

**Appendix No. 1 to Order No. 01-06-07/03  
dated June 7, 2022**

**APPROVED  
by Order of  
the Chairman of the Board  
of SPB Bank,  
Public Joint Stock Company  
No. 01-06-07/03**

**TERMS AND CONDITIONS OF DEPOSITARY ACTIVITIES OF  
SPB BANK, PUBLIC JOINT-STOCK COMPANY**

**Moscow  
2022**

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## Chapter I. General provisions

### 1. Terms and definitions

**Administrative Transactions** are depositary transactions resulting in changes in questionnaires of securities accounts / sub-accounts, as well as in the contents of other recordkeeping registers of the Depositary, except for the securities balances on the securities accounts.

**Active Account** is an account designed to record securities against their custody locations and stipulated by paragraphs six through eight of clause 2.2 of the Regulations of the Bank of Russia No. 503-II “On Procedure for Opening and Operating Securities Accounts and Other Accounts by Depositories” dated November 13, 2015 (hereinafter referred to as the “Regulations of Bank of Russia No. 503-II”).

**Internal Regulations** means an internal document (a set of internal documents) developed and approved by the Depositary in accordance with the requirements of the laws of the Russian Federation, including regulatory acts of the Bank of Russia, and the Basic Standard;

**Issue of equity securities** is an aggregate of all the securities of the same issuer, providing equal scope and terms of rights exercising to their holders and having the same par value in cases where such par value is provided for by the legislation of the Russian Federation. A registration number, which applies to all the securities of a given issue, is assigned to each issue of equity securities;

**Principal Depositary** is the Depositary of a custody location and/or a foreign organization which keeps records and transfers rights to securities and/or keeps records, transfers rights to and holds immovable certificated securities of Bailors / Depositary’s Clients, with which the Depositary has opened a securities account of a nominee holder and/or account of a person acting on behalf of third parties in a foreign organization keeping records and transferring rights to securities.

**Global Transaction** means a depositary transaction that changes a status of all (or a significant portion) of the Depositary’s recordkeeping registers related to a given issue of securities.

**Depositary** is SPB Bank, Public Joint Stock Company that carries out depositary activities under license No. 077-13860-000100 issued by the Bank of Russia on April 28, 2014. SPB Bank, PJSC combines depositary activities with other professional activities on the securities market: namely, brokerage and dealer activities.

Depositary activity, as well as FFI recordkeeping services rendering are performed by a separate structural subdivision of SPB Bank, PJSC.

**Depositary Activities** are rendering services on recordkeeping and transfer of rights to non-certificated securities and immovable certificated securities, as well as on custody of immovable certificated securities subject to rendering services on recordkeeping and transfer of rights to them, and, in cases stipulated by federal laws, on digital rights recordkeeping.

**Depositary Agreement** means an agreement between the Depositary and the Bailor for rendering of services for recording of rights to securities, except for the Inter-Depositary Relationship Agreement / Trustee’s Securities Account Agreement / Deposit Agreement with Foreign Nominee / Deposit Agreement with Foreign Authorized Holder, entered into between the Bailor and the Depositary and governing the relations of the Parties within the Depositary Activities, the Clearing Securities Account Agreement.

**Securities Sub-Account Agreement** means an agreement entered into by means of adherence by the Depositary’s Client to the Terms and Conditions and governing the relations between the Depositary and the Depositary’s Client in the process of opening and maintaining of Securities Sub-Accounts on Clearing Securities Account by the Depositary (not a Depositary Agreement).

***Deposit Agreement with Foreign Nominee (Foreign Nominee Depository Agreement)*** means an agreement between the Depository and the Bailor, which is a foreign entity entering into such an agreement as and for the purpose of performing the functions of a foreign nominee.

***Deposit Agreement with Foreign Authorized Holder (Foreign Authorized Holder Deposit Agreement)*** means an agreement between the Depository and the Bailor, which is a foreign entity entering into such an agreement as and for the purpose of performing the functions of a foreign authorized holder.

***Depository-Bailor*** is a legal entity being a resident of the Russian Federation, which is a professional participant of the securities market, carrying out depository activities, or a foreign organization, which is incorporated in the states specified in Sub-Clause 1 and 2, Clause 2, Article 514 of the Federal Law No. 39 dated April 22, 1996 “On Securities Market” (hereinafter referred to as the “Federal Law “On Securities Market””), acting for the benefit of other persons, if such entity, in accordance with its personal law, has the right to keep records and transfer rights to the securities, which the corresponding securities accounts are opened for with the Depository.

***Custody Location Depository*** means the Depository, where the Nominee Holder’s securities account is opened for the Depository.

***Depository Transactions*** mean a set of actions performed by the Depository resulting in opening (closing) a securities account (other account, sub-account, account section), making entries regarding a securities account (other account, sub-account, account section) or a recordkeeping register, and a withdrawal by the transaction initiator’s order in the securities account (other account, sub-account, account section) a or recordkeeping register.

***Bailor*** means a legal entity or an individual, which has entered into a Depository Agreement with the Depository and holds securities by right of ownership or other right in rem, or by right of pledge, or another Depository (Depository-Bailor) which has entered into an Inter-Depository Relationship Agreement with the Depository, acting as a Nominee Holder for its clients’ securities, or a Trustee, which has entered into a Trustee’s Securities Account Agreement with the Depository, or a Foreign Nominee Holder, which has entered into a Depository Agreement with Foreign Nominee Holder with the Depository, a Foreign Authorized Holder, which has entered into a Deposit Agreement with Foreign Authorized Holder with the Depository, a Clearing Organization, which a Clearing Securities Account is opened for.

***Trustee*** is a legal entity holding a license of a professional securities market participant to carry out securities management activities, which carries out the trust management of securities transferred to its possession for a certain period of time and owned by another person, in the interests of this person or third parties specified by this person.

***Agreement*** is a Depository Agreement, or an Inter-Depository Relationship Agreement, or a Trustee’s Securities Account Agreement, or a Deposit Agreement with Foreign Nominee Holder, or a Deposit Agreement with Foreign Authorized Holder, or a Clearing Securities Account Agreement, hereinafter together referred to as the “Agreements” and each individually — as the “Agreement”.

***Inter-Depository Relationship Agreement (Inter-Depository Relationship Depository Agreement)*** is an agreement for services rendering by the Custody Location Depository to the Depository-Bailor on recordkeeping and transfer of rights to non-certificated securities and immovable certificated securities, as well as on custody of immovable certificated securities subject to rendering services on recordkeeping and transfer of rights to such securities owned by Bailors of the Depository-Bailor.

***Trustee’s Securities Account Agreement (Depository Agreement with Trustee)*** is an agreement entered into by the Trustee and the Depository and governing the relations of the parties in the course of the Depository Activities.

**Additional FFI Account (Additional Account for FFI Recordkeeping)** is an account for recordkeeping foreign financial instruments not qualified as securities, opened by the Depository for the Depository's Client with the consent of NBCI-CC "SPB Clearing" (JSC) for the purposes specified in the Rules of Clearing Activities of NBCI-CC "SPB Clearing" (JSC).

**Clearing Law** Federal Law dated February 07, 2011 No. 7-Φ3 "On Clearing, Clearing Activities and Central Counterparty"

**Identification in accordance with Federal Law 115-Φ3** means an aggregate of measures to establish the information about the clients, their representatives, beneficiaries, beneficial owners and to confirm this information using original documents and/or duly certified copies and/or public and other information systems, as defined in Federal Law No. 115-Φ3 dated August 7, 2001 "On Combating Legalization (Laundering) of Criminally Gained Income and Financing of Terrorism";

**Depository Transaction Initiator** means the Bailor, an issuer, the Depository, the Registrar, the Custody Location Depository or a foreign organization engaged in recordkeeping and transfer of rights to securities and/or recordkeeping, transfer of rights and custody of immovable certificated securities of the Bailors / Depository's Clients, government agencies or their authorized persons, the Bank of Russia, as well as a settlement depository and a clearing organization.

**Inventory Transactions** means a type of depository transactions changing the securities balances in securities accounts / sub-accounts with the Depository.

**Individual Account** is an account opened with ICSC for the Bailor's securities and monetary funds separate recordkeeping. The account shall be opened in the name of the Custody Location Depository, authorized to open accounts with ICSC

**Foreign Nominee Holder** is a foreign organization whose place of incorporation is a state specified in Sub-Clauses 1 and 2, Clause 2, Article 51.1 of Federal Law No. 39-Φ3 "On Securities Market", pursuant to the personal law of which such organization is entitled to keep records and transfer rights to securities.

**Foreign Authorized Holder** is a foreign organization incorporated in the states specified in Sub-Clauses 1 and 2, Clause 2, Article 51.1 of Federal Law No. 39-Φ3 "On Securities Market", if such organization, in accordance with its personal law, is entitled (not being an owner of securities) to perform any legal and actual actions with the securities on its behalf and in the interests of other persons, as well as exercise the securities rights. The Foreign Authorized Holder of securities shall exercise the rights attached to the securities.

**Foreign Security** means foreign financial instruments admitted to circulation in the Russian Federation as securities of foreign issuers in accordance with Clause 1, Article 51 of the Federal Law "On Securities Market".

**Information Transactions** mean a type of Depository Transactions related to the generation, upon the Depository Transaction Initiator's request, of statements of the securities accounts and other recordkeeping registers of the Depository, or on Depository Transactions performance.

**Qualified Investor** means a person / entity recognized as a qualified investor in accordance with Federal Law "On Securities Market" or the Regulations on Recognition as Qualified Investors of SPB Bank, PJSC.

**Clearing Securities Accounts** are securities accounts designed for keeping records regarding securities that can be used for performance and/or assurance of performance of obligations admitted to clearing, as well as obligations arising under a property pool agreement in accordance with Article 16 of the Law on Clearing.

**Complex Transaction** means a transaction comprising, as constituent elements, transactions of different classes — inventory, administrative, and informational.

**Issuer's Treasury Securities Account (of a person obliged on securities)** is a securities account, which the securities placed (issued) by the issuer and acquired by it at their circulation are credited to.

**Depository's Clients** are persons / entities in whose name securities sub-accounts to a clearing securities account are opened under Federal Law No. 7-Φ3 "On Clearing, Clearing Activities and Central Counterparty" dated February 7, 2011 without Depository Agreement concluding.

**Personal Account** means a software program placed on a website page on the Internet information and telecommunications network (<https://lkb.besteffortsbank.ru>), access to which is provided in the manner specified in the Agreement on Electronic Signature Usage for Rendering Custody Services by SPB Bank, PJSC, designed for remote conclusion of the Depository Agreement by an individual who is a citizen of the Russian Federation, using the Internet information and telecommunications network.

**Custody Location** means a Depository of the Depository, an external (with respect to the Depository) Depository, the Registrar, the Custody Location Depository or a foreign organization performing recordkeeping of rights to securities, which keeps records and transfers rights to securities, performs recordkeeping, transfer of rights and keeping of immovable certificated securities of the Depository Bailors.

**ICSC** is International Clearing and Settlement Center

**Heirs** means individuals or legal entities being heirs (heirs of the heirs) of any deceased clients of the Depository.

**Nominee Holder** means a depository, whose personal account (securities account) the rights to securities owned by other persons / entities are recorded in.

**FFI** is foreign financial instruments not qualified as securities and restricted in circulation in accordance with the legislation of the Russian Federation.

**Appeal (complaint)** means an appeal sent by the Financial Services Recipient to the Depository for restoring or protecting any rights or interests the Financial Services Recipient, which contains information regarding a possible violation by the Depository of any requirements of the Russian law on securities market, basic or internal standards of self-regulatory organization, constituent or internal documents of the Depository related to the carrying out of professional securities market activities.

**Securities Account (Section) Operator** means the Bailor's Authorized Representative, a legal entity which is not a holder of the securities accounted for in the Bailor's securities account / account section, but is entitled, by virtue of a power of attorney or power of attorney and agreement, to give instructions for execution of Depository Transactions with the Bailor's securities account on behalf and at the expense of the Bailor within the limits of the established powers.

**Depository Operating Day** means an operating and recordkeeping cycle common to all the Bailors, during which all the Securities account transactions for the relevant calendar date are executed and recorded in the Depository records.

**Back-to-Back Transaction** means a transaction, within which the Bailor acts as an intermediary between two or more counterparties on transactions of purchasing (selling) securities of the same type, in the same settlement currency, executed on the same settlement date. A total number of securities to be credited shall be equal to a total number of securities to be debited. Settlements under the transaction shall be effected using the parties' obligations netting within the general pool of submitted orders with "delivery versus payment" settlement condition.

**Passive Account** is an account intended for securities recordkeeping in the context of their ownership and properties, main parameters of maintenance of which are determined by Regulations of the Bank of Russia No. 503-II.

**Transfer** is a Depository Transaction resulting in securities debiting from the Securities Account (another Passive Account, Sub-Account, Passive Securities Account Section, Passive

Account Section) with their simultaneous crediting to another Securities Account (another Passive Account, Sub-Account, Passive Securities Account Section, Passive Account Section) provided that a number of securities accounted in the Active Accounts does not change.

**Relocation** is a depositary transaction resulting in a withdrawal of securities from the Active Account (Active Account Section) with their simultaneous crediting to another Active Account (Active Account Section), provided that a number of securities accounted in the Passive Accounts does not change.

**Financial Services Recipients** include the Bailor, the Depository's Client, as well as potential client, former client, heirs.

**Securities Account Trustee** means a legal entity holding a license of a professional securities market participant for brokerage activities, which has entered into an agreement with the Depository establishing their mutual rights and obligations, including obligations to enter into depositary agreements with the Bailors and to reconcile data on the Bailor's securities, to which the Bailor, by virtue of a brokerage agreement entered into between them, gives the rights and powers to dispose of the securities and exercise rights to the securities held and/or rights to which are registered by the Depository.

**FFI Account Trustee (FFI Recordkeeping Account Trustee)** means a legal entity which has a license of a professional securities market participant for brokerage activities, which has entered into an agreement with the Depository, establishing mutual rights and obligations, to which the Bailor gives the rights and powers to execute transactions with FFI in the FFI Account,

**Order** means a document containing instructions for the Depository to execute one or more Depository transactions.

**Acceptance of Securities for Custody and/or Recordkeeping** means a Depository Transaction resulting in securities crediting to the Passive Account and their simultaneous crediting to the Active Account.

**Passive Securities Account** is a Securities Account designed to keep records regarding the rights to securities across the Bailors.

**Securities Account Holder — Bailor's Authorized Representative** is an individual who has the right, under a power of attorney or a power of attorney and an agreement, to sign documents initiating transactions with the Bailor's Securities Account on behalf of the Bailor and at the Bailor's expense.

**Registrar (Register Keeper)** is a professional securities market participant engaged in maintaining the register of securities holders, including mortgage participation certificates, as well as a specialized depositary maintaining the register of holders of investment units within a unit investment trust;

**Website** is a webpage of SPB Bank, PJSC on the Internet ([www.spbbank.ru](http://www.spbbank.ru)), where information on the Depository's activities is disclosed.

**Collective Order** means an order containing an instruction to the Depository on execution of a Depository Transaction with respect to a set of securities which are credited to or debited from the Securities Account as a result of entering into agreements at the Bailor's expense during on-exchange and/or off-exchange trading.

**Simplified Identification System** means a special section on a website page of the Internet information and telecommunication network (<https://lkb.besteffortsbank.ru/Account/>), designed for the Depository to perform simplified identification of the Bailor in accordance with the requirements of the Federal Law dated August 7, 2001 No. 115-ФЗ "On Combating Legalization (Laundering) of Criminally Gained Income and Financing of Terrorism", and for subsequent remote conclusion of the Agreement on Electronic Signature Usage for Rendering Depository Services by SPB Bank, PJSC, using the Internet information and telecommunications network.



***Withdrawal of Securities from Custody and/or Recordkeeping*** is a depositary transaction resulting in withdrawal of securities from the Passive Account with their simultaneous debiting from the Active Account.

***Service Order*** means a dispositive document initiated by the Depositary.

***Special Brokerage Account*** is a separate bank account opened by a broker in a credit institution (SBA)

***Special Technical Account (Technical Sub-Account)*** is an account (sub-account) designed for fulfillment of obligations based on the clearing results. The account (sub-account) is not intended for recording the rights to securities. The securities balance on the Technical Securities Account / Securities Sub-Account after the transactions based on clearing results is not allowed.

