Company.

The Company confirms that its constituent documents provided to Gazprombank (Joint Stock Company) in (specify the year) are up-to-date.

We hereby confirm that the income received by the Company in the form of dividend on the above securities:

- (1) is related to / associated with the core business of the Company: the source of funds of the Company in the above transaction is funds from [●] (specify business, services rendered by the company that serve as a source to finance the transaction);
- (2) will be applied to [●] (specify business, give explanations on the proposed application of proceeds (purchase of equipment, payment for services, etc.).

[option 1: the paragraphs below are to be included provided that, in a foreign country, the income to be paid out is accounted for in the profit (loss) subject to taxation at the rate > 0].

Income received in the form of dividends on the specified securities does not result/results in application of reduced tax rates under the international double taxation treaty between the Russian Federation and [specify the country of Company's residence].

Application of preferential/reduced tax rate is/is not one of the core goals upon receipt of income in the form of dividends on the specified securities.

The core goal(s) of receiving income in the form of dividends on the specified securities include(s) (specify the goals). The Company also confirms that income received by the Company in the form of dividends on the specified securities will be included in the Company's tax base subject to taxation at the rate of  $[\bullet]$  (specify tax rate) in  $[\bullet]$  (specify foreign country), in whole or in part (indicate the amount of income subject to taxation), and it is indicated in the corresponding tax reports (or similar reports) for the direct tax charged on income (profit).

<sup>&</sup>lt;sup>44</sup> The form may be amended subject to requirements set forth by the Bank.

[option 2: the paragraphs below are to be included provided that, in a foreign country, the income to be paid out is accounted for in the profit (loss) subject to taxation at the rate of 0% or is not subject to taxation].

Application of preferential/reduced tax rate is/is not one of the core goals upon receipt of income in the form of dividends on the specified securities. The core goal(s) of receiving income in the form of dividends on the specified securities include(s) (specify the goals).

The Company confirms that income in the form of dividends on the specified securities is not subject to taxation in [•] (specify foreign country), in whole or in part (indicate the amount of income not subject to taxation).

In case of a change in the information specified in this letter, the Company undertakes to notify the Bank thereof in writing before the payment date of relevant income in the form of dividends.

Annex on	
Date	
	(authorized person)

Annex 15 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

# Specifics of Rendering Assistance in Exercising Certain Corporate Rights with Regard to Foreign Securities

- 1. Specifics of the Depositor's participation in corporate actions: withholding tax relief certification (WTRC) and partial tax refund (TREC) in respect of depository receipts for shares of Russian issuers (for the purposes of taxation in case of paying out dividends for the shares of Russian issuers being the underlying asset for depository receipts programs).
- 1.1. The Depository shall notify Depositors on WTRC and TREC in respect of depository receipts for shares of Russian issuers in accordance with para 5.3.1.11–5.3.1.13 of these Terms and Conditions.
- 1.2. The Depositors may use their right to reduce tax down to the rate provided for in the taxation treaty with the Russian Federation which provides for a lower taxation rate for non-residents of the Russian Federation, or to the rate provided for in the relevant article of the Tax Code of the Russian Federation for residents of the Russian Federation.
- 1.3. In order to reduce the tax, the Depositors for which securities accounts of a nominee holder, foreign nominee holder, foreign custodian, trustee (securities market professional) were opened shall submit summarized information on their customers as of the date on which, in accordance with the decision of the Russian organization, persons that are entitled to receive dividends are determined.
- 1.3.1. The summarized information shall be submitted to the Depository not later than the next business day following the date as of which the list of persons entitled to receive dividends is made.
- 1.3.2. The summarized information shall be submitted as per form 3B-ДР through SWIFT (MT599 format)/electronic document exchange channels (provided that there is an electronic document management agreement)/as a hard copy.
- 1.3.3. If the Depositor delivers the summarized information to the Depository via SWIFT (MT599 format):
  - the message shall be transmitted to the SWIFT code of the depository: GAZPRUMM;
- the message shall be sent from the SWIFT code of the Depositor that is specified in the additional agreement between the Depositor and the Depository regarding the procedure for exchanging information via the S.W.I.F.T. system, and in the absence of the additional agreement in the Customer Questionnaire available to the Depository;
- $\bullet$  the SWIFT message (MT599 format) must contain the information specified in the form 3B- $\Pi$ P.

- 1.4. In order to reduce tax, Depositors who are individuals not being tax residents in the Russian Federation shall submit:
  - An application as per form 3В-ДР-ВЛ;
- An official confirmation that the Depositor is a resident of the state with which the Russian Federation signed a double taxation treaty (agreement) that is valid throughout the relevant taxation period (or its part). To be submitted by non-resident individuals that qualify for the application of preferential tax rates provided for in the international double taxation treaty.
- 1.4.1. The documents shall be provided for each taxation period (one calendar year) before the first date of income payout but not later than 1 business day after the date as of which the list of persons entitled to get income in respect of the securities is made.
- 1.4.2. Those Depositors who do not want to participate in the corporate actions WTRC (by the end of a calendar year) shall submit the Application per form 3B-ДР-ВЛ.
- 1.5. In order to reduce tax, Depositors who are individuals being tax residents in the Russian Federation shall submit the Application per form 3B-ДР-ВЛ, which shall be valid indefinitely or until canceled by other Application per form 3B-ДР-ВЛ.
- 1.6. In order to reduce tax, Depositors being foreign organizations that do not act in the Russian Federation via a permanent representative office and that qualify for preferential taxation rates provided for in a double taxation treaty shall submit the following documents:
  - An application as per form 3В-ДР-ВЛ;
  - a legalized (or apostilled) document (or a notary certified copy of such a document) confirming the fact of permanent location of the foreign legal entity in the country with which the double taxation treaty (agreement) was signed in terms of its application.

The mentioned document shall be delivered in accordance with the form set in the domestic legislation of the foreign state with which the mentioned international treaty (agreement) was signed, certified by a competent authority of the foreign state. If the document is made in a foreign language, the Depository should also have a notary certified translation of the document into the Russian language.

• documents confirming the rights of foreign organizations to receive income in the form of dividends and the absence of rights of third parties being customers of the foreign organization to subsequently receive such income

For this purpose, for each income payout, the foreign organization shall provide an advance Application a per form of Annex 14 hereto not later than 1 business day after the date when the list of persons entitled to receive income with regard to the securities is made.

- 1.6.1. The documents (except for Application as per form of Annex 14 hereto) shall be submitted to the Depository on the annual basis before the first date of income payout in the relevant year.
- 1.6.2. Those Depositors who do not want to participate in the corporate actions WTRC (by the end of a calendar year) shall submit the Application per form 3B-ДР-ВЛ.

- 1.7. **In order to reduce tax, Depositors being Russian organizations** shall submit to the Depository the Application per form 3B-ДР-ВЛ, which shall be valid indefinitely or until canceled by other Application per form 3B-ДР-ВЛ.
- 1.8. All documents or their copies, if made in a foreign language, must be duly legalized and translated into Russian.
- 1.9. If an Application per form 3B- $\Pi$ P- $\Pi$  is not submitted, income shall be taxed at the rate applicable when the tax agent does not have generalized information about the ultimate owners of depositary receipts.
- 1.10. In case a Depositor fails to exercise the right to apply a reduced tax rate, such Depositor shall have the right to recalculate the previously withheld tax (before the date the tax agent pays the tax to the budget).

For this purpose the Depository shall be provided with information/documents specified in para 1.3-1.6 of this annex within the timeframes specified in the Depository's message on the TREC corporate action (partial tax refund).

1.11. After the tax agent has paid taxes to the budget of the Russian Federation, the excess amount of tax paid shall be refunded in the manner established by the Tax Code of the Russian Federation.

from:		
.10111.		
	name of the legal entity	

To Gazprombank (Joint Stock Company)

### **APPLICATION**

We hereby forward a summary pursuant to article 214.6 and article 310.1 of the Russian Tax Code for the purposes of calculation of tax on income on depository receipts for shares issued by Russian issuers:

•	ISIN of securities in respect of which summarized tax information is
	submitted:
•	Name of securities in respect of which summarized tax information is
	submitted:
•	Total number of securities on the securities account as of the registration of the owner
	list:
•	Number of securities in respect of which tax jurisdiction is not disclosed
	(pieces):

### SUMMARIZED TAX DISCLOSURE

N o.	Tax jurisdiction * (Name	Legal entity / individual	Reference to the grounds for application of benefit		Number of securities	Stated taxation rate	
	in Russian)		Document name and article number	Item number	Sub-item / paragraph	(pieces)**	
1	2	3	4	5	6	7	8

st - Hereinafter: tax jurisdiction is the country of tax residence of the disclosed entities and individuals.