***Securities Sub-Account*** is a securities sub-account of a clearing securities account, included into a clearing securities account register and being an integral part of a clearing securities account.

***Depositary's Account*** means a personal account of a nominee holder in the securities register or a nominee holder's securities account with another Depositary, or an account of a person / entity acting on behalf of other persons / entities with a foreign organization.

***Securities Account*** means a combination of records in the Depositary's registers having a common feature, which is intended for recording the rights to securities.

***Holder's Securities Account*** means a securities account designed to register and record the rights to securities owned by the Bailor by right of ownership or another right in rem.

***Trustee's Securities Account*** is a securities account designed to keep records regarding the Trustee's rights with respect to securities held in trust.

***Foreign Nominee Holder's Securities Account*** is a securities account opened for a foreign organization whose place of incorporation is a state specified in Sub-Clauses 1 and 2, Clause 2, Article 51.1 of Federal Law "On Securities Market", in accordance with the personal law of which such organization is entitled to keep records and transfer rights to securities, designed to record rights to securities in respect of which the Foreign Nominee Holder is not a holder and keeps records regarding them in the interests of its bailors.

***Foreign Authorized Holder's Securities Account*** is a securities account opened for a foreign organization whose place of incorporation is a state specified in Sub-Clauses 1 and 2, Clause 2, Article 51.1 of Federal Law No. 39-Φ3 "On Securities Market", if such organization, in accordance with the personal law, has the right, not being a holder of the securities, to perform, on its own behalf and in the interests of other persons / entities, any legal and actual actions with the securities, as well as exercise rights with respect to the securities. The Foreign Authorized Holder of securities shall exercise the rights attached to the securities.

***Nominee Holder's Securities Account*** is a securities account designed to keep records regarding the rights to the securities, which the Depositary-Bailor is not a holder of and keeps their records in the interests of its bailors.

***FFI Account (FFI Recordkeeping Account)*** means an account opened by the Depositary in the name of the Bailor / Trustee / Nominee Holder / Foreign Nominee Holder to record FFIs / Depositary's Client.

***Non-Identified Persons / Entities Account*** means an account designed for recordkeeping securities whose holders are not identified. This account is not intended for recordkeeping the rights to securities.

***Trading Securities Account*** is a securities account intended for recordkeeping securities that can be used for performance and/or assurance of performance of the obligations admitted to clearing.

***Bailor's Authorized Representative (Authorized Person)*** means a legal entity which by virtue of the law, its Articles of Association (another document in accordance with the applicable law for non-resident clients), under an agreement and/or a power of attorney, is entitled to sign Orders and

other documents initiating Depositary Transactions, as well as perform other activities provided for by the Agreement and Depositary Activities Terms and Conditions.

***Terms and Conditions*** — SPB Bank, PJSC Depositary Activities Terms and Conditions

**Conditional Order** is the Bailor's / Depository's Client's Order, included in the text of the Terms and Conditions, to credit and/or debit securities, or to carry out other actions in respect of securities recorded in its Bailor's Securities Account, the Depository's Client's Securities Sub-Account, actions with FFI in the FFI Account, executed by the Depository repeatedly upon occurrence of circumstances / events and/or fulfillment of the preconditions specified in such Bailor's / Depository's Client's Order, Order for transactions with FFI, which will arise in the future during the period of adherence to the Terms and Conditions, and for the Bailors — during the Agreement validity period. The Conditional Order shall be deemed to have been given by the Bailor at the moment of entering into the Agreement, and/or at the moment of entry into force of amendments to the Terms and Conditions. The Conditional Order shall be deemed to have been given by the Depository's Client at the moment of adherence to the Terms and Conditions, and/or at the moment of entry into force of amendments to the Terms and Conditions. Transactions in the Securities Account, Securities Sub-Account, Bailor's / Depository's Client's FFI Account shall be carried out by the Depository upon occurrence of terms and conditions specified in the Conditional Order within the balance of securities in the Securities Account (Sub-Account) / within the balance of FFI in the FFI Account.

The grounds (condition) for the Depository to execute Depository (and other) transactions in the Bailor's Securities Account / Depository's Client's Securities Sub-Account and the FFI Account without further orders from the Bailor / Depository's Client shall be an occurrence of the circumstances / events set forth in the Conditional Orders.

Occurrence of circumstances / events which constitute grounds for the Depository to execute Depository (and other) transactions in the Bailor's Securities Account / Depository's Client's Securities Sub-Account and the FFI Account shall be controlled by the Depository on its own. Unless otherwise expressly provided for in the Terms and Conditions, a Conditional Order is considered a continuing order, i.e., it may be executed repeatedly upon each occurrence of circumstances / events specified in the Conditional Order.

**The Depository's recordkeeping registers are** records containing information:

about its Bailors, the Depository's Clients, as well as information allowing to identify the Bailor, including information required to be submitted to the securities holders register keeper when opening a relevant personal account and details of the bank account, which income and/or payments on securities will be transferred to;

on the securities in respect of which it renders rights recordkeeping services in accordance with the internal documents approved by it and allows to identify the said securities.

**Equity Securities** are any securities characterized by the following attributes at the same time:

- validation of the totality of proprietary and non-proprietary rights subject to certification, assignment and unconditional exercise in accordance with the form and the procedure established by the Federal Law "On Securities Market";
- placement by issues or additional issues;
- the same volume and time limits for exercising the rights within one issue, regardless of the moment of securities acquisition.

**Equity Securities Account** is a securities account opened for an issuer to keep records regarding securities to be placed, redeemed or repurchased for redemption by the issuer.

**Digital Signature** is electronic information which is attached to other electronic information (signed information) or otherwise related to such information, and which is used for signatory identification.

**Electronic Document** is documented information presented in an electronic form, meaning a human-readable with the use of electronic computing machines, and suitable for transfer via information and telecommunications networks or processing in information systems.

Terms not expressly defined in these Terms and Conditions shall have the meanings prescribed by the laws of the Russian Federation.

## **2. General provisions**

**2.1.** These SPB Bank, Public Joint Stock Company Depository Activities Terms and Conditions shall determine the procedure for depository activities of SPB Bank, Public Joint Stock Company in respect of securities in accordance with the laws of the Russian Federation. The Depository shall not keep records regarding digital rights transferred to it by the Bailor or a person designated by the Bailor by crediting such digital rights to the securities account opened for the Bailor.

**2.1.1.** The Depository also acts as a settlement depository, i.e. it settles the results of trading transactions executed during trading sessions by market operators under agreements concluded with such market operators and/or with clearing organizations performing obligations clearing for such transactions.

**2.2.** These Terms and Conditions are an integral part of the Depository Agreement / the Inter-Depository Relationship Agreement / the Trustee Depository Agreement / the Deposit Agreement with Foreign Nominee Holder / the Deposit Agreement with Foreign Authorized Holder / the Securities Account Trustee Agreement / the Clearing Securities Account Agreement / the Securities Sub-Account Agreement.

**2.3.** The Depository shall be entitled to amend these Terms and Conditions unilaterally.

**2.4.** If these Terms and Conditions are amended, the Depository shall, at least five (5) calendar days prior to the effective date of a new version of these Terms and Conditions, notify the Bailors / Depository's Clients of such amendments by publishing the new version of the Terms and Conditions and Appendices thereto. Information about changes in these Terms and Conditions, and their effective date shall be posted on the Website. Disclosure of information on the Website shall be considered an appropriate means of informing the Bailors / the Trustees / the Depository-Bailors / the Foreign Nominee Holders / the Foreign Authorized Holders / the Securities Account Trustees / the Depository's Clients / the Bailor's / Depository's Client's Authorized Representatives. The date, when the information is posted on the Website, shall be considered the date of notification of all the persons referred to in this clause.

**2.5.** The Appendices to these Terms and Conditions are an integral part of these Terms and Conditions. Amendments and/or additions made to these Terms and Conditions and appendices thereto shall be an integral part of these Terms and Conditions.

**2.6.** Conclusion of the Agreements, as well as acceptance of these Terms and Conditions is carried out by means of complete and unconditional adherence of an individual or a legal entity (hereinafter referred to as the "Applicant") to the provisions of these Terms and Conditions in accordance with Article 428 of the Civil Code of the Russian Federation.

The provisions of the Agreements are contained in the text of these Terms and Conditions and do not require to be executed in a written form separately.

Agreements do not constitute a public offer for the purposes of Article 426 and Clause 2 of Article 437 of the Civil Code of the Russian Federation. The Depository shall be entitled to refuse entry into an Agreement at its sole discretion without giving any reason.

**2.7.** Adherence to the Agreement shall be affected by sending by the Applicant of the signed Application for Accession to SPB Bank, PJSC Depository Activities Terms and Conditions, in the form set forth in Appendix No.6 and Appendix No.7 to these Terms and Conditions (hereinafter referred to as the “Application for Accession”).

To enter into the Agreement, the Applicant shall provide a complete set of documents, the list of which is set forth in the List of Documents required to enter into the Depository Agreement, the Securities Account Trustee Agreement, to appoint the Securities Account Operator, to open the Securities Sub-Account for the Depository’s Clients, as well as additional requirements for the disclosure of beneficiaries, when rendering depository services and when changing the information provided (hereinafter referred to as the “List of Documents”) posted on the Bank’s website in Depository Services / Additional Depository Documents Section ([https://spbbank.ru/ru/depobsl/tip\\_dog/](https://spbbank.ru/ru/depobsl/tip_dog/))

To enter into a Securities Sub-Account Agreement, the Depository’s Clients who have not adhered to the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC (who do not use the Bank’s brokerage services) shall provide the Depository with the Application for Accession to these Terms and Conditions and the Securities Sub-Account opening in the form set forth in Appendix No.40 to these Terms and Conditions, without signing a Depository Agreement with the Depository’s Client.

The Application for Accession shall be signed by the Bailor / the Depository-Bailor / the Trustee / the Foreign Nominee Holder / the Foreign Authorized Holder / the Depository’s Client in one (1) original copy and delivered to the Depository. A copy of the Application for Accession, bearing the Depository’s mark of adherence and certified by the Depository, shall be delivered to the Bailor / the Depository-Bailor / the Trustee / the Foreign Nominee Holder / the Foreign Authorized Holder / the Depository’s Client upon request.

The Depository may request the Applicant to provide documents (information) other than those specified in the List of Documents. The Applicant shall provide the documents (information) specified in the Depository’s request within time limits set by the Depository.

The documents specified in the List of Documents may be not required to be provided, if the Depository has the relevant documents in connection with the financial market services agreement signed with the Applicant under the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC and/or the bank account agreement signed with the Applicant.

The Clearing Securities Account Agreement shall be concluded by the Parties by signing of a separate written document.

**2.8.** The Depository Agreement / the Inter-Depository Relationship Agreement / the Depository Agreement with Trustee / the Deposit Agreement with Foreign Nominee Holder / the Deposit Agreement with Foreign Authorized Holder / the Securities Sub-Account Agreement (hereinafter also referred to as the “Agreement”) shall be considered executed, and the provisions of these Terms and Conditions shall be considered accepted by the Bailor / the Depository’s Client from the date of acceptance of the Application for Accession and a set of documents in accordance with the requirements of clause 2.7 of the Terms and Conditions by the Depository, and shall stay valid until the date of the Agreement termination.

The place of the Agreement conclusion shall be Moscow.

**2.9.** The Depository can render services to the Bailors / the Depository’s Clients on recordkeeping foreign financial instruments which are not qualified as securities under the laws of the Russian Federation (hereinafter referred to as the “FFI”), subject to their separate recordkeeping and a limited list of transactions, in accordance with these Terms and Conditions, the Regulations on Recordkeeping Services regarding Foreign Financial Instruments not Qualified as Securities,

the Agreement on Recordkeeping Services regarding Foreign Financial Instruments not Qualified as Securities, and the current legislation of the Russian Federation.

The Depository's services on FFI recordkeeping is not a Depository Activity. The terms and conditions of rendering the recordkeeping services regarding foreign financial instruments, which are not qualified as securities in accordance with the legislation of the Russian Federation, are not the subject of the Depository Agreement.

These Terms and Conditions are an integral part of the Agreement on Recordkeeping Services regarding Foreign Financial Instruments not Qualified as Securities.

The Regulations on Recordkeeping Services regarding Foreign Financial Instruments not Qualified as Securities are an integral part of these Terms and Conditions. The Regulations shall be considered a deed of accession in accordance with Article 428 of the Civil Code of the Russian Federation.

Such financial instruments shall be recorded by the Depository in a separate FFI Account opened for the Bailor / the Depository's Client and maintained by the Depository similarly to the Securities Account of the relevant type,

The FFI Account shall be opened for the Bailor / the Depository's Client in conjunction with one Securities Account / Sub-Account of the same type opened for that Bailor / the Depository's Client with the Depository.

The Depository can open Additional FFI Accounts in conjunction with one Securities Sub-Account of the same type opened for a Depository's Client, provided that the Depository Client has submitted an Order for Opening Additional FFI Account, in the form set forth in Appendix No. 38 to these Depository Activities Terms and Conditions.

The Depository shall open the aforementioned Additional FFI Accounts with the consent of NBCI-CC "SPB Clearing" (JSC):

- If the Additional FFI Account is opened due to provision of original Appendix No. 38 to these Terms and Conditions, the consent of NBCI-CC "SPB Clearing" (JSC) to opening the Additional FFI Account shall be considered received by the Depository at the moment of receiving the said Order, bearing a signature of the authorized representative of NBCI-CC "SPB Clearing" (JSC). The said application can be submitted to the Depository by NBCI-CC "SPB Clearing" (JSC) or directly by the person / entity, which the Additional FFI Account is opened for;

- If the Additional FFI Account is opened under Appendix No. 38 hereto submitted in the form of an Electronic Document through the Personal Account of D&B Systems, LLC or EDMS of NP RTS, then the consent of NBCI-CC "SPB Clearing" (JSC) to opening the Additional FFI Account shall be submitted to the Depository by sending a corresponding message through EDMS of NP RTS or by any other method agreed by the Depository with NBCI-CC "SPB Clearing" (JSC).

When opening Additional FFI Accounts, the Depository's Client shall appoint NBCI-CC "SPB Clearing" (JSC) as the Operator of such account and authorize it, from the date of signing the Order for Opening Additional FFI Account, to perform the following actions on its behalf and in its interests:

- execute, sign and provide the Depository with orders being grounds for execution of transactions in the Additional FFI Account opened for the Depository's Client; sign and submit other documents related to the Additional FFI Account servicing and performance of the Agreement concluded between the Depository's Client and the Depository in accordance with these Terms and Conditions;

- submit and receive documents related to the execution of transactions in the Additional FFI Account of the Depository's Client, in accordance with these Terms and Conditions.

The following date is considered to be the date of execution of the said written authorization of NBCI-CC “SPB Clearing” (JSC) as the Operator of Additional FFI Account:

- the date of the Order for opening the FFI Account.

NBCI-CC “SPB Clearing” (JSC), as the Operator of the Additional FFI Account, shall be vested with the above powers by the Depository’s Client for a period of ten (10) years.

The Depository shall carry out transactions in the Additional FFI Accounts only if the Depository receives an order being grounds for execution of transactions in the Additional FFI Account, opened to The Depository’s Client, from NBCI-CC “SPB Clearing” (JSC) or the Depository’s Client’s order, if NBCI-CC “SPB Clearing” (JSC) has provided its consent to the relevant transaction.

The Depository shall perform the following transactions with financial instruments not qualified as securities:

- global transactions;
- inventory transactions without transfer of ownership (except for operations related to transfer of FFI ownership with foreign organizations recordkeeping and transferring rights to securities);
- transfer of FFI to the FFI Account from a Non-Identified Persons / Entities Account maintained with the Depository;
- other transactions permitted in accordance with the laws of the Russian Federation.

Financial instruments recordkeeping in the FFI Account, execution of transactions and provision of statements in this account shall be carried out in the manner prescribed by these Terms and Conditions for securities accounts and securities and the Regulations on FFI Accounting, as well as in accordance with the legislation of the Russian Federation.

The form of the Statement on Transactions in the FFI Account shall correspond to the form of the Statement on Transactions.