### We hereby confirm that:

- **Bank GPB (JSC)** is authorized to hand over this Statement, summarized tax information and other tax documents to the tax agent, higher ranking depository (including foreign depository), Russian tax authorities and other parties that have the right to obtain this information in compliance with Russian law:
- submitted summarized tax information is consistent with the documents that confirm tax jurisdictions of the actual income beneficiaries and their rights to benefits;

<sup>\*\* -</sup> In case of any inconsistency between the number of securities specified in the application for tax disclosure and the number of securities on the securities account of the depositor of Bank GPB (JSC) as of the end of the transaction day on the date of owner list registration, Bank GPB (JSC) shall consider the information undisclosed and inform the depositor.

- we assume responsibility according to the regulations of the higher ranking depository than Bank GPB (JSC) (including foreign depository) for compliance of the data included in the summarized information and documents that confirm tax jurisdictions of the actual income beneficiaries and their rights to benefits.

In the event of any claims raised by the Russian tax authorities or higher ranking depository (including foreign depository) in respect of the taxes withheld by a Russian entity that is deemed a tax agent for depository receipts on Russian securities, and/or in respect of Bank GPB (JSC) in relation to the submitted summarized information, including but not limited to additional tax assessment, imposition of fines and penalties, we will reimburse all the above entities for any expenses, which are deemed incurred by the said entities for the account of the Depositor.

We hereby also undertake to reimburse any other expenses to the Bank, which are deemed incurred by the Bank for the account of the Depositor and are related to the above expenses, including but not limited to expenses on representatives, advisors, auditors, accountants, all costs and expenses associated with investigations, preparation and submission of documents and information relating to claims in respect of the provided summarized information.

We hereby confirm that no restrictions have been imposed by a foreign state, union of foreign states or international organization in respect to the ultimate beneficiaries of the income on securities provided for the tax benefit purposes.

Authorized officer specified in the bank card	(Full name)		(signature)
		Seal	
Official remarks r	regarding document acceptance at service	ce location No	
	Registration No		

To Gazprombank (Joint Stock Company)

			fr	om:						_
			las	st, first and J	oatronymic	name / l	Deposito	or name		
				entification ocument	document	/ num	ber of	the co	mpany registr	ation
			A	PPLICA'	ΓΙΟΝ					
			oation Fax Relief		□ for ref ion (WT		-	-	ons	
rticles 214.		-	-		r deposit	ory rec		hat cor	nation pursua nfirm the right confirm	
ast, first and patr			-	_	the constitue	nt docume	nts)			
ı − is a tax r	esident of				e state in Rus	sian)			;	
- is ent	titled t	o a	preferent				,	as	provided	in
specify  secur specify if t	ities accoul the application ereby conf	on applies to a  nt No. applies to the  irm that in	e listed securities n respect of	s accounts					s or internat	 cional
rganization	•									
attached ple Document nam		e docume	ents that con	nfirm tax j	urisdiction Number		rights t	o obtai	n benefits:	
	· · · · · · · · · · · · · · · · · · ·			11	/-i /					
A 4	jicer specified i	n ine vank car	a (Fu	ll name)	(signature)					
Authorized off										
Authorized of,				Ş	Seal					
Authorized of,	Officia	l remarks ro	egarding docu			ice locati	on No			
Authorized of,	Officia	l remarks ro			nnce at serv		on No			

- 2. Specifics of the Depositor's participation in the "Withholding Tax Relief Certification" (WTRC) corporate action in respect of U.S. securities (except depository receipts for shares of Russian issuers) (a service related to assistance upon transfer from Depositors to TPBR, including NCO JSC National Settlement Depository of identification forms in accordance with the federal taxation legislation of the USA, hereinafter Identification Form). Procedure for Intermediary Depositors' disclosure of information on income beneficiaries.
- 2.1. The procedure for participation in the "Withholding Tax Relief Certification" (WTRC) corporate action in respect of U.S. Securities (hereinafter, WTRC) for Depositors with securities accounts of owners opened.
- 2.1.1. Depositors participate in WTRC to obtain a reduced tax rate on income paid out on US issuers' securities subject to the provisions of chapters 3 and 4 of the US Internal Revenue Code (hereinafter US securities) and which are or may be deposited in the Securities Account for granting tax reliefs.
- 2.1.2. The Depositor acknowledges that it is the ultimate beneficiary of all income on the relevant securities, is entitled to participate in corporate actions in accordance with their conditions described in materials on corporate actions as well as that it complies with the conditions of corporate actions and is not subject to restrictions set forth in the materials on corporate actions.
- 2.1.3. The Depositor shall notify the Bank of any changes in the Identification Form not later than within thirty days from occurrence of any changes.
- 2.1.4. The Depositor shall forthwith submit to the Bank any additional documents, including certificates, forms, documents or information which may be required under the applicable provisions of the US Internal Revenue Code or arise out of the relevant regulation.
- 2.1.5. The Depositor shall be liable according to the rules of the Bank's upline depository, including foreign depository for completeness and reliability of information provided in the Identification Form.
- 2.1.6. The Depositor shall participate in corporate actions disposing of sufficient information to adopt a decision on corporate actions and agrees not to submit any requirements and claims against the Bank in case of any financial losses arising out of the issuer's or its agents' corporate actions, as well as in connection with illegal actions/inactions of the said persons, the US tax authorities or a superior depository in relation to the Bank, including a foreign depository, when transferring income due to the Depositor on securities to the Bank and withholding the amounts of taxes and fines in accordance with the US tax law.
- 2.1.7. The Depositor shall indemnify the Bank against all Bank's expenses deemed incurred by the Bank for the Depositor's account in case of any claims of US tax authorities or the Bank's upline depository, including foreign depository, in respect of taxes withheld from income on US securities based on the identification form including but not limited to cases of additional tax assessment, imposition of fines and penalties.
- 2.1.8. The Depositor undertakes to reimburse all of the above expenses to the Bank, if deemed incurred by the Bank for the Depositor's account, including but not limited to expenses on representatives, auditors, accountants, all costs and expenses associated with investigations, preparation and submittal of documents and information relating to claims in respect of the Identification Form provided to the Bank.
- 2.1.9. The Depositor shall give its consent to submission to a Russian and/or foreign upline depository and/or foreign tax authority including US Internal Revenue Service (IRS) and (or) foreign tax agent, authorized by a foreign tax authority to withhold foreign taxes and levies, of its Personal Data and documents required to fill in the requested statement forms in cases, when transfer of such information is necessary for performance of obligations under the Agreement.

- 2.1.10. **Depositors that are beneficial owners of securities, in whose name Securities Accounts of owners are opened** (applies to individuals and legal entities) submit in a hard-copy form two<sup>45</sup> copies of W-8BEN/W-8BEN-E/W-8EXP/W-ECI/W-9 Identification Form.
- 2.1.11. The Identification Form shall apply to all WTRC corporate actions and to all securities of US issuers that are kept record of in all the Securities Account of the Depositor.
- 2.1.12. The Depositor shall be entitled to determine (change) the list of Securities Accounts, for which the Identification Form shall apply, filing to the Bank Application as per f. 3B-WTRC- $\Pi$ O $\Pi$ .
- 2.1.13. A Depositor may present to the Depository a rejection to participate in the WTRC corporate action in a free form.
- 2.1.14. Identification Forms shall be valid throughout the calendar year in which Identification Forms were presented and for subsequent three (3) years.
- 2.1.15. Rendering assistance to Depositors in transfer to NCO JSC National Settlement Depository of W-8BEN Identification Form electronically
- 2.1.15.1. Depositors that are beneficial owners of securities, in whose name Securities Accounts of owners are opened (applies to individuals Brokerage Customers as well as Private Bank Customers and VIP Customers, tax residents of the Russian Federation which register securities with the Custody Place NCO JSC National Settlement Depository) shall be entitled to submit W-8BEN Identification Form electronically subject to the following:
- 2.1.15.2. The Depositor shall have a verified USIA (Unified system of identification and authentication) account. If no USIA account is available, it may be created on the Internet (https://esia.gosuslugi.ru).
- 2.1.15.3. The Depositor shall notify the Bank of necessity to submit W-8BEN Identification Form electronically.
- 2.1.15.4. The Bank shall send to the Depositor a unique link received from NCO JSC National Settlement Depository to log into NSDirect (WEB-account), where NSD published a draft electronic W-8BEN form.
- 2.1.15.5. The Depositor shall follow the unique link and shall authorize through the Unified Public Services Portal (UPSP).
- 2.1.15.6. The Depositor's account on UPSP website must be verified and identification data in this account must match data available in the Depository's Books of Record.
- 2.1.15.7. In case of successful authorization the Depositor shall receive access to filling in an electronic W-8BEN form in NSDirect (WEB-account).
- 2.1.15.8. User manual is placed on the website of NCO JSC National Settlement Depository under section https://www.nsd.ru/ru/services/withholding\_agent/for\_sec/usa/.
- 2.1.15.9. After the W-8BEN Identification Form is filled in, it shall be affixed with electronic signature.
- 2.1.15.10. In case of acceptance by NCO JSC National Settlement Depository the W-8BEN Identification Form shall be deemed accepted.
- 2.1.15.11. The Bank shall notify the Depositor of acceptance or rejection by NCO JSC National Settlement Depository of W-8BEN Identification Form electronically within one (1) business day after receipt of the relevant information from NCO JSC National Settlement Depository.
- 2.1.15.12. Information is exchanged between Depositors and the Bank and notices are sent to the Bank by Depositors pursuant to cl. 2.1.15.3 hereof with the use of "Broker-Client" corporate information system as well as in other ways provided for in the brokerage services agreement with the Bank for Brokerage Customers; or by method stipulated in the service conditions for Special Category Customers (Private Bank Customers and VIP Customers).