Upon receipt of information on assignment to / receipt by the foreign financial instrument, previously not qualified as a security, of ISIN and/or CFI codes, and provided that the CFI code meets the requirements established by regulatory acts of the Bank of Russia, the Depository shall qualify this financial instrument as a security, not later than on the next business day, and without any further orders from the Bailor shall debit this financial instrument from the Bailor’s FFI Account and credit it (as a security) to the Bailor’s Securities Account, which the above FFI Account is linked to.

In case of occurrence of an event when upon receiving information on assignment to / receipt by the foreign financial instrument, previously not qualified as a security, of ISIN and/or CFI codes, registered in the FFI Account of the Client being the Depository’s Client, and provided that the CFI code meets the requirements established by the regulatory acts of the Bank of Russia, and the Depository qualifies this financial instrument as a security, it is considered that the Bailor — Clearing Organization, as well as the Depository’s Client have provided the Depository with the Conditional Orders:

- type of Depository Transaction:
  - an inventory transaction on debiting securities from the Depository’s Client’s FFI Account;
  - an inventory transaction on crediting such securities to the Depository’s Client’s Securities Sub-Account, which the above FFI Account is linked to;
- quantity — corresponds to a number of securities qualified as securities;
- the Conditional Order validity period — during the Agreement validity period;
- time limits for the Conditional Order execution (time limits for the Depository Transaction execution) — determined in accordance with these Terms and Conditions;

- date and time of this Conditional Order submission — the date of qualification by the Depository of a financial instrument as a security.



In case of occurrence of an event when upon receiving information on assignment to / receipt by the foreign financial instrument, previously not qualified as a security, of ISIN and/or CFI codes, registered in the Bailor's FFI Account, and provided that the CFI code meets the requirements established by the regulatory acts of the Bank of Russia, and the Depository qualifies this financial instrument as a security, it is considered that the Bailor has provided the Depository with the Conditional Orders:

- type of Depository Transaction:
- an inventory transaction on debiting securities from the Bailor's FFI Account;
- an inventory transaction on crediting such securities to the Depository's Bailor's Securities Account, which the above FFI Account is linked to;
- quantity — corresponds to a number of securities qualified as securities;
- the Conditional Order validity period — during the Agreement validity period;
- time limits for the Conditional Order execution (time limits for the Depository Transaction execution) — determined in accordance with these Terms and Conditions;
- date and time of this Conditional Order submission — the date of qualification by the Depository of a financial instrument as a security.

**2.10.** The Bailor, the Depository's Client shall be considered to have adhered to the Regulations on FFI Accounting and the Agreement for Recordkeeping Services regarding Foreign Financial Instruments not Qualified as Securities:

**2.10.1.** from the date of adhesion of the Bailor and/or the Depository's Client to the Depository Activities Terms and Conditions, if the Regulations on FFI Recordkeeping came into force prior to the date of adhesion to the SPB Bank, PJSC Depository Activities Terms and Conditions;

**2.10.2.** from the date of receipt by the Depository of the FFI under the Corporate Action for Client, if the Regulations are adopted later than the date of adherence by the Bailor and/or the Depository's Client to the Depository Activities Terms and Conditions.

**2.10.3.** from the date of receipt by the Depository of the Order for Opening Additional FFI Account in the form of Appendix No. 38 to these Terms and Conditions.

**2.11.** Any adult individual who is a citizen of the Russian Federation can adhere to these Terms and Conditions and to the Depository Agreement without filing the Application for Accession in the form set forth in Appendix No. 6 to these Terms and Conditions and providing the documents listed in the List of Documents by adherence through the Personal Account using the Electronic Signature, provided that such an individual has previously concluded the Agreement on Electronic Signature Usage for Rendering Depository Services by SPB Bank, PJSC.

The Depository Agreement shall be considered to have been executed in the manner specified in this clause once all of the following conditions have been met:

- ✓ forming and completing the Electronic Document in the form set forth in Appendix No. 31, its signing with the Electronic Signature, and sending to the Depository through the Personal Account;
- ✓ receiving by the Depository of the above-mentioned Electronic Document signed with the Electronic Signature of the Applicant;
- ✓ verification and validation of the Electronic Signature, and successful simplified identification;

✓ registration of the Electronic Document in the Document Register.

The date of the Electronic Document registration in the Document Register shall be considered the date of the Depository Agreement execution and the Applicant's adherence to these Terms and Conditions.

The Securities Account shall be opened within one (1) business day from the day of the Bailor's adherence to the Depository Agreement in the manner set forth in Section 2.11 of these Terms and Conditions.

The Depository shall receive the Electronic Document in the form set forth in Appendix No. 31 to these Terms and Conditions.

The Bailor's statement on its complete and unconditional acceptance of these Terms and Conditions, received by the Depository in the form of an Electronic Document, shall constitute the Bailor's consent to opening of the holder's main securities account and the trading securities account, order for / consent to executing transactions in which can be provided by the clearing organization — Non-Bank Credit Institution— Central Counterparty Clearing Center (Joint Stock Company).

The Depository shall open the (main and trading) securities accounts specified in clause 12.5 hereof for the Bailor, an adult individual — a citizen of the Russian Federation, within one (1) business day from the date of the Depository Agreement conclusion with the said Bailor in accordance with the procedure specified in this clause.

The Personal Data amending shall be made in accordance with the terms of Chapter 13 of these Terms and Conditions.

The Depository Agreement concluded remotely using the Electronic Signature can be terminated in accordance with the terms of Chapter 13 of these Terms and Conditions. An opportunity of remote termination of the Depository Agreement concluded remotely with the use of the Electronic Signature is not provided.

**2.12.** The Securities Sub-Accounts of Clearing Securities Account shall be opened without conclusion of the Depository Agreements with the persons / entities in whose name the relevant Securities Sub-Accounts are opened.

**2.12.1.** The Securities Sub-Account shall be opened on the basis of the Application for Accession to these Terms and Conditions and for opening the Securities Sub-Accounts under the form set forth in Appendix No. 40 to these Terms and Conditions. By submitting this application, the person / entity, whom the Securities Sub-Account is opened for, thereby adheres to these Terms and Conditions by completely and unconditionally agreeing to them in accordance with Article 428 of the Civil Code of the Russian Federation.

**2.12.2.** For a person / entity that adheres to these Terms and Conditions due to opening the Securities Account for him/her/it, the Securities Sub-Account shall be opened without filing the Application for Accession to these Terms and Conditions and for opening the Securities Sub-Account by such person / entity. The Securities Sub-Account shall be opened for such person / entity simultaneously with opening the said Securities Account, provided that the Depository receives the consent of the Clearing Organization — NBCI-CC "SPB Clearing" (JSC) (hereinafter — CC of MSE or Clearing Center) to opening the Securities Sub-Account and after registration of

the respective Trading Participant client code in accordance with the Rules of Access to On-Exchange Trading of SPB, PJSC (hereinafter referred to as the “Trading Codes”) for the said person / entity.

**2.13.** In case of conclusion of the Agreements by transfer of the Application for Accession to SPB Bank, PJSC, a number of the Agreement and a number of the Securities Account shall be notified to the Bailor (the Bailor’s Authorized Person) through sending by SPB Bank, PJSC of the Report on Administrative Transaction Execution, in the form specified in Appendix No. 22 to these Terms and Conditions.

**2.14. Information on Depositary:**

Full Company’s Name: SPB Bank, Public Joint Stock Company

Short Company’s Name: SPB Bank, PJSC

Legal Address: 38 Dolgorukovskaya Street, Building 1, Moscow, 127006, Russian Federation.

Postal Address: 38 Dolgorukovskaya Street, Building 1, Moscow, 127006, Russian Federation.

Phone: +7 (495) 899-01-70

SPB Bank, PJSC has a license of a professional securities market participant for depositary activities No. 077-13860-000100 dated April 28, 2014.

SPB Bank, PJSC combines depositary activities with other professional activities on the securities market: namely, brokerage and dealer activities.

**2.15.** In addition, legal relations of the Parties with respect to the procedure for recordkeeping and reporting to meet the requirements of the U.S. Internal Revenue Code regarding income on securities of U.S. issuers are also regulated by the requirements of the “Procedure for Depositary Recordkeeping and Reporting for Meeting Requirements of U.S. Internal Revenue Code by Bailors of SPB Bank, PJSC when Receiving Income on Securities of U.S. Issuers” (hereinafter referred to as the “Procedure”), posted on the Depositary’s website in FATCA/CRS Section ([https://spbbank.ru/ru/about/in\\_nalog/](https://spbbank.ru/ru/about/in_nalog/)).

**2.16.** The Depositary may refuse to enter into this Agreement in accordance with its internal control regulations if it suspects that the purpose of entering into such Agreement is to carry out transactions for the purposes of money laundering or terrorism financing.

**2.17.** The Depositary may not justify the conclusion of the Agreement with the Bailor by the Bailor’s waiver of at least one of the rights provided for by the security.

**Chapter II. Depositary Activities**

**3. Object of Depositary Activities**

The object of the Depositary Activities is the following securities, recording the rights to which can be exercised in Securities Accounts:

- registered securities issued by Russian issuers (issued by Russian legal entities), as well as instruments of pledge the rights to which, in accordance with federal laws, can be recorded by depositaries in securities accounts;
- bearer securities with obligatory centralized custody;
- securities of foreign issuers, which are qualified as securities in accordance with

the legislation of the Russian Federation, and the rights to which, in accordance with the personal law of the person / entity obliged under these financial instruments, can be registered in the accounts opened with organizations, which keep records of rights to securities;

- other securities, if this does not contradict the requirements of federal laws and other regulatory acts of the Russian Federation.

**3.1.** In accordance with the Federal Law “On Securities Market,” the Depositary shall render services for recordkeeping and transfer of rights to immovable certificated securities and the custody of immovable certificated securities subject to rendering services for their recordkeeping and transfer of rights to them.

**3.2.** In accordance with Article 24 of Federal Law No. 514-ФЗ dated December 27, 2018 “On Introduction of Amendments to Federal Law ‘On Securities Market’ and Certain Legislative Acts of the Russian Federation regarding Improvement of Legal Regulation of Securities Issue” certificated bonds, including those with mandatory centralized custody, whose placement began prior to the effective date of the federal law mentioned in this clause, are considered certificated securities until their redemption. The provisions of Federal Law dated April 22, 1996 No. 39-ФЗ “On Securities Market” will apply to the relations related to custody, establishment and change of the scope of rights to such bonds, recordkeeping and transfer of rights, performance of obligations and redemption of such bonds, without taking the amendments introduced by the federal law mentioned in this clause into account.

#### ***4. Procedure for Interaction of the Depositary with Bailors and Third Parties***

When carrying out depositary activities, the Depositary may use the services of third parties rendering depositary services, including becoming a bailor of such third parties under agreements entered into with them, including with respect to Bailor’s securities.

The Depositary may not dispose of the Bailor’s securities or exercise any rights to the Bailor’s securities except under a written order of the said Bailor or a person authorized by it, including the Securities Account (Sub-Account) Trustee / the Bailor’s Authorized Representative — the Securities Account (Sub-Account) Operator / the Securities Account Holder, given as provided in these Terms and Conditions.

The Depositary shall ensure separate custody of securities and recordkeeping of the rights to securities of each Bailor from other Bailors’ securities, in particular by opening a separate Securities Account and/or Sub-Account for each Bailor.

When interacting with the Depositary, the Securities Account Trustee shall act in accordance with the terms of such Securities Account Trustee Agreement.

The Bailor undertakes to provide the Depositary, not later than within three (3) business days, with the necessary documents and information about the Bailor’s data amendments.

The Depositary shall be responsible for non-performance or improper performance of its obligations on recordkeeping rights to securities, including ensuring completeness and correctness of entries on securities accounts, and for safety of immovable certificated securities in its custody.

#### **4.1. Depositary Agreement**

The Depositary Agreement and provisions of these Terms and Conditions shall be the basis for the rights and obligations of the Bailor and the Depositary in providing Depositary Services to the Bailor.

The subject of the Depositary Agreement is rendering services on recordkeeping and transfer of rights to non-certificated securities and immovable certificated securities, as well as on custody of immovable certificated securities subject to rendering services on recordkeeping and transfer of rights to such securities.

The Depositary and the Bailor can at any moment unilaterally terminate the Depositary Agreement by sending a notice to the other Party at least thirty (30) calendar days prior to the termination date.

Unilateral termination of the Depositary Agreement shall be effected by sending a notice on intention to terminate the Depositary Agreement. Such notice can be sent in the form of an original written document or an Electronic Document signed with Electronic Signature, with the originals to be provided within a period not exceeding five (5) business days.

The Bailor agrees to provide the Depositary or the Trustee of the Securities Account, not later than ten (10) business days prior to the date of the Depositary Agreement termination, with an Order to Deregister Securities and Stop their Custody or an Order to Transfer Securities for making entries by the Depositary in respect of such securities in the Bailor's Securities Account, as well as to pay for the Depositary's services, to reimburse the amount of expenses incurred and/or to be incurred by the Depositary in connection with execution of the Depositary Order(s).

The Bailor and the Trustee of the Securities Account will, by the date of the Depositary Agreement termination, perform all the obligations provided for by these Terms and Conditions, including obligations on delivery of documents provided for by these Terms and Conditions, on payment of the Depositary's fees and expenses, including if such obligations are not performed or are not properly performed by the Trustee of the Securities Account, and other obligations provided for by these Terms and Conditions.

From the date of receiving a notice from Bailor on the Depositary Agreement termination, the Depositary will not accept orders from the Bailor, except for Orders to Deregister Securities and Stop their Custody or Orders to Transfer Securities.

The Depositary Agreement validity period — the Agreement shall be valid for a period of one year from the date of its conclusion. The Agreement shall be considered prolonged for each subsequent calendar year unless either Party, thirty (30) calendar days prior to the date of the specified validity period expiration, submits a written statement on its intention to terminate the Agreement to the other Party.

In case of zero balances in the Securities Account(s) and no transactions in the Securities Account(s) for more than three (3) calendar months, the Depositary may unilaterally terminate the Depositary Agreement and close the Securities Account(s). The Statement on Account Transactions in accordance with Appendix No. 21 to these Terms and Conditions shall be sent to the Bailor.

The Depositary's responsibilities include: registration of encumbrances on the Bailor's securities; maintenance of a separate securities account for the Bailor, indicating the date and grounds of each transaction in the account; transfer of all the information on securities received by the Depositary from the issuer or the securities holders register keeper to the Bailor, as well as other obligations provided for in these Terms and Conditions.

The Depositary's services shall be paid for in the amount set forth in the Depositary's Tariffs set forth in the Terms and Conditions, while the procedure for the services fees payment is set forth in Section 38 of the Terms and Conditions. The procedure for the Bailor to provide the Depositary with information regarding the disposition of the Bailor's securities deposited with the Depositary is set forth in Section 11.4 hereof and other provisions of the Terms and Conditions. The form and frequency of the Depositary's reports to the Bailor are set forth in Section 9.4, 11.13–11.17 hereof, as well as other provisions of the Terms and Conditions. By entering into the Depositary Agreement, the Bailor also agrees to be bound by all of the provisions of the Terms and Conditions, including

provisions of the Terms and Conditions regarding an appointment of the Securities Account Trustee and the Bailor's Authorized Representatives, as well as the manner of such person's powers determination and substance.

#### **4.2. Inter-Depository Relationships**

For the purpose of the securities recordkeeping by the Nominee, the Inter-Depository Relationship Agreement shall be concluded between the Depository and the Depository-Bailor. The Inter-Depository Relationship Agreement shall be concluded in accordance with the procedure set forth in clause 2.7 of these Terms and Conditions.

The subject of the Inter-Depository Relationship Agreement is rendering services on recordkeeping and transfer of rights to non-certificated securities and immovable certificated securities, as well as on custody of immovable certificated securities subject to rendering services on recordkeeping and transfer of rights to such securities.

The Depository shall keep records of the rights of the Depository-Bailor's Bailors to the securities in the aggregate, without breakdown across the Bailors.