\_

<sup>&</sup>lt;sup>45</sup> Depending on the requirements of TPBR, the Depository has the right to set a different number of copies of Identification Forms W-8BEN/W-8BEN-E/W-8EXP/W-ECI/W-9. The Depository shall notify thereof by posting information on the official website at www.gazprombank.ru or each Depositor personally.

- 2.2. The procedure for participation in the "Withholding Tax Relief Certification" (WTRC) corporate action in respect of U.S. Securities (hereinafter, WTRC) for Intermediary Depositors (meaning Depositors submitting form W-8IMY)
- 2.2.1. Intermediary Depositors open "Certified owner WTRC"/"Brokerage. Certified owner WTRC" subaccounts in their Securities Account for each beneficial owner of securities, with personal data of the beneficial owner of the securities specified and subsequent transfer of securities of US issuers to this subaccount.
- 2.2.2. Intermediary Depositors shall submit an Application in line with form 3B-WTRC filled in by the intermediary Depositor in respect of each ultimate beneficial owner of securities of US issuers.
- 2.2.3. Application as per form 3B-WTRC shall be valid in respect of all securities of US issuers that are kept record of in subaccounts of securities accounts "Certified owner WTRC"/"Brokerage. Certified owner WTRC" and in respect of all corporate WTRC actions.
  - 2.2.4. Application f. 3B-WTRC shall be accompanied by:
- forms W-8IMY filled in the name of the intermediary Depositor and each of the subsequent intermediaries (if any), in two original copies;
- Identification Forms W-8BEN/W-8BEN-E/W-8EXP/W-ECI/W-9 for each end recipient of income, in two<sup>46</sup> original copies;
- Customer Questionnaires for each recipient of income, in accordance with form AK-ФЛ-WRTC/AK-ЮЛ-WTRC;
  - Instructions in respect of the Securities Account:
- form ΠP-01 shall be submitted to open subaccounts "Certified owner WTRC"/"Brokerage. Certified owner WTRC" (for brokerage customers) in respect of each certified end recipient in the intermediary's Securities Account. When opening subaccounts, the "Additional information" field of the Instruction in accordance with form ΠP-01 shall specify the company name/surname, name, patronymic of end recipient of income in respect of US securities that would be kept record of in the subaccount being opened. In case the "Brokerage. Certified owner WTRC" subaccount is opened, the Instruction in accordance with form ΠP-01 shall contain directions to appoint Bank GPB (JSC) an operator of the mentioned subaccount;
- form ΠP-02 shall be submitted to transfer securities within the intermediary's Securities Account to/from "Certified owner WTRC" subaccounts.
- 2.2.5. Intermediary Depositors may reject to participate in the WTRC corporate action by submitting an instruction in accordance with form ΠΡ-02 to debit securities from the "Certified owner WTRC" securities subaccount opened in respect of the beneficial owner of US securities in the Depositor's Securities Account.
- 2.2.6. Applications 3B-WTRC, Identification Forms, questionnaires shall be valid throughout the calendar year in which Identification Forms were presented to the Depository and for subsequent 3 (three) years.
- 2.2.7. Application 3B-WTRC and the attached documents are to be updated as identification details change.
- 2.2.8. If a Depositor cannot be identified in accordance with the data specified in the WTRC Application, the Depository shall have the right not to consider the Application f. 3B-WTRC as a consent to participate in the corporate action.

.

<sup>&</sup>lt;sup>46</sup> Depending on the requirements of TPBR, the Depository has the right to set a different number of copies of Identification Forms W-8BEN/W-8BEN-E/W-8EXP/W-ECI/W-9. The Depository shall notify thereof by posting information on the official website at www.gazprombank.ru or each Depositor personally.

2.2.9. If Identification Forms and other documents are not up to date, the ultimate beneficiary of securities of US issuers shall be deemed non-participating in the WTRC corporate action, in connection with which, in case securities are kept record of in subaccounts "Certified owner WTRC"/"Brokerage. Certified owner WTRC", the Depository shall debit the specified securities from the mentioned subaccounts on the basis of a Service Instruction.

### 2.3. Tax Adjustment

- 2.3.1. NCO JSC National Settlement Depository shall in accordance with the procedure stipulated by NCO JSC National Settlement Depository return any overpaid tax/withhold any overestimated tax reliefs, in the currency of income paid on the security or in US dollars (at the exchange rate of US dollar against the currency of income established by the Bank of Russia as at the date the relevant tax deductions were made to the US Internal Revenue Service) depending on the actually made tax deductions on the relevant income paid to the US budget and provided that tax deductions are remitted to the US Internal Revenue Service at least four (4) times in each month of the current year.
- 2.3.2. Tax deductions are adjusted prior to the end of the calendar year in which payment was made.
- 2.3.3. The applicable tax rate on US securities shall be revised both downwards and upwards on the basis of the US Internal Revenue Code.
- 2.3.4. For a downward revision of tax rate the Depositors shall submit form 3B-WTRC-ДОП and the documents pursuant to para 2.1 2.2 of this annex.
- 2.3.5. In case of upward revision of the tax rate and debiting of funds from the Bank's bank account opened with NCO JSC National Settlement Depository taxes shall be deemed paid by the Bank for the Depositor's account and the Depositor shall repay the relevant amounts to the Bank.

# 2.4. Procedure for Intermediary Depositors' disclosure of information on income beneficiaries.

- 2.4.1. This procedure for information disclosure shall apply in cases when customers of the Intermediary Depositor do not claim reduction of the tax rate, i.e. do not participate in the corporate action (WTRC).
- 2.4.2. Upon receipt of a request from the Depository on disclosure of information upon payment of income on US securities the Intermediary Depositors shall disclose information about income beneficiaries by way of submission to the Depository:
- W-8IMY Identification Form filled in the name of the Intermediary Depositor and each of the subsequent intermediaries (if any), in one original copy;
- Customer Questionnaires for each recipient of income, in accordance with form AK-ФЛ-WRTC/AK-ЮЛ-WTRC;
- 2.4.3. Identification Forms, questionnaires shall be valid throughout the calendar year in which Identification Forms were presented to the Depository and for subsequent 3 (three) years.
- 2.4.4. Upon change of information contained in the Identification Forms, questionnaires, the Intermediary Depositor shall submit an updated Identification Form, questionnaire.
  - 2.4.5. By submission of Identification Forms the Depositor acknowledges that:
- the Depositor has received from persons in which respect the Identification Forms/questionnaires were filled in all the necessary powers and consents to submit information contained in the Identification Forms/questionnaires, to the Depository as well as to NCO JSC National Settlement Depository and other tax agents as well as US Internal Revenue Service;
- the Depositor upon securities account opening by the income beneficiary or intermediary (if income beneficiary is not the Depositor's customer) has held all the necessary identification procedures as stipulated by Russian legislation and other applicable law in accordance with the agreements entered into by the Depositor;
- information specified in the Identification Forms is consistent with information detected in the course of the above identification procedures.

### Reference data on Identification Forms:

The customer shall independently obtain identification forms W-8BEN, W-8BEN-E, W-8IMY, W-8EXP, W-ECI, and W-9 (hereinafter Identification Forms) in accordance with the federal taxation legislation of the USA containing information on Depositors receiving income from sources in the territory of the United States and confirming their taxation status to avoid double taxation in different countries from the website of the US Internal Revenue System (IRS) at: http://www.irs.gov. The identification forms must be up to date as of the date of the corporate action.

- form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) shall be filled in by Depositors being individuals that are not US taxpayers and are not resident in the USA. The form may be signed by either the Depositor him/herself or his/her attorney provided that the attorney has the relevant power of attorney;
- form W-8BEN-E (Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)) shall be filled in by organizations registered outside the USA. The form may be signed by the sole executive body of the Depositor or the person specified in the card with seal imprint and sample signatures of the persons authorized, on behalf of the organization, to sign documents submitted to the Depository or by a person acting by virtue of a power of attorney, provided that a duly certified copy of such a power of attorney is attached;
- form W-8IMY (Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding) shall be filled in by non-American financial intermediaries, trusts (e.g. customers that have nominee holder accounts with the Depository). The form may be signed by the sole executive body of the intermediary or the person specified in the card with seal imprint and sample signatures of the persons authorized, on behalf of the intermediary, to sign documents submitted to the Depository or by a person acting by virtue of a power of attorney, provided that a duly certified copy of such a power of attorney is attached.
- W-8EXP identification form for governments of foreign states, international organizations, central banks of foreign states or foreign organizations that have exemption from taxation, besides foreign private funds that are entitled to tax exemption in the USA in respect of all declared amounts accrued on US securities:
- W-ECI identification form for a legal entity not being a US resident that confirms that all the declared income in respect of US securities is related to trade or business in the territory of the USA.
- W-9 Identification form for a legal entity/individual being end recipients of income for identification of persons under US jurisdiction (including foreign citizens permanently resident in the US territory) and certain confirmations and statements on exemption from taxation.

Within the framework of Bank GPB (JSC) performance of functions of a Participating Foreign Financial Institution in respect of the US Foreign Account Tax Compliance Act, FATCA, the Depository shall not accept Identification Forms and applications regarding participation in the WTRC corporate action from Depositors that have the following FATCA statuses:

- "Financial institution failed to provide information required to determine the FATCA status or failed to submit the necessary confirmations and consents" ("Non-participatingFFI");
  - "Non-participatingFFI";
  - "LimitedFFI";
- Obstinate passive non-financial institution that did not provide information on controlling parties;
  - Recalcitrant account holder that are US Persons;
  - Recalcitrant account holder without US indicia;
  - Recalcitrant account holder with US indicia;
  - Customer legal entity, individual, owner of inactive (dormant) accounts (Dormant account);
  - Customer legal entity, individual with an assigned "Not approved" FATCA-status.

To: Bank GPB (JSC)

ZV-WTRC-DOP Form

### APPLICATION

(select one of	the options provided)
☐ for assignment of securities accounts for taking part in corporate actions Certification for Exemption from Withholding Tax in respect of the yield on the securities issued by the US issuers under the securities account	□ for Tax Adjustment
from	
	sic name / Full name of the entity in Cyrillic characters)
(fill east	ne of the legal entity in Latin characters)
	ne of the regar carry in carrie caracters)
(last, first and patronymic	name / short name of the entity in Latin characters)
Date of birth	
Identity document / registration document:	
	(Series, number, issued by, issued on)
residing at (to be completed by individuals, specify the residence):	ie registered address / address of the place of
location and postal code (completed by legal entities,	specify the postal code)
receited and postar code (completes by regal children,	specify the postal code)
TIN	
Telephone	
To be complet	ted in case of assigning accounts for participation in WTRC
Being a beneficiary owner of securities recorded	by depository No (select one of the options
	ons Certification for Exemption from Withholding Tax in
respect of the yield on the securities issued by the C  all securities accounts	JS issuers under the securities accounts, recorded on
specify if the application applies to all secu	rities accounts
☐ securities account No.	
specify if the application applies to the liste	ed securities accounts
	To be completed in case of taking most in Tay Adjustment
☐ I hereby announce taking part in Tax Adjus	To be completed in case of taking part in Tax Adjustment
Type of corporate action	Reference
Issuer name	
Securities ISIN	
I provide data as per form DW-SREN DW-SRE	N-E □W-8EXP□W-ECI□W-9 on pages attached
hereto.	pages attached
""202	/
signature Seal	printed name here
Sear	and C
Official remarks regarding document acce	ntance at service location No
Registration No	

АК-ФЛ-WTRC Form

# **CUSTOMER QUESTIONNAIRE**

individual

1. Customer data			
Last, first and patronymic	name (Cyrillic characters)		
Last and first name (Latin	characters)		
Date of birth	Nationality		
TIN			
2. Identification docume	nt		
Name			
Series	Number	Date of issue	
Issued by		Subdivision code	)
3. Registration address			
Country		Postal code	
Region			
Locality			
House number	_Building	Apartment_	
4. Residence address			
Country		Postal code	
Region	District		
City	Street		
House number	Ruilding	Anartment	

Telephone E-mail address
I confirm that the information contained herein is true and correct

6. Signature of the individual who filled out the questionnaire

P.O.B.

5. Contact details

АК-ЮЛ-WTRC form

# **CUSTOMER QUESTIONNAIRE**

legal entity

1. Customer data			
Full name (Cyrillic characters)			
•			<del></del>
Short name (Cyrillic characters)_			
	7		
Full name in a foreign language (	(Latin characters)		
Short name in a foreign language	e (Latin characters)		
Country			
2. State registration data			
OGRN	D	ate of state registration	
Name of registration authority		<del></del>	
3. Taxpayer Identification Num	ber (TIN)		
TIN			
	ance with the constituent docume	ents)	
Country	Pc	ostal code	
Region	District		
Locality			
House number	Duildin a	Office	
	Building	Office	
5. Mailing address			
Country	Pr	ostal code	<del></del>
Region	District		
Locality	street		
House number	Ruilding	Office	
P.O.B.	building	011100	
6. Contact Details			
Telephone			
Fax			
E-mail			
I confirm that the information cor	tained herein is true and correct		
7. Signature			
		0.	
		Signature	
(last, first an Completion date	d patronymic name)		
Completion date			Seal here

To: Bank GPB (JSC)

### APPLICATION

for participation in corporate actions: "Withholding Tax Release Certification" for payout of income on US issuers' securities in the owner's securities account opened for an intermediary that has no status of a Qualified Intermediary in accordance with the US Internal Revenue Code.

(3B-WTRC Form)

from	
(full nam	ne of the entity in Cyrillic and Latin characters)
Securities are recorded in depository N	o. 101 (select one of the options provided):
all securities accounts specify if the application applies to all se	ecurities accounts
specify if the application applies to the liste	ed securities accounts
Subaccount/subaccounts of the securities	es account (fill out if required)
Depositor of Bank GPB (JSC)	
the provisions of Chapters 3 and 4 of securities), for the purposes of reduci issuers that are recorded or may be re-	the holders of the securities issued by the US issuers covered by of the US Internal Revenue Code (further referred to as the US ing tax rate when paying yield on the securities issued by the US ecorded on the securities account with the purpose to obtain tax altimate beneficiary of all yields on the relevant securities is
	first and patronymic name of the individual in Cyrillic and Latin characters in compliance with ation forms pursuant to the US tax law that have been submitted to Bank GPB (JSC) to identify the beneficiary owner
	is it a Non-Qualified Intermediary (nonQI) in respect of the
relevant securities.  The Depositor declares that re are kept in the dedicated record regis	cords of the relevant securities of the ultimate beneficiary owner ter (select one option only):
$\  \   \square \qquad \  \   \text{directly in the Depositor's}$	record-keeping system
□ through the intermediary of	hain that includes the following financial institutions:
(name of the intermediary in Cyrillic characters)	(name of the intermediary in Latin characters)
(name of the intermediary in Cyrillic characters)	(name of the intermediary in Latin characters)
(name of the intermediary in Cyrillic characters)	(name of the intermediary in Latin characters)
(name of the intermediary in Cyrillic characters)	(name of the intermediary in Latin characters)

The Depositor of Bank GPB (JSC) hereby undertakes to:

- Notify Bank GPB (JSC) of any changes in the data contained herein and/or in the identification form attached hereto within the period of no more than thirty days of the change;
- Immediately provide Bank GPB (JSC) with any required additional documents, including certificates, forms, documents or information, that may be required by the applicable provisions of the US Internal Revenue Code or relevant regulations.