The Depository-Bailor undertakes:

- to provide the Depository, not later than within three (3) business days, with the necessary documents and information about the Depository-Bailor's data amendments.
- to send orders regarding the Nominee Holder's Securities Account only having a corresponding order of his/her/its Bailor or any other document which can be the grounds for a Depository Transaction;
- not to use the Nominee Holder's Securities Account other than to ensure recordkeeping and transfer of rights to securities, as well as holding certificated securities of its Bailors, with which it has appropriate contractual relations;
- to perform acts necessary to re-register the securities with a registrar or other depository in the name of the Depository, as a nominee, upon their transfer to the Depository for custody and recordkeeping in accordance with these Terms and Conditions;
- in cases and in the manner prescribed by the laws of the Russian Federation and these Terms and Conditions, to provide, upon the Depository's request, justified by a relevant request of the issuer (of a person obliged under the securities) as well as the registrar or the Custody Location Depository, that have submitted requests to the Depository based on a request of the issuer (of a person obliged under the securities), information about holders and securities held by them. The Depository, however, is not responsible for accuracy and reliability of the information received from the Depository-Bailor, nor for the accuracy and reliability of the information received from the issuer (a person obliged under the securities), the Custody Location Depository or the registrar, that have submitted requests on the basis of a request of the issuer (a person obliged under the securities), but is responsible for accuracy of its transmission to third parties. The Depository-Bailor shall not receive remuneration from the Depository for compiling the list required for the exercise by the Depository-Bailor of its rights certified by the securities;
- to carry out other activities in accordance with the Terms and Conditions.

The Depository may request information on the securities holders from the Depository-Bailor. The Depository-Bailor shall provide the Depository with complete information about the securities holders (Bailors) who have transferred securities to the Depository-Bailor for custody and/or

recordkeeping and a number of securities held by them not later than on the date specified in the request.

The Depositary, in order to properly exercise the rights to the securities transferred by the Depositary-Bailor to the Depositary, shall ensure that information and documents from issuers or Registrars are transferred to the Depositary-Bailor as provided in these Terms and Conditions.

The Depositary-Bailor undertakes, in conjunction with the Depositary, to conduct a daily reconciliation of the Bailors' securities by comparing its own records with the records provided to it by the Depositary. The Depositary-Bailor shall receive the statement on the securities account from the Depositary in accordance with these Terms and Conditions for the purpose of reconciliation.

The reconciliation shall be based on the information contained in the following documents:

- according to the latest Statement on the Nominee Holder's Securities Account provided by the Depositary as of the end of the business day, herewith, the Depositary-Bailor shall request the statement on the securities account from the Depositary, if necessary;

- the Statement on the Securities Account Transactions containing information on a number of securities provided by the Depositary in accordance with Section 11.15 of the Terms and Conditions.

For the purpose of reconciliation for the last business day of a month, not later than on the second business day of the following month, the Depositary shall send the statement on the Depositary-Bailor's Securities Account to the Depositary-Bailor as of the first day of the month following the reporting month.

Upon receiving the Statement on the Securities Account, the Depositary-Bailor shall reconcile the data set forth in the Statement on the Securities Account with its own records. In case of any discrepancy between the Depositary's records and those of the Depositary-Bailor, the Depositary-Bailor shall notify the Depositary on such a discrepancy not later than within one (1) business day after receiving the Statement on the Depositary's Securities Account. Upon receipt by the Depositary of a written notice on any discrepancies in recordkeeping, the Depositary shall send the statement on transactions in the Depositary-Bailor's Nominee Holder's Securities Account to the Depositary-Bailor, not later than within one (1) business day after receipt of the notice, for the period from the date of the latest reconciliation to the date of the Statement on Securities Account, regarding which such notice is received. If no notice on discrepancies is received from the Depositary-Bailor within the time period specified above, the reconciliation shall be considered to have been duly agreed upon and properly performed by the Parties.

The Depositary-Bailor shall provide the Depositary with the information in its possession concerning the Orders submitted to the Depositary with regards to its Nominee Holder's Securities Account. The Parties shall be entitled to provide each other with any original documents evidencing the transfer of orders and other instructions with regards to the accounts, as well as corresponding transactions execution.

Upon elimination of the discrepancy discovered, the Parties shall execute a certificate on the discrepancy causes and its elimination.

The Depositary undertakes to ensure the transfer of information / documents necessary for securities holders to exercise their rights to their securities, including on corporate events, received from the issuer (a person obliged under the securities) or the Registrar, or the Custody Location Depositary, or a foreign organization which keeps records and transfers rights to securities and/or keeps records, transfers rights and provides custody of immovable certificated securities of the Depositary's Bailors to the Depositary-Bailor and from the Depositary-Bailor, whose Bailors are holders of the securities according to the Registrar or the Custody Location Depositary, or a foreign organization that keeps records and transfers rights to securities and/or keeps records, transfers rights and provides custody of immovable certificated securities of the Depositary's Bailors or the issuer (a person obliged under the securities). The information stipulated by the Federal Law

“On Securities Market” shall be provided to the registrar or a person providing mandatory centralized custody of securities and centralized recordkeeping of rights to securities not later than on the date established by the federal laws or regulatory acts of the Bank of Russia, by which all the ballots, claims and other documents evidencing the will of persons exercising their rights to the securities shall be received.

The Depository and the Depository Bailor shall have the right to terminate the Inter-Depository Relationship Agreement unilaterally at any time by notifying the other party at least thirty (30) calendar days before the date of termination of the Inter-Depository Relationship Agreement.

Unilateral termination of the Inter-Depository Relationship Agreement shall be effected by providing a notice on intention to terminate the Inter-Depository Relationship Agreement. Such a notice can be given in the form of an original written document or in the form of an Electronic Document signed with an Electronic Signature.

Upon revocation of the Bailor-Depository’s license of a professional securities market participant for depository activities, the Bailor-Depository shall ensure the transfer of all the securities recorded on the Bailor’s Depository Nominee Securities Account to its Bailors’ accounts within the period established by a resolution of the Bank of Russia, in accordance with Bank of Russia Instruction No. 5220-Y and these Terms and Conditions. Obligations under the Depository Agreements shall be terminated in compliance with the requirements established by regulatory acts of the Bank of Russia.

The Inter-Depository Relationship Agreement validity period — the Agreement shall be valid for a period of one year from the date of its conclusion. The Agreement shall be considered prolonged for each subsequent calendar year unless either Party, thirty (30) calendar days prior to the date of the specified validity period expiration, submits a written statement on its intention to terminate the Agreement to the other Party. In case of zero balances in the Securities Account(s) and no transactions in the Securities Account(s) for more than three (3) calendar months, the Depository may unilaterally terminate the Inter-Depository Relationship Agreement and close the Securities Account(s). The Account Transaction Statement shall be sent to the Bailor in accordance with Appendix No. 21 to these Terms and Conditions.

The Depository’s responsibilities include: registration of encumbrances on the Bailor’s securities; maintenance of a separate securities account for the Bailor, indicating the date and grounds of each transaction in the account; transfer of all the information on securities received by the Depository from the issuer or the securities holders register keeper to the Bailor, as well as other obligations provided for in these Terms and Conditions.

The Depository’s services shall be paid for in the amount set forth in the Depository’s Tariffs set forth in the Terms and Conditions, while the procedure for the services fees payment is set forth in Section 38 of the Terms and Conditions. The procedure for the Bailor to provide the Depository with information regarding the disposition of the Bailor’s securities deposited with the Depository is set forth in Section 11.4 hereof and other provisions of the Terms and Conditions. The form and frequency of the Depository’s reports to the Bailor are set forth in Section 9.4, 11.13–11.17 hereof, as well as other provisions of the Terms and Conditions. By entering into the Inter-Depository Relationship Agreement, the Bailor also agrees to be bound by all of the provisions of the Terms and Conditions, including provisions of the Terms and Conditions regarding an appointment of the Bailor’s Authorized Representatives, as well as the manner of such person’s powers determination and substance.

#### **4.3. Relationship with Trustees**

For the securities recordkeeping by the Trustee, a Trustee’s Securities Account Agreement shall be concluded between the Depository and the Trustee. The Trustee’s Securities Account Agreement shall be concluded in the manner set forth in clause 2.7 of these Terms and Conditions.



The subject of the Trustee's Securities Account Agreement is rendering services on recordkeeping and transfer of rights to non-certificated securities and immovable certificated securities, as well as on custody of immovable certificated securities subject to rendering services on recordkeeping and transfer of rights to such securities. The Trustee shall be obliged to have a license of a professional securities market participant for activities regarding securities management.

The Trustee shall use the Trustee's Securities Account only for recordkeeping and certification of rights to securities, as well as for custody of immovable securities transferred to it for trust management.

The Trustee, when filing an Order, shall specify that it is acting as a trustee. Such a notice is made by placing a T.M. mark after the Trustee's name.

The Trustee undertakes to provide the Depository, not later than within three (3) business days, with the necessary documents and information about the Trustee's data amendments.

The Depository and the Trustee can at any moment unilaterally terminate the Trustee's Depository Agreement by sending a notice to the other Party at least thirty (30) calendar days prior to the Trustee's Depository Agreement termination date.

Unilateral termination of the Trustee's Depository Agreement shall be effected by sending a notice on intention to terminate the Trustee's Depository Agreement. Such notice can be sent in the form of an original written document or an Electronic Document signed with Electronic Signature, with the originals to be provided within a period not exceeding five (5) business days.

Upon revocation of the Bailor-Trustee's license of a professional securities market participant for securities management activities, the Bailor-Trustee shall be obliged to ensure the transfer of the securities to their holders' accounts within the period specified by the decision of the Bank of Russia. If the Bailor-Trustee fails to ensure the transfer of the securities to the accounts of their holders within the established time limits, the Bailor-Trustee shall provide the Depository with information on its clients in order for the Depository to transfer this information to the Registrar or the depository which provides mandatory centralized custody of the securities, centralized recordkeeping of rights to the securities, except for cases, where a license for securities management activities is not required, if the trust management is related only to exercising by the trustee of the securities rights. If the Bailor-Trustee fails to provide information about its clients, the Depository can, in accordance with the regulatory acts of the Bank of Russia, and if there are securities in the securities account, carry out actions aimed at transfer of the liquidated Bailor-Trustee's securities to the Non-Identified Persons / Entities Account, opened respectively by the Registrar or the depository, which provides the mandatory centralized custody of the securities, centralized recordkeeping of rights to the securities with their simultaneous debiting from the relevant accounts of the Trustee.

The Trustee's Securities Account Agreement validity period — the Agreement shall be valid for a period of one year from the date of its conclusion. The Agreement shall be considered prolonged for each subsequent calendar year unless either Party, thirty (30) calendar days prior to the date of the specified validity period expiration, submits a written statement on its intention to terminate the Agreement to the other Party.

In case of zero balances in the Securities Account(s) and no transactions in the Securities Account(s) for more than three (3) calendar months, the Depository may unilaterally terminate the Trustee's Securities Account Agreement and close the Securities Account(s). The Account Transaction Statement shall be sent to the Bailor in accordance with Appendix No. 21 to these Terms and Conditions. The Depository's responsibilities include: registration of encumbrances on the Bailor's securities; maintenance of a separate securities account for the Bailor, indicating the date and grounds of each transaction in the account; transfer of all the information on securities received by the Depository from the issuer or the securities holders register keeper to the Bailor, as well as other obligations provided for in these Terms and Conditions.

The Depository's services shall be paid for in the amount set forth in the Depository's Tariffs set forth in the Terms and Conditions, while the procedure for the services fees payment is set forth in Section 38 of the Terms and Conditions. The procedure for the Bailor to provide the Depository with information regarding the disposition of the Bailor's securities deposited with the Depository is set forth in Section 11.4 hereof and other provisions of the Terms and Conditions. The form and frequency of the Depository's reports to the Bailor are set forth in Section 9.4, 11.13–11.17 hereof, as well as other provisions of the Terms and Conditions. By entering into the Trustee's Securities Account Agreement, the Bailor also agrees to be bound by all of the provisions of the Terms and Conditions, including provisions of the Terms and Conditions regarding an appointment of the Bailor's Authorized Representatives, as well as the manner of such person's powers determination and substance.

#### **4.4. Bailor's Authorized Persons**

The Bailor can delegate the powers on disposal of the securities and/or exercising the rights with respect to securities held and/or recorded in the Depository to the following persons:

- Securities Account Trustee;
- Bailor's Authorized Representative: Securities Account Operator, Securities Account Holder

##### **4.4.1 Securities Account Trustee**

The Bailor can delegate the powers on disposal of the securities and exercising the rights with respect to securities held and/or recorded in the Depository to the Securities Account Trustee. A professional securities market participant which has entered into a Trustee's Securities Account Agreement with the Depository can be the Securities Account Trustee.

Only one Trustee can be assigned for one Securities Account. There is no limit to a number of the Securities Accounts, which one Trustee can be assigned for.

The Securities Account Trustee may not certify any rights to the Bailor's securities.

The Depository shall not be liable to the Bailor for any losses incurred as a result of the actions of the Securities Account Trustee.

The Securities Account Trustee shall:

- transfer the Depository's reporting documents on depositary transactions executed in Bailor's Securities Account, and other documents issued by the Depository certifying Bailor's rights to securities to the Bailor;
- keep initial Orders of the Bailor which served as the basis for preparation of the Orders transferred by the Securities Account Trustee to the Depository;
- keep records on transactions effected in the Bailor's Securities Accounts, which the Trustee is the Securities Account Trustee for;
- provide the Depository with information from its own records for reconciliation purposes with respect to the Bailor's securities recorded in the Bailor's Securities Account;
- pay for the Depository's services rendered pursuant to the Depository Agreement, reimburse the Depository for expenses incurred or to be incurred by the Depository in connection with the services rendering pursuant to the Depository Agreement in the amount and in the manner set forth in these Terms and Conditions;

- forward information and documents received from the Depository which are necessary for the exercise by the securities holders of their rights under such securities, which have been received by the Depository from the issuer or the Registrar, to the Bailor;
- provide the Depository with information and documents received from the Bailor in order to assist the securities holders in exercising their rights certified by the securities;
- carry out other activities in accordance with the agreement between the Bailor and the Securities Account Trustee.

The procedure for appointment of the Securities Account Trustee is stipulated by clause 15.1 of these Terms and Conditions.

The grounds for the submission to the Depository by the Securities Account Trustee of the documents provided for in the Depository Activities Terms and Conditions shall be an order and/or an instruction received by the Securities Account Trustee from Bailor.

A condition for execution of the Depository Transactions in the Securities Accounts opened for the Bailor, other than a securities crediting transaction, on the basis of the Orders submitted by the Bailor itself, shall be confirmation by the Securities Account Trustee of a fact of absence of any obligations on transferring securities at the expense of the Bailor, which arose prior to such Order submission

#### **4.4.2. Securities Account (Sub-Account) Operator**

The Bailor can delegate some or all of the powers on disposal of the Securities Account (Securities Account Section) to the Securities Account Operator.

The Depository's Client can delegate some or all of the powers on exercising securities rights and other powers under the Depository's Client's Securities Sub-Account, subject to the limitations set forth in applicable law, to the Securities Sub-Account Operator

Only a legal entity can be a Securities Account (Account Section) Operator or a Securities Sub-Account Operator.

Even if the Securities Account (Account Section) Operator is assigned, the Bailor shall retain the right to give instructions to the Depository for the Depository Transactions execution.

The Bailor may assign several persons to act as his/her/its Securities Account (Account Section) Operator, including by dividing their powers across Securities Account Sections.

Not more than one Securities Account (Account Section) Operator can be assigned to one Securities Account Section.

The Bailor, who is also a client of SPB Bank, PJSC, performing another type of professional activities in the securities market, can appoint SPB Bank, PJSC as a Securities Account Operator or a Securities Account Section Operator in order to exercise the rights to the securities.

The Depository shall not be liable to the Bailor for the actions of the Securities Account (Account Section) Operator performed within the scope of its powers.

The Securities Account (Sub-Account / Account Section) Operator shall be authorized to operate the Securities Account (Sub-Account / Account Section) by an Order on Assignment of Securities Account (Sub-Account / Account Section) Operator in the form set forth in Appendix No.13 hereto, if the Securities Account (Sub-Account) Operator was not specified in the Application for Accession to these Terms and Conditions.

The procedure for the Securities Account (Sub-Account) Operator assignment is set forth in clause 15.3 of these Terms and Conditions.

The Securities Sub-Account Operator shall have sole authority to receive statements regarding the Securities Sub-Account. Orders for execution of transactions in all the Securities Sub-Accounts, which the Securities Sub-Account Operator is assigned for, shall be submitted by the Bailor-Clearing Organization.

#### **4.4.3. Securities Account Holder;**

Securities Account (Account Section) Holder is an individual (an authorized officer of the Bailor (legal entity), the Securities Account Operator or Securities Account Trustee), who is authorized to sign documents on behalf of the Bailor (legal entity), the Securities Account Operator and the Securities Account Trustee, which are the grounds for transactions in the Securities Account, as well as to transfer the said documents to the Depository and receive them back.

The powers of the Securities Account Holder shall be confirmed by a power of attorney issued by the Bailor. The recommended form of the power of attorney issued by the Bailor to the Securities Account Holder is set forth in Appendix No. 11 to these Terms and Conditions.

The procedure for appointment of the Securities Account Holder is stipulated by clause 15.5 of these Terms and Conditions.

#### **4.5. Relationship with Third Parties**

Conclusion of the Agreement shall constitute a corresponding order from the Bailor to the Depository on:

- engagement of appropriate depositaries to perform the duties on execution of depository transactions in relation to the Bailor's securities, if terms, conditions, procedures or established practice establish that depository services regarding securities that are the subject of contracts (transactions) concluded during on-exchange trading or off-exchange trading are being rendered by such depositaries;
- performance of the functions of a Nominee Holder in the register of deposited securities shareholders, and in order to perform this function, the Depository shall open a Nominee Holder Account in the register in accordance with the rules of a particular registrar, in cases that do not contradict the laws of the Russian Federation.

Herewith, no additional (direct) written consent or instruction from the Bailor to engage these depositaries / registry keepers is required to be given to the Depository.

#### **4.6. Relationship with Foreign Nominee Holders**

In order to keep records on the securities by a Foreign Nominee Holder, a Deposit Agreement with Foreign Nominee Holder shall be executed between the Depository and the Foreign Nominee Holder. The Deposit Agreement with Foreign Nominee Holder shall be entered into in accordance with the procedure set forth in clause 2.7 hereof, subject to compliance with Clause 8.4 of the Federal Law "On Securities Market" No. 39-Φ3.

The subject of the Deposit Agreement with Foreign Nominee Holder is rendering services on recordkeeping and transfer of rights to non-certificated securities and immovable certificated securities, as well as on custody of immovable certificated securities subject to rendering services on recordkeeping and transfer of rights to such securities.

The Depository shall keep records of the rights of the Foreign Nominee Holder's Bailors to the securities in the aggregate, without breakdown across the Bailors.

The Foreign Nominee Holder shall:

- provide the Depository, not later than within three (3) business days, with the necessary documents and information about the Foreign Nominee Holder's data amendments.
- send orders regarding the Foreign Nominee Holder's Securities Account only

having a corresponding order of his/her/its Bailor or any other document which can be the grounds for a Depositary Transaction;

- not use the Foreign Nominee Holder's Securities Account other than for the custody of its Bailors' securities, which it has a corresponding contractual relationship with;

- perform acts necessary to re-register the securities with a registrar or other depositary in the name of the Depositary, as a nominee, upon their transfer to the Depositary for custody and/or recordkeeping in accordance with these Terms and Conditions;

- in cases and in the manner prescribed by the laws of the Russian Federation and these Terms and Conditions, provide, upon the Depositary's request, justified by a relevant request of the issuer (of a person obliged under the securities) as well as the registrar or the Custody Location Depositary, that have submitted requests to the Depositary based on a request of the issuer (of a person obliged under the securities), information about holders and securities held by them. The Depositary, however, is not responsible for accuracy and reliability of the information received from the Foreign Nominee Holder, nor for the accuracy and reliability of the information received from the issuer (a person obliged under the securities), the Custody Location Depositary or the registrar, that have submitted requests to the Depositary on the basis of a request of the issuer (a person obliged under the securities), but is responsible for accuracy of its transmission to third parties. The Foreign Nominee Holder shall not receive remuneration from the Depositary for compiling the list required for the exercise by the Foreign Nominee Holder's Bailors of their rights certified by the securities.

- carry out other activities in accordance with the Terms and Conditions.

The Depositary may request information on the securities holders from the Foreign Nominee Holder. The Foreign Nominee Holder shall, within two (2) business days after receiving a request from the Depositary, provide the Depositary with complete information concerning the securities holders (Bailors) who have transferred securities for custody and/or recordkeeping to the Foreign Nominee Holder and a number of securities held by them.

The Foreign Nominee Holder shall return the securities unreasonably credited to the Foreign Nominee Holder's Securities Account to the Depositary not later than till the end of the business day following the day, when it received the Depositary's request for such return.

The Depositary, in order to properly exercise the rights to the securities transferred by the Foreign Nominee Holder to the Depositary, shall ensure that information and documents from issuers or Registrars are transferred to the Foreign Nominee Holder as provided in these Terms and Conditions.

The Foreign Nominee Holder undertakes, in conjunction with the Depositary, to conduct a daily reconciliation of the Bailors' securities by comparing its own records with the records provided to it by the Depositary. The Foreign Nominee Holder shall receive the statement on the account from the Depositary in accordance with these Terms and Conditions for the purpose of reconciliation.

The reconciliation shall be based on the information contained in the following documents:

- according to the latest Statement on the Nominee Holder's Securities Account provided by the Depositary as of the end of the business day, herewith, the Depositary-Bailor shall request the statement on the account from the Depositary, if necessary;

- the statement on transactions containing information on a number of securities provided by the Depositary in accordance with Section 11.15 of the Terms and Conditions.

For the purpose of reconciliation for the last business day of a month, not later than on the second business day of the following month, the Depository shall send the statement on the Foreign Nominee Holder's Securities Account to the Foreign Nominee Holder as of the first day of the month following the reporting month. Upon receiving the statement on the Securities Account, the Foreign Nominee Holder shall reconcile the data set forth in the Statement on the Securities Account with its own records. In case of any discrepancy between the Depository's records and those of the Foreign Nominee Holder, the Foreign Nominee Holder shall notify the Depository on such a discrepancy not later than within one (1) business day after receiving the Statement on the Depository's Securities Account. Upon receipt by the Depository of a written notice on any discrepancies in recordkeeping, the Depository shall send the statement on Securities Account transactions to the Foreign Nominee Holder, not later than within one (1) business day after receipt of the notice, for the period from the date of the latest reconciliation to the date of the Statement on Securities Account Transactions, regarding which such notice is received. If no notice on discrepancies is received from the Foreign Nominee Holder within the time period specified above, the reconciliation shall be considered to have been duly agreed upon and properly performed by the Parties.

The Foreign Nominee Holder shall provide the Depository with the information in its possession concerning the Orders submitted with regards to its Foreign Nominee Holder's Securities Account. The Parties shall be entitled to provide each other with any original documents evidencing the transfer of orders and other instructions with regards to the accounts, as well as corresponding transactions execution.

Upon elimination of the discrepancy discovered, the Parties shall execute a certificate on the discrepancy causes and its elimination.

The Foreign Nominee Holder shall return the securities unreasonably credited to its securities account not later than till the end of the business day following the day, when it received the Depository's request for such return.

The Depository shall make corrections to entries in the Securities Accounts of the Foreign Nominee Holder only after obtaining a consent of the person, whom such account is opened for or any other person upon whose order or request corrections may be made pursuant to federal laws or an agreement, except for errors in entries which may be corrected in cases provided for in Clause 3, Article 8.5 of the Federal Law "On Securities Market".

The Depository undertakes to ensure the transfer of information / documents necessary for exercising the rights to securities held by securities holders, including on corporate events, from the issuer or the Registrar to the Foreign Nominee Holder and from the Foreign Nominee Holder, bailors of which holders of securities are, to the issuer and the Registrar.

The Depository and the Foreign Nominee Holder can at any moment unilaterally terminate the Deposit Agreement by sending a notice to the other Party at least thirty (30) calendar days prior to the termination date.

Unilateral termination of the Deposit Agreement with Foreign Nominee Holder shall be effected by sending a notice of intention to terminate the Deposit Agreement. Such a notice can be given in the form of an original written document or in the form of an Electronic Document signed with an Electronic Signature.

The validity period of the Deposit Agreement with Foreign Nominee Holder — the Agreement shall be valid for a period of one year from the date of its conclusion. The Agreement shall be considered prolonged for each subsequent calendar year unless either Party, thirty (30) calendar days prior to the date of the specified validity period expiration, submits a written statement on its intention to terminate the Agreement to the other Party.

In case of zero balances in the Securities Account(s) and no transactions in the Securities Account(s) for more than three (3) calendar months, the Depository may unilaterally terminate

the Deposit Agreement with Foreign Nominee Holder and close the Securities Account(s). The Statement on Account Transactions in accordance with Appendix No. 21 to these Terms and Conditions shall be sent to the Bailor.

The Depository's responsibilities include: registration of encumbrances on the Bailor's securities; maintenance of a separate securities account for the Bailor, indicating the date and grounds of each transaction in the account; transfer of all the information on securities received by the Depository from the issuer or the securities holders register keeper to the Bailor, as well as other obligations provided for in these Terms and Conditions.

The Depository's services shall be paid for in the amount set forth in the Depository's Tariffs set forth in the Terms and Conditions, while the procedure for the services fees payment is set forth in Section 38 of the Terms and Conditions. The procedure for the Bailor to provide the Depository with information regarding the disposition of the Bailor's securities deposited with the Depository is set forth in Section 11.4 hereof and other provisions of the Terms and Conditions. The form and frequency of the Depository's reports to the Bailor are set forth in Section 9.4 hereof, as well as other provisions of the Terms and Conditions. By entering into the Deposit Agreement with Foreign Nominee Holder, the Bailor also agrees to be bound by all of the provisions of the Terms and Conditions, including provisions of the Terms and Conditions regarding an appointment of the Bailor's Authorized Representatives, as well as the manner of such person's powers determination and substance.

#### **4.7. Relationship with Foreign Authorized Holder**

In order to keep records on the securities by a Foreign Authorized Holder, a Deposit Agreement with Foreign Authorized Holder shall be executed between the Depository and the Foreign Authorized Holder. The Deposit Agreement with Foreign Authorized Holder shall be entered into in accordance with the procedure set forth in clause 2.7 hereof, subject to compliance with Clause 8.4 of the Federal Law "On Securities Market" No. 39-Φ3.

The subject of the Deposit Agreement with Foreign Authorized Holder is rendering services on recordkeeping and transfer of rights to non-certificated securities and immovable certificated securities, as well as on custody of immovable certificated securities subject to rendering services on recordkeeping and transfer of rights to such securities.

The Foreign Authorized Holder shall use the Foreign Authorized Holder's Securities Account only for recordkeeping and certification of securities rights, as well as for custody of immovable securities for the persons, whose interests it exercises the rights in.

Securities, the rights to which are recorded in the Foreign Authorized Holder's Securities Account, may not be enforced against the obligations of the persons, whom such accounts are opened for.

The Depository shall keep records of the rights of the Foreign Authorized Holder's Bailors to the securities in the aggregate, without breakdown across the Bailors.

The Foreign Authorized Holder shall:

- provide the Depository, not later than within three (3) business days, with the necessary documents and information about the Foreign Authorized Holder's data amendments.
- send orders regarding the Foreign Authorized Holder's Securities Account only having a corresponding order of his/her/its client or any other document which can be the grounds for a Depository Transaction;
- not use the Foreign Authorized Holder's Securities Account other than for the custody of its clients' securities, which it has a corresponding contractual relationship with;
- perform acts necessary to re-register the securities with a registrar or other

depository in the name of the Depository, as a nominee, upon their transfer to the Depository for custody and/or recordkeeping in accordance with these Terms and Conditions;

- in cases and in the manner prescribed by the laws of the Russian Federation and these Terms and Conditions, provide, upon the Depository's request, justified by a relevant request of the issuer (of a person obliged under the securities) as well as the registrar or the Custody Location Depository, that have submitted requests to the Depository based on a request of the issuer (of a person obliged under the securities), information about holders and securities held by them. The Depository, however, is not responsible for accuracy and reliability of the information received from the Foreign Nominee Holder, nor for the accuracy and reliability of the information received from the issuer (a person obliged under the securities), the Custody Location Depository or the registrar, that have submitted requests to the Depository on the basis of a request of the issuer (a person obliged under the securities), but is responsible for accuracy of its transmission to third parties. The Foreign Nominee Holder shall not receive remuneration from the Depository for compiling the list required for the exercise by the Foreign Authorized Holder's Bailors of their rights certified by the securities.

- carry out other activities in accordance with the Terms and Conditions.

The Depository may request information on the securities holders from the Foreign Authorized Holder. The Foreign Authorized Holder shall, within two (2) business days after receiving a request from the Depository, provide the Depository with complete information concerning the securities holders (Bailors) who have transferred securities for custody and/or recordkeeping to the Foreign Authorized Holder and a number of securities held by them.

The Foreign Authorized Holder shall return the securities unreasonably credited to the Foreign Authorized Holder's Securities Account to the Depository not later than till the end of the business day following the day, when it received the Depository's request for such return.

The Depository, in order to properly exercise the rights to the securities transferred by the Foreign Authorized Holder to the Depository, shall ensure that information and documents from issuers or Registrars are transferred to the Foreign Authorized Holder as provided in these Terms and Conditions.

The Depository undertakes to ensure the transfer of information / documents necessary for exercising the rights to securities held by securities holders, including on corporate events, from the issuer or the Registrar to the Foreign Authorized Holder and from the Foreign Authorized Holder, bailors of which holders of securities are, to the issuer and the Registrar.

The Depository and the Foreign Authorized Holder can at any moment unilaterally terminate the Deposit Agreement by sending a notice to the other Party at least thirty (30) calendar days prior to the termination date.

Unilateral termination of the Deposit Agreement with Foreign Authorized Holder shall be effected by sending a notice on intention to terminate the Deposit Agreement. Such a notice can be given in the form of an original written document or in the form of an Electronic Document signed with an Electronic Signature.

The validity period of the Deposit Agreement with Foreign Authorized Holder — the Agreement shall be valid for a period of one year from the date of its conclusion. The Agreement shall be considered prolonged for each subsequent calendar year unless either Party, thirty (30) calendar days prior to the date of the specified validity period expiration, submits a written statement on its intention to terminate the Agreement to the other Party.

In case of zero balances in the Securities Account(s) and no transactions in the Securities Account(s) for more than three (3) calendar months, the Depository may unilaterally terminate the Deposit Agreement with Foreign Authorized Holder and close the Securities Account(s).



The Statement on Account Transactions in accordance with Appendix No. 21 to these Terms and Conditions shall be sent to the Bailor.

The Depository's responsibilities include: registration of encumbrances on the Bailor's securities; maintenance of a separate securities account for the Bailor, indicating the date and grounds of each transaction in the account; transfer of all the information on securities received by the Depository from the issuer or the securities holders register keeper to the Bailor, as well as other obligations provided for in these Terms and Conditions.

The Depository's services shall be paid for in the amount set forth in the Depository's Tariffs set forth in the Terms and Conditions, while the procedure for the services fees payment is set forth in Section 38 of the Terms and Conditions. The procedure for the Bailor to provide the Depository with information regarding the disposition of the Bailor's securities deposited with the Depository is set forth in Section 11.4 hereof and other provisions of the Terms and Conditions. The form and frequency of the Depository's reports to the Bailor are set forth in Section 9.4 hereof, as well as other provisions of the Terms and Conditions. By entering into the Deposit Agreement with Foreign Authorized Holder, the Bailor also agrees to be bound by all of the provisions of the Terms and Conditions, including provisions of the Terms and Conditions regarding an appointment of the Bailor's Authorized Representatives, as well as the manner of such person's powers determination and substance.

#### **4.8. Securities Sub-Account Servicing Agreement**

The subject of the Securities Sub-Account Servicing Agreement is the relationship between the Depository and the Depository's Client in the process of opening and servicing Securities Sub-Accounts in the clearing Securities Account by the Depository.

Opening a Securities Sub-Account to a Clearing Securities Account is performed on the basis of Federal Law No. 7-Φ3 dated February 7, 2011 "On Clearing, Clearing Activities and Central Counterparty" without conclusion of a Depository agreement with a consent of the clearing organization. The Securities Sub-Account Servicing Agreement is not a Depository Agreement.