The Depositor of Bank GPB (JSC) hereby confirms that:

- it assumes responsibility in line with the regulations of a higher ranking depository than Bank GPB (JSC), including foreign depository, for the completeness and accuracy of data provided herein and/or in the identification form;
- it takes part in the corporate actions having sufficient information to make decisions on the corporate actions, agrees not to raise any demands or claims against Bank GPB (JSC) in case of any financial losses due to corporate actions undertaken by the issuer or its agents, or in case of unlawful actions/inaction of the above persons, the US tax authorities or a higher ranking depository than Bank GPB (JSC), including a foreign depository, in respect to transfer to Bank GPB (JSC) of yield on the securities payable to the Depositor and withholding of taxes and fines in accordance with the US Internal Revenue Code;
- in the event of any claims raised by the US tax authorities or a higher ranking depository than Bank GPB (JSC), including foreign depository, in respect to withheld taxes on yield on the US securities based on the submitted application and/or identification form, including but not limited to additional tax assessment, imposition of fines and penalties, it will reimburse Bank GPB (JSC) for any expenses incurred;
- it assumes responsibility to reimburse Bank GPB (JSC) for all expenses mentioned above, including but not limited to expenses associated with representatives, auditors and accountants, all expenses and costs associated with investigations, generation and forwarding of documents and information related to the claims in respect of the application and/or identification form submitted by Bank GPB (JSC);
- it has obtained consent of the ultimate beneficiary owners to submit personal data of beneficiary
  owners and documents required to fill out the relevant reporting forms to Russian and/or foreign higher
  ranking depository and/or foreign tax body, including the US Internal Revenue Service (IRS) and/or foreign
  tax agent authorized by a foreign authority to withhold foreign taxes and duties.

Annexes: Data provided as per intermediary's identification form W-8IMY in the name of the Depositor and each of the further intermediaries in the record-keeping chain of the relevant securities that confirms the status of each intermediary for the purposes of Chapters 3 and 4 of the US Internal Revenue Code and GIIN (this form is submitted only if it was not submitted earlier).

Date	initials, last name si	ignature
	5 5	acceptance at service location Notion No
	signature	printed name Seal here
	201	/
	-FL-WRTC□AK-YuL-WTRC on _	pages
. Custon	ner questionnaire for each ultimate be	eneficiary owner as per form
□W-8	BEN□W-8BEN-E □W-8EXP□W-F	ECI□W-9 on pages.

# 3. Specifics of Depositors' participation in the "Issuer's buyback offer" (BIDS) corporate action in respect of foreign securities

- 3.1. The Depository shall notify Depositors on the BIDS corporate action and the deadlines for submitting an Application as per form 3B-BIDS for participation in the BIDS corporate action in accordance with para 5.3.1.11–5.3.1.13 hereof.
- 3.2. To participate in the "Issuer's buyback offer" (BIDS) corporate action, Depositors shall submit to the Depository their Applications for participation in the "Buyback Offer" corporate action (corporate action type identifier: BIDS) (form 3B-BIDS).
  - 3.3. The application shall be valid in respect of a specific BIDS corporate action.
- 3.4. The Depository shall, on the basis of the Application for participation in the "Buyback Offer" corporate action (corporate action type identifier: BIDS) (form 3B-BIDS), open/close the Securities Subaccount intended for blocking securities in the event of corporate actions and credit the securities in the number specified in the Depositor's Application to the Subaccount thus opened.
- 3.5. After the corporate action has been completed, the Depository shall, on the basis of reporting documents the TPBR and Service Instruction, debit the securities from the Securities Subaccount/Securities Account.

# To: Bank GPB (JSC)

## APPLICATION

for Participation in the "Buyback Offer" Corporate Action (Corporate Action Type Identifier - BIDS) (3B - BIDS Form)

	(Last, first and patronymic name	/full name of the entity)
Identification/ registration	document:	
· ·		(series, number, issued by, date of issue)
residing at the following ac	ddress/located at:	
name of security:		
		(numbers and in words)
7.		(numbers and in words)
number of securities, USD	(nominal units)	
		(in numbers and in words)
selected option (if any):		
lock, unblock and debit my ank GPB (JSC).  I have been informed becified by me herein do not t	securities recorded on securities and agree that subject to the take part in the corporate action in	nt designed to block securities during corporate actions account No with depository No. 10 terms of performance of the corporate action, securing its part related to the portfolio obligations in compliance of Bank GPB (JSC) registered any restrictions important.
I hereby confirm that:  I have suffice I agree not to the performance of the secribed in materials on the confirmation.	tient information to take a decision to raise any demands or claims the corporate action by the issuer right to participate in this corporate action, and that I meet	against Bank GPB (JSC) in case of any financial lo
signature	printed name	
		Saal hara
<u>"</u>	201	Seal here
	201 s regarding document acceptance	
		at service location No

Annex 16 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

# Procedure for Keeping Record of Foreign Financial Instruments not Qualified as Securities

### 1. Arrangements relating to NFFI:

- 1.1. The Bank shall maintain records of NFFIs subject to the requirements and restrictions established by the legislation of the Russian Federation.
- 1.2. For the purposes of maintaining records of NFFIs, an Agreement must be concluded between the Customer and the Bank, and a Securities Account must be opened in the name of the Customer in the Bank's depository system.
- 1.3. The Bank shall maintain records of NFFIs using accounting registers opened to the Customer in order to provide information about the NFFIs owned by the Customer and using the forms attached hereto.
- 1.4. The Bank shall maintain segregated records for NFFIs, indicating that NFFIs are not qualified as securities under the Russian legislation, and notify the Customer thereof.
- 1.5. The provisions of the Terms and Conditions, insofar as they do not contradict to this procedure, shall apply to this procedure, including the provisions on:
  - confidentiality;
  - circumstances of insuperable force (force majeure);
- procedure for making amendments and modifications, and procedure for notifying Customers of such amendments and modifications;
  - payment arrangements; and
  - other.
- 1.6. The procedure shall apply to, among other things, relations between the Customer and the Bank with respect to maintaining records of NFFIs credited to accounts that have been opened before the effective date of this procedure.
- 1.7. The Bank shall not determine or control the use of NFFIs, except in cases established by the Russian legislation.
- 1.8. Restrictions on disposal of NFFIs are those established by the legislation of the Russian Federation.
  - 1.9. The Bank may not be held liable with NFFIs under its own obligations.
- 1.10. The Customer shall pay the Bank for maintaining records of NFFIs in accordance with the Rates.

In case of any delay in payment for the services, the Bank may suspend the acceptance of Instructions from the Customer until the debt is repaid.

1.11. The Customer shall provide the Bank with any documents and information in the cases and in the manner prescribed by the legislation of the Russian Federation, this procedure, including the currency regulation and control laws, the laws on countering the legalization (laundering) of proceeds from crime and financing of terrorism, and the laws on insolvency (bankruptcy).

The Bank may request the Customer to provide additional information in order to comply with the legislation of the Russian Federation and regulations of the Bank of Russia.

1.12. An NFFI may be qualified as a security in accordance with the legislation of the Russian Federation.

### 2. Transactions in NFFIs

- 2.1. The Depository opens accounts of the following types: accounts designated to record NFFIs held by customers on the basis of ownership or other property rights; accounts designated to record NFFIs transferred to a customer in trust; accounts designated to record NFFIs of the Customer's customers; accounts designated to record NFFIs of unidentified persons.
  - 2.2. The Customers open accounts in accordance with the following procedure:
- in case of a Securities Account of the owner an account designated to record NFFIs held by customers on the basis of ownership or other property rights is opened;
- in case of a Securities Account of the fiduciary manager/Foreign Nominee Account an account designated to record NFFIs transferred to a customer in trust is opened; and
- in case of a Nominee Account/Foreign Nominee Account an account designated to record NFFIs of the Customer's customers is opened.
- 2.3. For the purposes of segregated record keeping, the Depository may open account sections (subaccounts).
- 2.4. Instructions for transactions in NFFIs shall be made substantially in the forms of annexes hereto.

Any Instructions and documents shall be delivered in the manner described in section 8 of these Terms and Conditions.

- 2.5. The Depository shall not execute the Customer's Instructions in cases similar to those described in section 8 of these Terms and Conditions.
- 2.6. In the event that an authorized person acts on behalf of the Customer, a notarized power of attorney or a power of attorney made as per form ДΒ-05 must be provided.
- 2.7. In case of a change in the Customer's details, the Customer shall immediately, but no later than 3 (three) business days from the date of such change, notify the Bank thereof, including any change in personal data or details (address, phone, etc.) earlier provided by the Customer to the Bank, revocation of powers of attorney, or other information that is essential for the proper performance by the Bank of its obligations to the Customer. Until the notification of the above changes is received, all actions performed by the Bank based on the outdated data and documents in its possession shall be deemed as proper fulfillment of its obligations (responsibilities).