The rights and obligations of the Depository's Client and the Depository during the Depository's servicing a Securities Sub-Account are based on the Securities Sub-Account Servicing Agreement and provisions of these Terms and Conditions.

The Depository's obligations include: servicing a Clearing Securities Sub-Account separate from other sub-accounts; issuing Securities Sub-Account statements and statements on transactions in Securities Sub-Account; providing the Depository's Client with all information on securities received by the Depository from the issuer or the securities registrar; and other obligations provided for in these Terms and Conditions.

The Securities Sub-Account shall be closed on the basis of an order from a clearing organization.

#### ***5. Services Rendered by Depository***

**5.1.** For the purpose of proper exercise by the securities holders of their rights to their securities, the Depository shall provide the following types of services to facilitate the exercise by the securities holders of their rights to securities:

- provides recordkeeping and certification of rights to securities, as well as recordkeeping and certification of transfers of such rights to securities;
- takes all the actions required to exercise the rights of a security holder;
- takes all the actions required by the law of the Russian Federation to protect the interests of the Bailors, when the issuer is taking corporate actions;

- when the issuer compiles lists of securities holders, provides the Registrar with all the information about the Bailors and Bailors' securities necessary to exercise the rights of the securities holders, including, but not limited to, receiving income on securities, participation in general meetings of shareholders, and other rights;
- ensures proper custody of immovable certificated securities and depositary recordkeeping documents, the custody of which is necessary for the holders to exercise their rights under their securities;
- provides the Bailor with Statements on Securities Account and reports in the form of a statement on transactions in the Bailor's Securities Account / Sub-Account, which are in custody and/or rights to which are recorded in the Depositary;
- assists in conducting "delivery versus payment" (DVP) settlements for the Bailors who have entered into an agreement for financial market services within the framework of the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC;
- renders other services not prohibited by the legislation of the Russian Federation related to Securities Accounts / Securities Sub-Accounts servicing;
- assists in the exercising rights to securities and in receiving / transferring information from/to the securities holders in the manner and to the extent provided for by applicable law

## **5.2. Preparing Lists of Securities Holders**

Upon receipt by the Depositary of a corresponding request from the Bank of Russia or an issuer (a person obliged under the securities), a Registrar or a Custody Location Depositary, where the Depositary has a personal account (a Securities Account) of securities nominee holder, within the period specified in the request, shall provide such a person with a list prepared as of a certain date containing information:

- on the Depositary's Bailors, the Depositary's Clients to be included in the list of persons exercising rights to securities, including the trust founders, submitted by the Trustee in cases provided for by the laws of the Russian Federation;
- on persons to be included in the list of persons exercising securities rights, received by the Depositary from its Bailors and Clients;
- on a number of securities owned by the persons included in the list;
- on information about nominee holders, about foreign nominee holders who have not provided information required to be included in the list, as well as on the securities registered by nominee holders in the Non-Identified Persons / Entities Account;
- other information in accordance with the requirements established by federal laws and regulatory acts of the Bank of Russia.

In the event that the list prepared by the Depositary contains information about the Depositary-Bailor, the Depositary's Client being the Nominee Holder, the Foreign Nominee Holder, or the Foreign Authorized Holder, the Depositary may request from the Depositary-Bailor,

the Depository's Client being the Nominee Holder, the Foreign Nominee Holder, or the Foreign Authorized Holder the information provided for in this clause, and provide it to the person, who opened a personal account / nominee holder's Securities Account for the Depository.

The Depository shall receive information from the Depository-Bailor, the Depository's Client, which is a nominee holder, by sending a reasoned request to the address and in the manner set forth in the Bailor's (the Depository's Client's) Questionnaire.

The Depository-Bailor, the Depository's Client, being the Nominee Holder, shall provide the Depository with the information provided for in this clause within the time limits and in the format specified in the request.

In the event that the Depository does not receive such information in due time, the Depository shall add the information on the Depository-Bailor, the Depository's Client being the Nominee Holder, to the list of holders, stating that the Depository-Bailor / the Depository's Client is a nominee holder of the securities specified in the list.

The Depository shall not be liable for the completeness or accuracy of information provided by the Depository-Bailor, the Depository's Client or the Foreign Nominee Holder on the securities holders registered in the Depository-Bailor's Nominee Holder's Securities Accounts, in the Nominee Holder's Securities Sub-Accounts, or in the Foreign Nominee Holder's Securities Accounts, as well as for any failure of the Depository-Bailor, the Depository's Client being the Nominee Holder, or by the Foreign Nominee Holder to provide it to the Depository on time: all the liability in such case shall be borne by the Depository-Bailor, the Depository's Client being the Nominee Holder, or by the Foreign Nominee Holder, as the case may be. The Depository shall only be liable for the timely transfer to the Registrar / the Issuer of the information received in a timely manner from the Depository-Bailor, the Depository's Client being the Nominee Holder or the Foreign Nominee Holder.

Liability for the violation of rights of the shareholder that are Depository-Bailor's clients, clients of the Depository's Clients being the Nominee Holders, or Foreign Nominee Holders' clients as a result of provision by the Depository-Bailor, the Depository's Client being the Nominee Holder, or the Foreign Nominee Holder of incomplete or unreliable information on holders of the securities registered in the Depository-Bailor's Nominee Holder's Securities Accounts, the Depository's Client's Nominee Holder's Securities Sub-Accounts, or the Foreign Nominee Holders' Securities Accounts, as well as any failure to provide such information in a timely manner, and failure to provide such information to the Depository, shall be borne by the Depository-Bailor, the Depository's Client being the Nominee Holder, or the Foreign Nominee Holder.

### **5.3. Transfer of Information Received by Depository from Issuer or Registrar.**

The Depository shall ensure the transfer of information and documents necessary for the exercise by holders of securities of their rights to their securities from the Issuer (persons obligated under the securities), the Registrar, the Custody Location Depository, a foreign organization which keeps records and transfers rights to the securities of the Bailor, the Depository's Clients.

If the Depository receives any correspondence (letters, telegrams, bulletins, notices, invitations, etc.) related to the Bailor, the Depository's Client, the Depository shall, within three (3) business days after such correspondence receiving, send such documents or information (or cause them to be sent) to the Bailor, the Depository's Client.

The Depository shall provide the Bailor, the Depository's Client, with the documents and information received from the issuer (a person obliged under the securities), the Registrar, the Custody Location Depository, a foreign organization which records and transfers rights to the securities of the Depository's Bailors, as well as other information, an obligation to bring such documents and information to the attention of the Bailor / the Depository's Client is assigned to Depository, by sending such documents and information by the means of communication chosen by

the Bailor in the Application for Accession, and by the Depository's Client by the means of communication chosen in the Application for Opening Securities Sub-Account to Clearing Securities Account.

The Depository shall not be liable for the accuracy of the transferred information. The Depository shall be responsible to the Bailors / the Depository's Clients for the correctness of the information received in accordance with the Agreement.

The documents received in hard copy can be handed over to the Bailor / the Depository's Client (an authorized person) upon direct application to the Depository. The Depository can, at the expense of the Bailor / the Depository's Client, send the received documents to the Bailor / the Depository's Client using a postal or courier service selected by the Bailor / the Depository's Client.

**5.4.** The Depository, under separate agreements with the Bailor, can render to the Bailor / the Depository's Client the related services to the extent not inconsistent with the laws of the Russian Federation.

#### **5.5. Special Parameters of Corporate Actions in Securities Sub-Accounts.**

**5.5.1.** When compiling lists of the securities holders, the list shall include the Depository's Clients, whom the Holder's Securities Sub-Accounts or the Trustee's Securities Sub-Accounts are opened for in the same manner as the Bailors, whom the Holder's or the Trustee's Securities Accounts are opened for by the Depository, respectively, are included in the list. The Depository's Clients, whom the Nominee Holder's Securities Sub-Accounts are opened for, will disclose the list of the securities holders and make it available to the Depository in the same manner as is required for the Bailors in accordance with these Terms and Conditions

**5.5.2.** When carrying out mandatory Corporate Actions, the securities will be debited from or credited to the Securities Sub-Account in the same manner as provided for similar transactions in the Securities Accounts. The securities received as a result of a Corporate Action will be credited to the same Securities Sub-Account, which the basic securities were recorded in.

**5.5.3.** If the Depository's Client intends participating in a Corporate Action involving restrictions on the securities disposal and/or securities debiting from the Securities Sub-Account, the Depository's Client shall apply to the Clearing Organization pursuant to the procedure set forth in the Clearing Rules for the securities debiting from the Securities Sub-Account and their crediting to the holder's Securities Account / personal account opened for the Depository's Client by the Russian depository or a registrar.

**5.5.4.** If the Depository's Client intends to participate in a voluntary Corporate Event or a mandatory Corporate Event with a choice of participation option that does not involve restrictions on the securities disposal and/or the securities debiting from the Securities Sub-Account, the Depository's Client shall submit an Order on Participation in Corporate Event through the Clearing Organization.

### ***6. Procedures for Securities Issue Acceptance for Servicing and Its Servicing Termination by the Depository***

#### **6.1. Procedure for Equity Securities Issue Acceptance for Servicing by the Depository**

The purpose of the Procedure for Securities Issue Acceptance for Servicing is reflection by the Depository of the data allowing to unambiguously identify the securities issue in the Recordkeeping Registers.

The following persons can be the initiator of the Procedure for Securities Issue Acceptance for Servicing (hereinafter in this clause referred to as the “Initiator”):

- the Bailor, including the Clearing Organization, which the clearing account has been opened for;
- the Depositary;
- the Issuer of securities (a person obliged under the securities);
- the Registrar;
- another depositary, which has opened the Nominee Holder’s Securities Account for the Depositary.

A securities registration entry is an entry of information on a security (an issue of securities) into the Depositary’s recordkeeping registers which makes it possible to identify the security (an issue of securities).

The grounds for the securities issue acceptance for servicing and making entries on the securities in the Depositary’s Recordkeeping Registers is one (or more) of the following documents submitted to or received by the Depositary, which contain information sufficient to identify the securities issue and their issuer:

- a copy of the document confirming an issue and/or prospectus of securities registration (if registration is required), a copy of the Rules of Trust Management of Unit Investment Trust containing a note on such rules registration, or a copy of any other document required for registration of securities of such type;
- a copy of the Exchange’s decision on assignment of an identification (registration) number to an issue of exchange-traded bonds;
- a report (notice) on transaction in the personal account (the Securities Account) or a statement received from the person keeping records on the rights to securities in the Depositary’s Nominee Holder’s Securities Account;
- information on admission of a security of a foreign issuer to public offering and/or public circulation in the Russian Federation pursuant to requirements of the laws of the Russian Federation;
- information from a member organization of the Association of National Numbering Agencies on assignment of ISIN and CFI codes to securities of a foreign issuer, provided that the assigned CFI code has the meaning for the purposes of this security qualification under the laws of the Russian Federation;
- information on admission of a security of a foreign issuer to public offering and/or public circulation in the Russian Federation pursuant to requirements of the laws of the Russian Federation;
- other documents (information) required by the regulatory acts of the Bank of Russia and the Basic Standards

Information allowing the securities identification includes the following:

- a name of the security issuer (or a person obliged under the security);
- Taxpayer Identification Number (INN/TIN), Order of the Transaction Initiator or a registration number in the country of the security issuer registration / registration of a person obliged under the security;

- Primary State Registration Number (OGRN) and the date of making an entry on state registration of the security issuer (a person obliged under the securities) to the Unified State Register of Legal Entities;
- a state registration number of an issue (or an identification number of a securities issue), a number of the Rules of Trust Management of Unit Investment Trust, a number of the Mortgage Pool Trust Management Rules, or another number that uniquely identifies a security;
  - ISIN code of a security (if applicable);
  - CFI code of a security (if applicable);
  - a type of a security;
  - a category of a security;
  - a date of imposing (removing) restrictions on transactions with the securities issue;
- other information required by the regulatory acts of the Bank of Russia and the Basic Standards.

In the event of any changes in such information, a record of such changes shall be made in the Depository's Transactions Register.

The Depository shall also keep other information about a security, including:

- Tax Registration Reason Code (KPP) of a security issuer (a person obliged under the securities);
- a security issuer's country (a country of a person obliged under the securities) or a security issuer's country code (or a code of a country of a person obliged under the securities) in accordance with the All-Russia Classifier of Countries of the World (OKSM);
- a security par value (for a foreign security, if applicable);
- a maturity date (if applicable);
- a security par value currency (if applicable);
- a security currency code according to the All-Russia Currency Classifier (OKV) (if applicable);
- a security nominal value in units of the obligation currency (if applicable);
- an amount of mortgage coverage secured by a mortgage participation certificate (if applicable).

## **6.2. Acceptance for FFI Servicing.**

If a foreign financial instrument does not have ISIN and/or CFI codes, or if the CFI code does not meet the requirements of the regulatory acts of the Bank of Russia regarding qualification of a foreign financial instrument as a security, the Depository shall recognize this financial instrument as non-qualified as a security, which shall be noted on the issue questionnaire.

**6.3.** In accepting a securities issue for servicing, the Depository may use information contained in information resources used to disclose information on issuers and their securities issues, as well as information provided by other depositaries, foreign organizations, which have opened accounts for the Depository to record its clients' securities, international clearing organizations, international or Russian information agencies or financial institutions. If the organizations specified in the preceding sentence provide access to their official information resource on the Internet information and telecommunications network containing information on the securities issues, the Depository shall use the information on securities contained in such information resources as the basis for making entries on securities. Securities shall be automatically accepted by the Depository for servicing in the following cases:

- the securities are acquired during on-exchange trading conducted by market operators as a result of performance by SPB Bank, PJSC of its obligations under the Agreement on the Provision of Services on Financial Markets within the framework of the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC;

- securities are included in the list of serviced securities with the Central Securities Depository of the Russian Federation, and the Depository may determine the fair value of such securities at the moment of their acceptance for servicing in accordance with the internal regulations of SPB Bank, PJSC governing the procedure for determining financial instruments fair value.

Securities are accepted for servicing based on the decision of SPB Bank, PJSC.

Upon acceptance of the securities for servicing, the Depository shall enter data on the securities issue in the issue questionnaire and in the list of the securities issues serviced by the Depository into the recordkeeping registers.

A securities issue shall not be accepted for servicing by the Depository in the following cases:

- a securities issue has not undergone state registration (except for cases when, in accordance with the decisions of the Bank of Russia and other authorized bodies, the securities are issued without the prospectus registration in the Russian Federation, as well as the cases when in accordance with the legislation of the Russian Federation the state registration of the securities prospectus is not required);
- a period of the securities circulation has expired or a notice of a registering authority to suspend the securities issue placement and transactions with them has been received;
- acceptance of securities for custody servicing is prohibited by the terms of the securities issue circulation;
- it is not possible to unambiguously determine the fair value of a security in accordance with the Bank's internal regulations governing the procedure for determining financial instruments fair value.

#### **6.4. Procedure for Termination of Depository's Servicing of Equity Securities Issue.**

Termination of a securities issue servicing by the Depository shall be effected in the following cases:

- redemption of the securities of the issue;
- a decision by a registering body to recognize a securities issue as failed or to cancel a securities issue;
- entry into force of a court decision on a securities issue invalidity;
- liquidation of the issuer of securities;
- termination of services by the Depository's decision.

The Depository may not terminate a securities issue servicing, if securities of such issue are registered in the Bailor's Securities Account.

Termination of securities servicing shall be based on a decision of SPB Bank, PJSC.

Based on a decision on a securities issue servicing termination, the Depositary shall make a record on the date of the securities issue servicing termination in the securities issue questionnaire and remove that securities issue from the list of securities issues serviced by the Depositary.

A period for keeping the questionnaires of securities issues withdrawn from servicing shall be determined by internal documents of the Depositary.

**7. *Securities Accounts and Other Accounts. General provisions***

**7.1.** The Depositary shall keep records and transfer rights in securities in accordance with the requirements established by the legislation of the Russian Federation, including regulatory acts of the Bank of Russia, and the Basic Standard for Execution by Depositary Transactions in Financial Market (hereinafter referred to as the “Basic Standard”), these Terms and Conditions and the Agreement. In case of a conflict between provisions of these Terms and Conditions, and/or provisions of the Agreement and the legislation of the Russian Federation and/or the Basic Standard, the provisions of the legislation of the Russian Federation and the Basic Standard shall prevail.

**7.2.** The Depositary shall ensure that the rights and securities of each Bailor are segregated from those of other Depositary’s Bailors / the Depositary’s Clients by opening a separate Securities Account for each Bailor, except as required by the laws of the Russian Federation. The Depositary shall keep separate records of the rights and securities of each Depositary’s Client from the securities of other Bailors and the Depositary’s Clients by opening a separate Securities Sub-Account for each Depositary’s Client, except as otherwise permitted by the laws of the Russian Federation.

**7.3.** The Depositary shall ensure the continuity of the keeping records on rights to securities. In accordance with the laws of the Russian Federation, information concerning the Depositary’s Bailors’ rights in respect of securities recorded in the Securities Accounts shall, upon the termination of the Depositary’s Activities, be transferred to the Registrar or another Depositary, except for information concerning certificated securities not subject to mandatory centralized custody, which shall be transferred by the Depositary to the Bailor or another Depositary specified by the Bailor.

**7.4.** Securities Accounts, Securities Sub-Accounts and other accounts may be opened by the Depositary, if the procedure for their opening and maintenance is specified in these Terms and Conditions, without the securities being simultaneously credited thereto.

**7.5.** The Depositary shall open and maintain Securities Accounts, Securities Sub-Accounts and other accounts in accordance with the requirements of Federal Law No. 115-Φ3 “On Combating Legalization (Laundering) of Criminally Gained Income and Financing of Terrorism” dated August 7, 2001 and the regulatory acts of the Bank of Russia adopted in accordance with the said Law.

**7.6.** The Depositary shall maintain Securities Accounts, Securities Sub-Accounts and other accounts by making and keeping entries on such accounts with respect to securities and reconciling such entries with the information contained in the documents received by it.

**7.7.** An individual alphanumeric code within the Depositary shall be assigned to each Securities Account, Securities Sub-Account and other account at the moment of its opening. The rules for coding shall be set forth in internal documents of the Depositary.

**7.8.** The Depositary shall open the following accounts:



- passive accounts;
- active accounts.

**7.9.**The Depository shall open the following Passive Securities Accounts:

- A) under the Depository Agreement:  
Holder's Securities Account;  
Holder's Trading Securities Account;
- B) under the Inter-Depository Relationship Agreement:  
Nominee Holder's Securities Account;  
Nominee Holder's Trading Securities Account;
- C) under the Trustee's Securities Account Agreement:  
Trustee's Securities Account;  
Trustee's Trading Securities Account;
- D) under the Deposit Agreement with Foreign Nominee Holder.  
Foreign Nominee Holder's Securities Account;  
Foreign Nominee Holder's Trading Securities Account;
- E) under the Deposit Agreement with Foreign Authorized Holder.  
Foreign Authorized Holder's Securities Account;  
Foreign Authorized Holder's Trading Securities Account;
- F) on other grounds:  
Non-Identified Persons / Entities Account;  
Deposit Securities Account;  
Treasury Securities Account / Trading Treasury Securities Account;
- G) under Clearing Securities Account Agreement  
Clearing Securities Account.  
Securities Sub-Account to Clearing Securities Account.

The following sub-accounts opened as part of the clearing Securities Account shall be included in the recordkeeping register of the clearing Securities Account for recordkeeping of rights to securities and shall be an integral part thereof:

- Holder's Securities Sub-Account;
- Nominee Holder's Securities Sub-Account;
- Trustee's Securities Sub-Account;
- Treasury Securities Sub-Account of Issuer (person obliged under the securities);
- Foreign Nominee Holder's Securities Sub-Account;
- Foreign Authorized Holder's Securities Sub-Account;

**7.10.** The Depository opens trading Securities Accounts only in accordance with Clause 2.3 of the Order of FFMS of Russia No. 12-12/ПЗ-Н dated March 15, 2012 "On Approval of Regulations on Specifics of Opening and Closing Trading and Clearing Securities Accounts, and Transactions in above Accounts".

**7.11.** The Depository shall open the following active accounts in the manner prescribed by internal regulations of the Depository:

(A) Bailors' Stock Account.

The Bailors' Stock Account shall be opened by the Depository upon opening the Depository Account to him/her/it. Acceptance by the Depository of the documents confirming the fact of opening the relevant Depository Account shall be the grounds for opening the Bailors' Stock Account.

The grounds for making entries upon opening the Bailors' Stock Accounts to keep records on securities held in the nominee holder's personal account in the registry is a reference certificate (statement) from the Registrar.

The grounds for making entries upon opening the Bailors' Stock Account to account for securities held in the nominee holder's Securities Account with the Custody Location Depository shall be the Inter-Depository Relationship Agreement and a reference certificate (statement) from the Custody Location Depository. The grounds for making entries upon opening the Bailors' Stock Account to keep records on securities held in the Depository's Account as a person acting for the benefit of others with a foreign organization shall be a document confirming that a person acting for the benefit of others has opened its account to ensure that rights to securities are recorded and registered with an organization which records rights to securities as a person acting for the benefit of others.

**B) Security Account for Bailors' Securities.**

The Security Account for Bailors' Securities shall be opened by the Depository upon opening the Nominee Holder's Trading Securities Account (the Foreign Nominee Holder's Trading Account) or the Nominee Holder's Securities Sub-Account (the Foreign Nominee Holder's Securities Sub-Account) for such Bailors. The grounds for opening the Security Account for Bailors' Securities is acceptance by the Depository of documents confirming the fact of opening the Nominee Holder's Trading Securities Account (the Foreign Nominee Holder's Trading Account), or the Nominee Holder's Securities Sub-Account (the Foreign Nominee Holder's Securities Sub-Account).

**C) Certificated Securities Account.**

The Certificated Securities Account shall be opened by the Depository upon its entering into an agreement on transfer of a certificated security to the Depository for its immobilization. Conclusion of such an agreement shall be the grounds for opening the Certificated Securities Account.

Bailor's Securities Account shall be opened to each Bailor with the Depository for the purpose of keeping records on rights to securities.

One Securities Account may be opened only for one Bailor, except for cases specified in the laws of the Russian Federation.

**7.12.** One or more accounts of the relevant type(s) specified above can be opened under one Agreement. It is mandatory to open one Securities Account of the relevant type under the Agreement, subject to meeting the terms and conditions for opening each such account set forth in these Terms and Conditions.

**7.13.** The procedure for opening the Securities Accounts is described in Article 12 of these Terms and Conditions.

**7.14.** The procedure for closing the Securities Accounts is described in Article 13 of these Terms and Conditions.

**7.15. Securities Account Structure:**

To organize the securities recordkeeping, Securities Account Sections shall be opened within a Securities Account, and Personal Accounts shall be opened within a Securities Account Section.

Several Personal Accounts may be combined by one Securities Account Section.

A Personal Account is a minimum indivisible structural unit of the Depository Recordkeeping.

The Depository Recordkeeping includes the following Account Sections, which combine entries on securities according to the following characteristics:

(A) By Active Account:

Main Section;

Blocked by the Bank of Russia;  
 Blocked for clearing in National Clearing Center (NCC). Collateral;  
 Blocked for clearing in MSE Clearing Center (MSE CC). Collateral;  
 Blocked for Corporate Activity (CA);  
 Blocked for clearing in National Settlement Depository. Collateral;  
 Blocked for clearing. FORTS;  
 Placed;  
 Redeemed;  
 Blocked in reissue for write-off.  
 B) by Passive Account:  
 Main Section;  
 Blocked for transfer within the Depository;  
 Blocked for write-off;  
 Securities blocked in pledge;  
 Trading Section;  
 Investment Portfolio;  
 Securities in closed custody;  
 Securities seized by a decision of a state authorized body;  
 Securities taken as a pledge (in the case of a pledge transaction);  
 Securities are blocked by the Bank of Russia;  
 Foreign securities as part of brokerage operations;  
 Trading Section (Clearing Organization, MSE CC);  
 Blocked for Corporate Activity (CA);  
 Financial instruments not qualified as securities;  
 Trading Section (Clearing Organization, National Clearing Center);  
 Blocked for settlements;  
 Trading Section (clearing organization, National Settlement Depository);  
 Blocked for FORTS clearing;  
 Securities within brokerage services;  
 Placed;  
 Redeemed.  
 For accounts intended for FFI recordkeeping:  
 C) By Active Account:  
 Financial instruments not qualified as securities;  
 D) by Passive Account:  
 Financial instruments not qualified as securities.  
 The Depository reserves the right to amend and supplement the list of the Account Sections.

**7.16.** The procedures for making entries by the Depository's departments when conducting Depository Transactions shall include the following basic process stages:

- receipt and registration of a document being the basis for the Depository Transaction in the Depository's recordkeeping system;
- reconciliation of the document with the data contained in the recordkeeping registers;
- tracking occurrence of other events resulting in execution of the Depository Transaction (if occurrence of such events is provided for in the Terms and Conditions);
- registration of a report on a transaction in the Depository's recordkeeping system;

- execution of the Depositary Transaction and its simultaneous recording in the recordkeeping system, or refusal to execute the Depositary Transaction on the grounds set out in the Terms and Conditions;
- transfer of documents to the archive for safekeeping.

**7.17.** The procedures for making entries may include additional stages as set forth in the Depositary's Internal Documents.

**7.18.** Securities Sub-Account of Clearing Securities Account is included into a Clearing Securities Account register and is an integral part of a Clearing Securities Account. The Securities Sub-Account transactions shall be executed within the Clearing Securities Account.

**7.19.** A number of securities registered in the Clearing Securities Account shall be the total number of securities registered in all Securities Sub-Accounts constituting such Clearing Securities Account.

**7.20.** Rights to the securities constituting an individual clearing collateral cannot be registered in the Securities Sub-Accounts, where the rights to the securities constituting the collective clearing collateral are registered.

## **8. *Methods of Securities Recordkeeping***

**8.1.** Depositary recordkeeping of securities is performed for the purpose of obtaining complete and accurate information on:

- securities as an object of depositary recordkeeping and the rights attested by the securities;
- securities against their holders;
- securities against their custody (recordkeeping) location;
- encumbrances and other restrictions on securities transactions;
- completed transactions with securities and transactions in progress.

The Depositary shall keep the following accounting registers:

- a recordkeeping register containing information on the Bailors, other persons (the Bailor's (other person's) questionnaire);
- a recordkeeping register containing information and records on securities, in respect of which it provides services for rights recordkeeping (the issue questionnaire);
- a recordkeeping register containing entries on a Securities Account (or another account), a Securities Sub-Account, or an account section, as well as entries on changes in information on the Bailor or securities in a chronological order (transactions register);
- other recordkeeping registers as defined in the internal documents of the Depositary / Internal Regulations.

The Depositary shall determine the list and composition of recordkeeping registers and their details in the Internal Regulations, considering the information required to be included in the Depositary's recordkeeping registers as set forth in the regulatory acts of the Bank of Russia.

If the Depositary divides a recordkeeping register into constituent parts (sub-registers), the Depositary shall ensure completeness of the information constituting the recordkeeping register, including as a result of consolidation of its constituent parts (sub-registers).

**8.2.** Records on the securities can be kept by the Depositary in the following ways:

- open method of recordkeeping;
- closed method of recordkeeping.

When using an open method of recordkeeping, the Bailor may give Orders only in respect of a number of securities registered in its Securities Account without specifying their individual attributes.

When using a closed method of recordkeeping, the Bailor shall be entitled to give Orders with respect to a particular security having individual attributes and registered in its Securities Account.

**8.3.** The Depository shall use closed method of recordkeeping for certificated securities, and open method — for non-certificated securities.

**8.4.** Securities shall be accounted for in accordance with the principle of double entry, pursuant to which:

- a credit entry in one passive account shall be accompanied by a debit entry in another passive account or a credit entry in an active account;
- a debit entry in one passive account shall be accompanied by a credit entry in another passive account or a debit entry in an active account;
- a credit entry in one active account shall be accompanied by a debit entry in another active account or a credit entry in a passive account;

a debit entry in one active account shall be accompanied by a credit entry in another active account or a debit entry in a passive account;

**8.5.** A number of securities recorded in active accounts shall be equal to a number of securities recorded in passive accounts. If the Depository is an issuer of Russian Depositary Receipts, a number thereof recorded in passive accounts shall correspond to a number of represented securities recorded in the Bailors' stock accounts based on a number of represented securities per Russian Depositary Receipt.

**8.6.** All the securities in the Securities Accounts and other accounts opened by the Depository shall be recorded in pieces.

Foreign financial instruments qualified as securities pursuant to the laws of the Russian Federation can be recorded in units, which are recorded in the account of a person acting for the benefit of others opened with the Depository.

**8.7.** No negative balance of securities recorded in the Securities Account, Securities Sub-Account or any other account shall be permitted.

**8.8.** If fractional securities arise in accordance with the laws of the Russian Federation, the Depository shall record fractional portions of the securities. Occurrence, increase or decrease in fractional portions of securities upon their debiting is permitted only in the Nominee Holders' Securities Accounts and in the Foreign Nominee Holders' Securities Accounts. When securities are credited to the Securities Account, their fractional portions shall be aggregated.

Fractional portions of a security without a whole number of securities may be debited from the Securities Account only in case of absence of a whole number of securities, except in cases where a fractional portion of a foreign financial instrument qualified as a security pursuant to Article 44 of the Federal Law "On Securities Market" is debited, as well as cases provided for in the laws of the Russian Federation, including cases where securities are redeemed against the will of their holders.

Fractional portions of securities shall be recorded by the Depository in decimal units with eight (8) decimal places. If a transaction in the Securities Account opened by the Depository results

in occurrence of a fractional portion of a security containing more than eight (8) decimal places, it will be subject to mathematical rounding down to eight (8) decimal places.

Records on fractional parts of investment units within a unit investment trust and mortgage participation certificates shall be kept by the depositaries in decimal units with a number of decimal places specified in the unit investment trust management rules (mortgage coverage trust management rules), but not less than with five (5) decimal places.

If securities are recorded in the Securities Sub-Accounts opened to the Securities Account, the rules for crediting and debiting fractional portions of securities provided for in this clause shall apply only to the Securities Sub-Accounts.

The Depository shall not credit fractional portions of the securities to the Securities Account / Securities Sub-Account pursuant to the Bailors' orders on crediting the securities, if the Bailor transfers the securities to the Securities Account / Securities Sub-Account from another depository / registrar.

**8.9.** The Depository shall register rights to the securities of Russian issuers (persons obligated under the securities) issued in the Russian Federation without the involvement of a foreign organization, which has opened an account for the Depository as for a person acting on behalf of others.

**8.10.** When the Depository records rights to securities held for qualified investors, the Depository may credit such securities to Securities Accounts of holders only if the latter are qualified investors, or are not qualified investors, but acquired such securities as a result of universal succession, conversion, including during re-organization, distribution of property of a liquidated legal entity, and in other cases established by the laws of the Russian Federation.

If the Bailor has entered into an agreement for provision of services on financial markets within the framework of the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC, the Depository shall accept information and documents on confirmation of the Bailor's recognition as a qualified investor only from SPB Bank, PJSC. In this case, the Bailor shall notify the Depository on the fact of his/her/its recognition as a qualified investor in a free form and shall be exempt from the obligation to submit supporting documents.

### **Chapter III. Depository Transactions**

#### ***9. Depository Transactions***

**9.1.** The transactions executed by the Depository are divided into the following classes:

- inventory;
- administrative;
- informational;
- complex;
- global.

#### **9.2. Inventory Transactions**

An inventory transaction shall mean the Depository Transaction, execution of which entails a change in the securities balances in the Personal Accounts with the Depository.

Inventory transactions include:

- acceptance of securities for custody and recordkeeping;

- withdrawal of securities from custody and recordkeeping;
- transfer of securities;
- relocation of securities.

### **9.3. Administrative Transactions**

An administrative transaction is the Depository Transaction, execution of which leads to a change in securities account forms and other recordkeeping registers of the Depository, except for securities balances in personal accounts.