### 3. Account maintenance

- 3.1. The Depository shall open an account in the name of the Customer to maintain records of NFFIs, in pursuance of an Instruction to accept foreign financial instruments for recording (ПР-НИФИ, as well as f. ПРИЛ-НИФИ), after a decision is made to accept such NFFIs for service. The account shall be opened without a separate Instruction to open an account from the Customer/Depositor.
- 3.2. In the absence of an indication of the account type in the Instruction for accepting foreign financial instruments for recording, the Depository shall open an account designated for NFFIs owned by customers on the basis of ownership or other property right.
- 3.3. If, as a result of corporate actions, any NFFIs have been credited/debited on the account opened by the Depository in a TPBR, the Depository may open an account and credit/debit NFFIs to / from such account without a separate Instruction from the Customer. The Depository shall open an account of the type consistent with the type of Securities Account in which securities were deposited, for which NFFIs were recorded as a result of corporate actions.
- 3.4. The Depository shall open the account using the personal data available in the Depository.
- 3.5. The Depository may transfer any income on NFFIs to the details available in the Depository's books of record.
- 3.6. Bank details for payments under NFFIs shall be entered/changed by the Depository on the basis of the details indicated in form AK-BP.

- 3.7. An account may not be closed if a non-zero NFFI balance is available on such account.
- 3.8. The Depository shall on the basis of the Service Instruction be entitled to close NFFIs subaccount/account in case NFFIs are withdrawn from them.
- 3.9. The Depository shall act as an originator of a subaccount upon opening of subaccounts, in particular designated to record blocked NFFIs.
  - 3.10. Subaccounts are opened:
  - on the basis of information obtained from TPBR:
- on the basis of documents obtained from public authorities in accordance with the procedure stipulated by Russian legislation;
- in cases when NFFIs are foreign securities, on which taxes arise on each transaction in accordance with the legislation of a foreign state (transactional taxes);
- in cases stipulated by contractual relations between the Depository and the Customer, internal regulations of the Depository; and
- in cases when opening of new subaccounts is stipulated by availability of similar subaccounts of accounts opened in the Bank's name in TPBR or brokerage services agreement entered into by the Bank with the Brokerage Customer.
- 3.11. The Bank shall execute transactions in NFFIs, including acceptance/withdrawal of such NFFIs for/from record-keeping, in order to transfer NFFIs to the accounts of customers and/or other persons opened in foreign organizations that record the rights to such financial instruments on the basis of an Instruction f. ПР-НИФИ, as well as f. ПРИЛ-НИФИ.
  - 3.12. The Bank shall execute global transactions in NFFIs.
- 3.13. The Bank shall not execute the Customer's Instructions relating to the transfer of rights to NFFIs, encumbrance of NFFIs on behalf of the Customers, and other inventory transactions, except as otherwise provided for herein.
- 3.14. The Depository shall notify the Customer on corporate actions by e-mail to the e-mail address available in the Depository's books of record. In the absence of such e-mail address in the Depository, relevant information shall be provided at the Service Location upon the Customer's request.
- 3.15. The Customer shall take part in corporate actions on NFFIs in a manner similar to that established for securities recorded on Securities Accounts.
- 3.16. If the Customer is aware that an NFFI is qualified as securities, the Customer shall simultaneously submit to the Bank an Instruction to withdraw such NFFI from record-keeping and an Instruction to accept securities for custody. In the absence of such an Instruction, the Bank shall, upon receipt of information from the sources specified in section 6 of these Terms and Conditions and on the basis of a Service Instruction, transfer the FFIs qualified as securities to the Securities Account of the Depositor.
- 3.17. The terms and procedure for the execution of Instructions concerning NFFIs are similar to those established for the execution of depository transactions insecurities.

### 4. Account statements; transaction reports

- 4.1. Based on the Customer's Instruction (f. ПР-НИФИ-ВЫП) the Depository shall issue a detailed account statement (f. НИФИ-ВЫП), abstract from the transactions register (f. НИФИ-ВЫП-ОП).
- 4.2. The Depository shall issue reports on transactions performed in foreign financial instruments, as well as rejections to accept and/or execute Customer's Instructions (f.  $HИ\Phi И$ -OTЧ, f.  $HИ\Phi И$ -OTЧ-PE $\Gamma$ ).

# INSTRUCTION TO ACCEPT/WITHDRAW TO/FROM RECORD-KEEPING OF FOREIGN FINANCIAL INSTRUMENTS NOT QUALIFIED AS SECURITIES (NFFI)

	Acceptance of NFFI for	record-keeping		ПР-НИФИ	Form
Customer		Customer detail	s		
Customer	for individu	usis: lest, first and patronymic name / for legal o	entities: full official name	<del></del>	OFFICE USE ONLY
TIN	OKPO	⊔	Passport U OGRN U Otner		
Series	No		Date/place of issue egister at Depository No		
Record-keeping register		ype of record-keeping re cternal record-keeping			
		Do	cument acceptance from the customer at		
Debited account No.		subaccount N	0		Depository No
Dehited account owner	(in the external record-keeping system	em)			Registration No.
Debited account owner	for Individu	uals: lest, first and patronymic name / for legal o	entities: full officiel name		
TIN	OKPO	Passport	□ OGRN □ Other	Date	initials, last name signature
Series	No.		OGRN Other Date/place of issue		
Credited account No.	a actional record leading system		subaccount No.		
			est, first end petronymic name / for legal entities: full official name		
TIN	specified when foreign friendel instruments are will OKPO	thorewn from record-keeping, for individuals: le   Passport	est, first and patronymic name i for legal entities: full official name  OGRN Other		
Sorios	No.		Date/place of issue		
361163	NO	Counterparty param	OGRN Other  document name  Date/place of issue  eters	<del></del>	
Counterparty		Transcription of Parameter			
TIN	OKPO	□ Passport □ OGRN [	□ Other		
Series	NO		□ Other Date/place of issue		Other notes
					outer notes
Account in the external record-k	Details of foreign f	inancial instruments n	he external record-keeping system not qualified as securities	Refe	erence
		Type of foreign financial instrument	is .		
Name				, II	
Quantity	numbers and in words		(	<u>_</u>	
Reason					
Transaction amount	(type of transaction, contract details)	(	1		
Additional information to the ins	numbers and in words truction				
				— II	
	ns	Authorized officer de nsaction is initiated by an auth	etails		
Name (Full name of the authorize			nonzed onicer)		
Name/Full name of the authorize	d ollicet		Passport □ OGRN □ Other	<del></del>	
TIN		⊔ 	rassport — OURN — Other	——   L	
Series	No	Date	e/place of issue		
Signature of the individual:			Date	<del></del>	
Signature of the	he individuals specified in the bank can	d:			
	J		Seal here		
			ocarnote		

# APPENDIX to INSTRUCTION TO ACCEPT/WITHDRAW TO/FROM RECORD-KEEPING OF FOREIGN FINANCIAL INSTRUMENTS NOT QUALIFIED AS SECURITIES (NFFI)

	To be completed at NFFI acceptance	ПРИЛ-НИФИ Form
(to be con	Details of the actual NFFI receiver inpleted by the Customer, who is the nominal holder):	
☐ RF resident ☐ RF non-resident* TI		
Last, first and patronymic name	if $any$	
	for individuals	
Full name	for legal entities	
	Details of the actual NFFI sender is the owner/trustee/nominal holder, if the actual sende in the instruction to accept NFFI for record-keeping):	r differs from the counterparty
□ RF resident □ RF non-resident* TI	N	
	if any	
Last, first and patronymic name		
	for individuals	
Full name	for legal entities	
⊔To be comple	eted at NFFI withdrawal from record-l	ceeping
(to be cor	Details of the actual NFFI sender inpleted by the Customer, who is the nominal holder):	
☐ RF resident ☐ RF non-resident* T	IN	
Last, first and patronymic name	if any	
	for individuals	
Full name		
	for legal entities  Details of the actual NFFI receiver	
(to be completed if the actual receiver dif	fers from the counterparty specified in the instruction t keeping):	to withdraw NFFI from record-
□ RF resident □ RF non-resident* TI	N if any	
Last, first and patronymic name	for individuals	
Full name	for legal entities	
Signature of the individual:	Signature of the individuals spec	oified in the bank card:
		Seal here
* As defined in the Federal Law on (	Eurrency Regulation and Currency Control (No.	173-FZ dated December 10,

# INSTRUCTIONS TO RECEIVE A RECORD-KEEPING REGISTER ABSTRACT

Customer		Customer details			OFFICE USE ON	NLY
TIN	Tor Individuals: le	est, first and patronymic name / for legal entities: full official name		_		
		Date/place of issue		Docu	ment acceptance from t epository No	the customer at
Record-keeping register		at Depository No			Registration No	).
☐ Transactions register abstract ☐ Detailed abstract from the record-kee ☐ Detailed abstract from the record-kee Additional information to the instruction	eping register as of	thorized officer details		Date	initials, last name	signature
	(If transac	ction is initiated by an authorized officer)				
Name/Full name of the authorized officer						
TIN	OKPO	□ Passport □ OGRN □ Other				
Series No Power of Attorney No		Date/place of issueDate				
Signature of the individual:		Signatures of the individuals specified in the bank can	d:			
			Seal here			

#### f. НИФИ-ВЫП

Depository name Depository address Depository registration document

### DETAILED EXTRACT FROM INFORMATION REGISTER

Number of the accounting register: NUMBER

Owner of the accounting register: COMPANY NAME/SURNAME, NAME, PATRONYMIC

Identification data of the accounting register owner: REGISTRATION DOCUMENT/IDENTIFICATION DOCUMENT DETAILS

Statement generation date: DATE

This extract is document confirming that Bank GPB (JSC) as of [DATE] in its accounting register kept record of the following foreign financial instruments not qualified as securities in accordance with the requirements of the legislation of the Russian Federation:

Issuer	Name	ISIN	Number (pieces)
Including: accountIssuer	Name	ISIN	Number (pieces)
_			

Responsible officer of Bank GPB (JSC):

[SEAL]

initials, surname, signature

f. НИФИ-ВЫП-ОП

Depository name Depository address Depository registration document

# ABSTRACT FROM THE TRANSACTIONS REGISTER

Number of the accounting register: NUMBER

Owner of the accounting register: COMPANY NAME/SURNAME, NAME, PATRONYMIC

Identification data of the accounting register owner: REGISTRATION DOCUMENT/IDENTIFICATION DOCUMENT DETAILS

Statement generation date: DATE

This abstract is a document confirming that from [date] to [the moment when the abstract was generated | end of the day] [date] the following Instructions with regard to [administrative/registration/information] transactions were registered, [the status of transactions with regard to which is: [completed/pending/erroneous]

Book of	Date	Type	Book of records/	Book of records/	ISIN.	Quantity	Type of deal or	Date of	Status
records/	of	of Instruction	Account/Subaccount (debit)	Account/Subaccount			another ground	performance	
transaction	registration			(credit)					
No.									
Number	date	type	subaccount code	subaccount code	ISIN	number	grounds	date	status
Number	date	type	subaccount code	subaccount code		number	grounds	date	status

Responsible officer of Bank GPB (JSC):

Initials, surname, signature

SEAL

#### **Г. НИФИ-ОТЧ**

Depository name Depository address Depository registration document

# INSTRUCTION COMPLETION REPORT | STATUS NOTICE | REJECTION TO PERFORM AN INSTRUCTION

Transaction: ACCEPTANCE FOR/WITHDRAWAL FROM RECORD-KEEPING

Transaction Originator: COMPANY NAME/ SURNAME, NAME, PATRONYMIC, REGISTRATION DOCUMENT/IDENTIFICATION DOCUMENT DETAILS

Report recipient: COMPANY NAME/ SURNAME, NAME, PATRONYMIC, REGISTRATION DOCUMENT/IDENTIFICATION DOCUMENT DETAILS

### Details of the debit [credit] accounting register

Number of the information register: NUMBER

Number of information register subaccount NUMBER

Purpose purpose

Customer account code CODE

Owner of the information register: COMPANY NAME/ SURNAME, NAME, PATRONYMIC, REGISTRATION DOCUMENT/IDENTIFICATION DOCUMENT DETAILS

### Foreign financial instruments not qualified as securities in accordance with the legislation of the Russian Federation

**Issuer:** Name of the issuer

Name: NAME OF FOREIGN FINANCIAL INSTRUMENTS

ISIN: ISIN

Number, pieces number in digits (number in words) Additional information: Additional information

Date of performance: date

Responsible officer of Bank GPB (JSC): initials, surname [Employee issuing the report: initials, surname, signature]

#### **Г.НИФИ-ОТЧ.РЕГ**

Depository name Depository address Depository registration document

# INSTRUCTION COMPLETION REPORT | REJECTION TO PERFORM AN INSTRUCTION

Transaction: ACCOUNTING REGISTER OPENING

Transaction Originator: COMPANY NAME/ SURNAME, NAME, PATRONYMIC, REGISTRATION DOCUMENT/IDENTIFICATION DOCUMENT DETAILS

Report recipient: COMPANY NAME/ SURNAME, NAME, PATRONYMIC, REGISTRATION DOCUMENT/IDENTIFICATION DOCUMENT DETAILS

### **Details of the accounting register**

Number of the accounting register: NUMBER

Information on the accounting register: status/additional information/comments

Owner of the accounting register: COMPANY NAME/ SURNAME, NAME, PATRONYMIC, REGISTRATION DOCUMENT/IDENTIFICATION DOCUMENT DETAILS

Identification data of the accounting register owner: company name, surname, name, patronymic, registration document/identification document details

Additional information: Additional information

Transaction performance date: date

Responsible officer of Bank GPB (JSC): initials, surname [Employee issuing the report: initials, surname, signature]

Annex 17 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

# List of Compliance of Depository Documents Forms, Reports, and Statements to ISO 15022 Formats

Form code	Instruction/ application type	Type of message ISO 15022				
1	2	3				
ПР-01	Securities Account opening	MT599				
111 -01	Securities Account closing	MT599				
	Opening a Subaccount of the Securities Account	MT599				
	Closing a Subaccount of the Securities Account	MT599				
АК-БР, АК-БР-БО						
ПР-02	Securities transfer across accounts	MT542				
	Securities transfer across subaccounts	MT542				
	Instruction cancellation	MT542				
ПР-02.В	Counter Instruction for deposit	MT540				
	Instruction cancellation	MT540				
	Securities Account statement (form BΠ-01)	MT549				
ПР-03	Abstract from the transactions register (form BΠ-06)	MT549				
	only on performed inventorial transactions					
ПР-04.П	Securities acceptance for record-keeping	MT540 MT541				
ПР-04.С	Securities withdrawal from record-keeping	MT542 MT543				

ПР-04.П ПР-04.С	Instruction cancellation	MT540,MT541, MT542,MT543
ЗВ-ВЛ;	Applications for participation in corporate actions	MT565, MT599
3В-ГЛ-		
ФЛ/ЮЛ;		
ЗВ-ГЛ-КЛ;		
3В-КОРП;		
3В-КОРП-		
КЛ;		
3B-H-		
ВЫКУП		

No transfer of other Instruction/application forms with the use of ISO 15022 standard messages is stipulated.

Form code	Туре	e of report/statement	Type of message ISO 15022
1		3	
OB-02	Administrative transactio	n completion report	MT599
OB-04	Rejection to perform an I	nstruction	MT548
OB-03	Inventorial transaction completion report	Securities acceptance for record-keeping  transfer across subaccounts.	MT544, MT545, MT546
		securities withdrawal from	MT546,
		record-keeping	MT547
	Instruction status notice		MT548
ВП-01	Securities Account staten	nent	MT535
ВП-06	Abstract from the transac	tions register	MT536

No transfer of other report/statement forms with the use of ISO 15022 standard messages is stipulated. The Depository has the right to send information messages, including those about corporate actions, in the formats of ISO 15022.

Annex 18 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

### **Declaration of Risks**

Declaration of risks associated with accounting of financial instruments generating FDAP income, as well as financial instruments whose issuers are registered in countries that commit unfriendly actions against the Russian Federation, Russian legal entities and individuals, including New Zealand, Canada, Australia, Great Britain, British Overseas Territories<sup>47</sup> and Crown Dependencies<sup>48</sup>, on Bank's Securities Accounts

The purposes of this Declaration are as follows:

- 1. Provide the Customer with information about the risks associated with the accounting of financial instruments on Securities Accounts opened with the Bank:
  - FDAP Assets:
- the issuers of which are registered in the states that commit unfriendly actions in respect to the Russian Federation, Russian legal entities and individuals (hereinafter, Unfriendly States), including New Zealand, Canada, Australia, Great Britain, British Overseas Territories and Crown Dependencies (hereinafter, Foreign Assets),
- 2. Warn about possible losses in transactions with FDAP Assets, Foreign Assets and/or when receiving payments on them.

The Customer acknowledges that the accounting of FDAP Assets and Foreign Assets on Securities Accounts is associated with the following risks, Bank GPB (JSC) cannot be responsible for, as they are beyond the control and ability of Bank GPB (JSC) to anticipate and prevent the consequences of such risks:

• Risks associated with the fact that the transfer of income on FDAP Assets is governed by the US Foreign Account Tax Compliance Act (FATCA).

Temporarily, due to the current geopolitical situation, for reasons beyond the control of the Bank, Customers will not be able to use the benefits provided by the Double Taxation Agreement between the Russian Federation and the United States, and, in addition to 30% deduction of income to the US budget under Chapter 4 of the US Tax Code, qualified as a penalty, must pay the full amount of profit/income tax in accordance with the requirements of the Tax Code of the Russian Federation.

Furthermore, Bank GPB (JSC) has temporarily<sup>49</sup> suspended acceptance of identification forms W-8BEN, W-8BEN-E, W-8EXP, W-8IMY, W-ECI, W-9 for WTRC purposes.

• Risks associated with the instability of the global political and economic situation, as well as with the introduction of restrictive measures against the financial system of the Russian Federation and a number of Russian individuals and legal entities, including the Bank, by Unfriendly States, including Canada, Australia, Great Britain, and New Zealand.

<sup>&</sup>lt;sup>47</sup> Anguilla, Bermuda, Cayman Islands, British Virgin Islands, Falkland Islands, British Antarctic Territory, British Indian Ocean Territory, Turks and Caicos Islands, Gibraltar, Montserrat, Pitcairn Islands, Saint Helena, South Georgia and the South Sandwich Islands, Akrotiri and Dhekelia

<sup>&</sup>lt;sup>48</sup> Channel Islands (including Jersey and Guernsey) and Isle of Man

<sup>&</sup>lt;sup>49</sup> The Bank informs Customers about the resumption of acceptance of these identification forms by posting information on the Bank's official website www/gazprombank.ru

• Risks associated with the restrictions in relation to senior books of records and other financial organizations participating in the chain of accounting for rights to Foreign Assets / in the chain of payments of income and value of Foreign Assets.

Currently, for reasons beyond the control of the Bank, there are restrictions up to blocking Custody Transactions and corporate actions with Foreign Assets recorded on Securities Accounts, as well as payments of income and/or other due payments on Foreign Assets and other adverse consequences for Customers.

Based on the foregoing, Customers shall decide for themselves whether their FDAP Assets and Foreign Assets can be held on their Securities Accounts.

Customers should carefully consider whether the described risks are acceptable (if necessary, with the involvement of legal and tax advisors) and take a responsible approach to resolving the issue of the acceptability of the above risks and holding of FDAP Assets and Foreign Assets in the Bank.

### Note:

FDAP Income (US Source Fixed or Determinable Annual or Periodic Income) includes fixed or determinable, annual or periodical income received by the Customer from a source within the United States, including:

- interest income, including:
- interest income on debt securities issued by legal entities registered in the US and/or the US Government, the Federal District of Columbia, states and other government agencies (hereinafter referred to as US debt securities);
- interest income on debt obligations of legal entities, partnerships or trusts registered in the United States (including interest on credits/loans, deposits);
  - discount established when issuing US debt securities (original issue discount);
- interest income paid by foreign branches of legal entities registered in the United States;
  - dividends received on shares issued by legal entities registered in the United States;
- dividends received on shares of foreign (non-US) companies, if more than 25% of the income received by such a company within 3 years was directly related to commercial or trading activities in the United States (regulations of controllable foreign corporations, CFC), about the application of which the issuer must inform);
- payments under life insurance contracts, payments under death insurance contracts made by US insurance companies;
- income (interest, other payments) from participation in US real estate funds (REMIC residual interests);
  - guarantee fee paid by US companies;
- REPO transaction income paid by a US legal entity (difference between the first and second parts of the REPO);
- dividend equivalent payments on securities loan transactions and REPO transactions, the underlying asset of which is securities of US issuers;
- certain types of income on derivative financial instruments (derivatives): dividend equivalent payments on derivatives, the underlying asset of which is shares of US issuers and which are recognized as "notional principal contracts" (this category includes swap transactions) and "equity linked instruments" (this category includes futures, forwards, options). However, income from derivatives whose underlying assets are indices (S&P 500, NASDAQ, etc.) shall be tax-free if the index includes more than 25 issuers and the share of each issuer is less than 10%.
  - payments made by trusts registered in the USA and regulated by US law.

Instruments that generate FDAP income include US debt securities, debt securities of US entities, partnerships or trusts, shares issued by US entities, US money market funds, US bond funds, US stock funds, target-date US funds, US exchange-traded funds (ETF), US real estate investment trusts (REIT) and REMIC (Real Estate Mortgage Investment Conduit),
and some derivative financial instruments that meet applicable requirements.

Annex 19 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

# List of Documents to Confirm that Persons are Spouses, Close Relatives (Pursuant to the Family Code of the Russian Federation<sup>50</sup>).

- 1. For spouses marriage certificate;
- 2. For close relatives:
- parents and children: birth certificate;
- for grandparents and grandchildren: birth certificate (of grandchildren) and birth certificate (of the parent of grandchildren);
- siblings and half-siblings (having a common father or mother) birth certificates.

An identity document with a marriage registration stamp may be provided instead of a marriage certificate; an identity document with a record of children may be provided instead of a birth certificate.

Additionally (if necessary), a certificate of name change is provided.

If the above supporting documents are not available, other official documents issued by the civil registry offices/authorities of a foreign state may be provided.

Supporting documents are attached to the depository documents in the form of a notarized copy or a photocopy certified by the Bank, made from the originals or notarized copies.

Documents drawn up outside the Russian Federation must be properly legalized/apostilled, and Russian translations must be notarized.

<sup>&</sup>lt;sup>50</sup> Family Code of the Russian Federation of 29.12.1995 N 223-FZ.

Annex 20 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

## Request for Information on Deposit Securities Account



ГАЗПРОМБАНК										
16 Nametkina Tel./Fax: +7 (4	BANK GPB (ISC) DEPOSITORY  16 Nametkina St., bldg., 1,17420 Miscow, RUSSIAN FEDERATION  Tel./Fax -7 (262) 913 -74 -74  GENERAL LICENSE OF THE CENTRAL BANK OF RUSSIA: No. 354 Issued by the Central Bank of Russia on 29 December 2014									
Request for Information on Deposit Securities Account										
Inquiry	date									
Securit	y ISIN									
Securit	ies registration numb	er	_							
Record	date									
Bank C	SPB (JSC) requests he	ereby that								
				De	positor's name					
provide	information on each	taxpayer - securities or	wner, whose rig	ghts a	ire recorded on the	deposi	t securities account.			
Inform	ation regarding indivi	duals should be provide	ed in the follow	ing f	ormat:					
Record	Last name, first name and	Identity document details (ser		Res	idence address	INN	Date of birth	Number of securities		
No. 1	patronymic (if any)	number, issued by, issued on)	· ·							
2										
Inform	ation regarding legal	entities should be provi	ded in the follo	wing	format:					
Record No.	Company name	Jurisdiction of the legal entity	KPP (for Russian en	tities)	INN (for Russian entities)		OKPO (for Russian entities)	Number of securities		
1.										
2.										
	Authorized officer of	Bank GPB (JSC)								
	Initials, last name									

Annex 21 to Bank GPB (JSC) Depository Terms and Conditions dd. "23" August 2022 No. 1117

## Letter of Information on Deposit Securities Account

Letter of Information on Deposit Securities Account

Securit	y ISIN								
Securit	ies registration numbe	er	_						
Record	date								
Hereby	,	Depositor's name		asks to ac	cept info	rmation regard	ing each taxpa	ayer –	
		Depositor's name							
securit	securities owner, whose rights are recorded on the deposit securities account No								
Details	of the individuals:								
Record No.	Last name, first name and patronymic (if any)	Identity document details (ser number, issued by, issued on)		Residence address	ress INN		Date of birth		Number of securities
1 2	, , , , , , , , , , , , , , , , , , , ,								
2									
Details	of the legal entities:								
Record No.	Company name	Jurisdiction of the legal entity	KPP (for Russian en	tities) INN (for Russian ent	ities)	OKPO (for Russia	n entities)	Numbe	r of securities
1.									
2.									
	Authorized representative of the Depositor (last name, first name and patronymic)  Seal here								
	Date								