Administrative transactions include:

- opening a Securities Account (Securities Account Section, personal account section);
- opening a Securities Sub-Account (Securities Sub-Account Section, personal account section);
- closing a Securities Account (Securities Account Section, personal account section);
- closing a Securities Sub-Account (Securities Sub-Account Section, personal account section);
- changing the Bailor's / the Depository's Client's details;
- assignment of the Securities Account Trustee;
- revocation of the Securities Account Trustee's powers;
- assignment of the Securities Account (Securities Account Section) Operator / Securities Sub-Account Operator;
- revocation of the Securities Account (Securities Account Section) Operator's / Securities Sub-Account Operator's powers;
- assignment of the Securities Account Holder;
- revocation of the Securities Account Holder's powers;
- cancellation of the Orders in the Securities Account;
- cancellation of the Orders in the Securities Sub-Account

### **9.4. Informational Transactions**

Informational transaction means a depository transaction related to preparation of reports and statements on the Securities Account, personal accounts and other Recordkeeping Registers of the Depository, and on depository transactions execution.

Information transactions shall include:

- forming a statement on the Securities Account or other Recordkeeping Registers of the Depository;

- forming a statement on transactions in the Securities Account for a certain period of time;
- forming a statement for all the Securities Sub-Accounts opened within one Clearing Securities Account for the date;
- forming a statement for a separate Securities Sub-Account for the date;
- forming a statement on transactions in all the Securities Sub-Accounts opened within one Clearing Securities Account for a period of time;
- forming a statement on transactions in the separate Securities Sub-Account for a period of time;

Statements shall be provided by the methods specified in clause 11.4. hereof.

#### **9.5. Complex Transactions**

Complex Transaction means the Depository Transaction comprising, as constituent elements, transactions of different types: inventory, administrative, and informational.

Complex transactions include:

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

#### **9.6. Global Transactions**

A global transaction shall be deemed a transaction resulting in a change in the records of all or substantially all of the Depository's Recordkeeping Registers related to a particular issue of securities.

Global transactions include:

- conversion of securities;
- cancellation (redemption) of securities;
- splitting or consolidation of securities;
- payment of income by securities;
- consolidation of additional issues of equity securities;
- cancellation of the individual number (code) of the additional issue of equity securities.
- other transactions reflecting changes in securities that are not related to the execution of the Bailor's Order

The Depository shall conduct global transactions with FFI.

The Depository shall conduct global transactions with FFI if such transactions do not require the Bailor's / Depository's Client's consent for their conduct on the basis of a notification / statement / report on the completed transaction on the account (Securities Account) held by the Depository as a nominee holder opened with the Third-Party Depository or receipt of relevant documents from the transaction initiator to the Depository. The global transaction initiator in



connection with the corporate action shall be a foreign issuer, the Third-Party Depositary on behalf of such foreign issuer

**9.7.** This list of depositary transactions is not exhaustive. The Depositary shall have the right to provide for the possibility of performing other Depositary Transactions in these Terms and Conditions.

**9.8.** If conducting global transactions with FFI requires the Bailor's or the Depositary's Client's consent, the Depositary shall send information to the Bailor or the Depositary's Client regarding the global transaction in the manner specified in the Bailor's Questionnaire and the Depositary's Client Questionnaire not later than 1 (one) business day following the day of receipt by the Depositary of this information.

**9.9.** The Depositary shall conduct currency transactions with securities in accordance with the requirements of Federal Law No. 173-ΦЗ "On Currency Regulation and Currency Control" dated December 10, 2003 (as amended) and acts of currency regulatory authorities.

## ***10. General Procedure for Conducting Depositary Transactions***

### **10.1. Operating Day.**

The Depositary's Operating Day means the period from 09:00 of the current business day to 11:59 of the nearest business day following the current business day, Moscow time.

After the expiration of the Operating Day, the Depositary shall not perform transactions for the corresponding calendar date that change the number of securities on the Securities Accounts, except for transactions that are allowed to be performed for the calendar date of the expired Operating Day in accordance with the legislation of the Russian Federation.

The Securities Account Statement or another Depositary's document issued to the Bailor and confirming its rights to securities on a certain calendar date may contain information on the number of securities held in such Securities Account only at the end of the Operating Day for the corresponding calendar date.

The statement provided for in this clause may contain information on the number of securities in the Securities Account at the beginning of the current Operating Day, if it indicates that it was issued for the purpose of sending a proposal to include items on the agenda, proposals to nominate candidates to the management bodies and other bodies of the company or a request to hold an extraordinary general meeting of shareholders.

The Depositary's statement containing information at the time before the end of the operating day shall be provided by the Depositary in order to inform Bailors / Depositary's Clients, marked with an indication that the statement is not a statement generated as of the end of the operating day and does not constitute a document certifying the rights to securities.

Information on the number of securities in the Bailor's Securities Account that does not confirm its rights to securities may be provided as of any time during the Operating Day.

The method of providing the Securities Account Statement / information on the number of securities in the Securities Account specified in clause 11.4 of these Terms and Conditions shall allow determining the date and time of providing the corresponding statement / information.

**10.2.** Depositary Transactions shall be carried out on the basis of Orders executed in accordance with these Terms and Conditions, and shall be completed by the formation and transfer, not later than on the business day following the day of execution of the Depositary Transaction, of an account statement to the Bailor and/or other persons specified in these Terms and Conditions.

**10.3.** The order for the execution of the Depository Transaction shall be submitted by the following persons (hereinafter referred to as the “Transaction Initiators”):

- Bailor;
- Securities Account Trustee;
- Securities Account Holder;
- Securities Account Operator.

**10.4.** Depository Transactions consist of the following stages:

- receiving the Order from the Transaction Initiator;
- checking the correctness of the Order execution;
- transfer of confirmation of the Order acceptance or refusal to accept the Order to the Transaction Initiator;
- reconciliation of the Order with the data contained in the Accounting Registers;
- execution of the Order or non-execution of the Order due to non-compliance of the data of Accounting Registers with the data specified in the Order, or non-execution of the Order on the basis of a refusal to perform a transaction from the Registrar or the Custody Location Depository;
- preparation and transfer to the Transaction Initiator of an account statement or a report on the refusal to perform the Depository Transaction;

**10.5.** The forms of documents to be filled in and received by the Bailors are contained in the Appendices to these Terms and Conditions.

**10.6.** The Securities Sub-Account transactions shall be executed within the Clearing Securities Account. The Securities Sub-Account and the technical Securities Sub-Account transactions are carried out on the basis of orders from the Clearing Organization in the manner provided for by these Terms and Conditions. Transactions on crediting and/or debiting securities on behalf of the person to whom the Securities Sub-Account is opened shall not be allowed. This requirement shall not apply to the Clearing Organization, which has the right to issue orders for transactions on all Securities Sub-Accounts.

## ***11. Orders***

**11.1.** The basis for the execution of the Depository Transaction shall be the Order drawn up in accordance with one of the forms specified in Appendices No. 12-19 and 41-44 to these Terms and Conditions, signed by the Depository Transaction Initiator and transferred to the Depository, as well as all documents necessary in accordance with these Terms and Conditions and the legislation of the Russian Federation confirming the legality of the implementation of the actions specified in the Order, including the official orders of the Depository.

The orders for performing transactions on all Securities Sub-Accounts shall be submitted by the Bailor — Clearing Organization, while the documents initiated by the Depository's Clients, including the Securities Sub-Account Operators, shall be submitted to the Depository through the Bailor — Clearing Organization.

**11.2.** Depending on the Transaction Initiator, there are following types of orders:

- client orders initiated by the Bailor, the Securities Account Operator and the Securities Account Trustee;
- official orders initiated by the Depository's officials;
- formal orders initiated by the authorized state bodies;
- global orders initiated, as a rule, by the issuer or the Registrar on its behalf.

In cases established by the legislation of the Russian Federation, the Depository shall perform duly executed written decisions or requests from notaries public and state bodies:

- courts (arbitration courts and courts of general jurisdiction);
- bodies of inquiry and preliminary investigation;
- bailiffs;
- other bodies and persons in accordance with the legislation of the Russian Federation.

**11.3.** The order for the execution of the Depository Transaction shall be drawn up in compliance with the requirements of these Terms and Conditions, in hard copy or in the form of an electronic document signed with an electronic signature.

**11.4.** The exchange of documents between the Transaction Initiator and the Depository submitted under these Terms and Conditions shall be carried out in the following ways:

- by exchanging original written documents, including sending these documents by mail not later than three (3) business days (by separate order of the Bailor);
- by exchanging electronic documents (scanned copies of orders followed by the provision of originals) signed with an electronic signature through the electronic document management system of D&B Systems, LLC followed by the provision of originals within a period not exceeding five (5) business days;
- by exchanging electronic documents in XML format signed with an electronic signature through the electronic document management system of the NP RTS Association.
- by uploading the Depository's statements to the SFTP server.
- by exchanging electronic documents via SWIFT channel (5xx SWIFT format) (*only for legal entities*).

The formats of electronic documents in XML and SWIFT formats are given in Appendices No. 35 and 39 to these Terms and Conditions.

Acceptance of documents in electronic form as Orders shall be carried out in the case and in accordance with the procedure provided for by the legislation of the Russian Federation or by agreement of the parties on electronic document management (hereinafter referred to as the “parties’ agreement”). The procedure for exchanging documents in the form of an electronic document is described in the parties’ agreement and these Terms and Conditions.

If the Client has joined the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC, and in the Application for Accession to the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC, indicated the possibility of uploading reports to the Bank’s SFTP server, and also chose the specified method of providing Depository reports and statements in the Bailor / Securities Account Trustee, Operator and Holder Questionnaire, the Depository shall provide such Bailor with the opportunity to download Depository reports and statements, as well as other documents from the Bank’s SFTP server at [edo.besteffortsbank.ru:4221](http://edo.besteffortsbank.ru:4221). The Bailor’s access to the SFTP server shall be carried out by providing the Bank with a password and login to the Bailor. The password and login to the SFTP server shall be transferred from the Bank to the Client according to the certificate of acceptance in the form specified in Appendix No. 13g to the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC. Documents transfer to the Client from the Bank using the SFTP server shall be carried out in accordance with the Rules for Electronic Document Exchange Using the SFTP Server specified in Appendix No. 10e to the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC.

The statements and reports of the Depository shall be considered to have been received by the Bailor (the Depository’s Client) at the time of uploading them into the electronic interaction system of the Client and the Depository (Personal Account of D&B Systems, LLC, EDMS of NP RTS, SFTP server) specified in the current Bailor Questionnaire or another current order of the Bailor (the Depository’s Client) in writing.

In addition to the methods specified in this clause, the Individual Bailor who has acceded to these Terms and Conditions in the manner specified in clause 2.11 of these Terms and Conditions may exchange electronic documents signed with an electronic signature with the Depository through the Personal Account.

If the Bailor transfers the right to the Bailor’s Authorized Representative to dispose of the Securities Account and/or the Account Section, the corresponding power of attorney, contract or another document confirming these powers shall be attached to the Order.

The Bailor / Depository’s Client shall submit to the Depository the information necessary to participate in corporate actions on securities of Russian issuers (disclosure of owners and other information requested by the Issuer or the Registrar) in xml format via the communication channels established by these Terms and Conditions (the field formats for compiling an xml file are given in Appendix No. 39 to the Terms and Conditions).

**11.5.** There shall be no corrections, erasures and strikethroughs in the Order. It shall not be allowed to make changes and additions to the Order.

**11.6.** Orders submitted to the Depository in hard copy shall be signed with the handwritten signature of the Bailor / authorized person of the Securities Account Trustee / Securities Account Operator and duly sealed (if seal is available).

**11.7.** When drawing up Orders in the form of the Electronic Document signed with the Electronic Signature, all mandatory fields of the Order shall be filled in by the Bailor in accordance with the procedure for execution of Orders.

**11.8.** The Order shall be valid for ten (10) calendar days from the date of its signing by the Bailor or the Bailor's authorized person.

**11.9.** The order for execution of the Depository Transaction shall be issued for each Securities Account separately.

The grounds for the Depository's refusal to accept the Order shall be as follows:

- the Order is submitted to the Depository in a manner not provided for by these Terms and Conditions, or executed in violation of the requirements of these Terms and Conditions (there are no details required for these Orders, the Securities Account numbers are incorrectly specified, etc.);
- the Depository has substantial and reasonable doubts about the authenticity of the signature or seal of the Transaction Initiator (if any);
- the Order is submitted to the Depository by a person who does not have the appropriate authority.

The grounds for the Depository's refusal to execute the Order shall be as follows:

- the date of Order submission to the Depository exceeds ten (10) calendar days from the date of the Order, unless another period is specified by the Bailor in the Order;
- the number of securities held in the Securities Account (Securities Sub-Account) (Securities Account Section) during the effective term of the Order is not sufficient to conduct the Depository Transaction specified in the Order;
- the securities in respect of which the Order is given are encumbered with obligations, and/or their disposal is limited during the effective term of the Order, and the execution of the Order may lead to a violation of such obligations (restrictions);
- the Order is submitted to the Depository in a manner not provided for by these Terms and Conditions, or executed in violation of the requirements of these Terms and Conditions (there are no details required for these Orders, the Securities Account numbers are incorrectly specified, etc.);
- the Depository has substantial and reasonable doubts about the authenticity of the signature or seal of the Transaction Initiator (if any);
- the information contained in the submitted documents does not correspond to the information contained in the Depository's accounting registers;
- if the Depository receives the Order to deposit securities intended for qualified investors to the owner's Securities Account, provided that the specified owner is not a qualified investor;
- the documents required for the execution of the Depository Transaction in accordance with these Terms and Conditions or the legislation of the Russian Federation have not been submitted, or such documents have not been properly executed;

- the documents required for recording information in accordance with the requirements of Federal Law No. 115-Φ3 “On Combating Legalization (Laundering) of Criminally Gained Income and Financing of Terrorism” dated 07.08.2001 have not been submitted, as well as if, as a result of the implementation of internal control rules, the Depository suspects that the transaction is being carried out for the purpose of legalization (laundering) of criminally gained income or the financing of terrorism.
- there is insufficient data in the Order or accompanying documents for the execution of the Order or the information contained therein is contradictory;
- the information contained in the submitted documents does not correspond to the information contained in the Accounting Registers;
- securities (issue of securities) are blocked;
- the Securities Account / Securities Account Section is blocked;
- there is no counter-order provided for by the procedure for execution of the Depository Transaction;
- the Order is given in respect of securities held in a closed method of storage and the individual characteristics of the securities specified in the Order do not correspond to the individual characteristics of the securities held in the Bailor’s Securities Account;
- the securities in respect of which the Order is given are under arrest;
- the Bailor violates the provisions of these Terms and Conditions;
- the Bailor has not provided all the necessary documents to open the Securities Account in accordance with these Terms and Conditions;
- the transaction being conducted contradicts the legislation of the Russian Federation or the conditions for the issue and circulation of securities that are the subject of the Order;
- the Order is submitted to the Depository by a person who does not have the appropriate authority;
- the Order transferred through the electronic document management systems cannot be unambiguously interpreted / understood, or the lines of the Order are incorrectly filled in.
- The Depository shall have the right to refuse to execute the Bailor’s orders to conduct transactions on the Securities Accounts in case the Bailor has a debt to pay for the Depository’s services.

**11.9.1.** The Depository shall also have the right to refuse to execute the Bailor’s Order in the following cases:

- if the Bailor, to whose Securities Account foreign securities are to be credited, for which a transaction tax may arise, has not provided a document confirming that when transaction taxes arise

for each transaction with foreign securities credited to the Bailor's Securities Account or accounted for on the Bailor's Securities Account, the Bailor or their clients, counterparties and/or brokers calculate, declare and pay transaction taxes, and the Depository will not have obligations to pay these taxes.

**11.10.** The Depository shall allow Bailors to execute Orders and other documents with insignificant deviations from the standard forms, including the inclusion of additional details therein, if this is necessary to perform the transaction in the best way. However, the details and fields provided in the forms cannot be arbitrarily changed or excluded from the Order Form.

The Depository shall allow the acceptance of Bailors' Orders, Applications and Questionnaires in the old form within 30 calendar days after the entry into force of the restated Appendices to the Terms and Conditions.

**11.11.** The Depository shall provide the Bailor with a reasoned refusal to perform the Depository Transaction not later than three (3) business days from the date of receipt of the Order or from the date of receipt of the refusal to execute such order from the Registrar in the form of Appendix No. 45 to these Terms and Conditions.

**11.12. Deadlines for the Execution of Depository Transactions.**

Depository Transactions shall be performed within the time limits established by the Agreement and the Terms and Conditions, unless other terms of transactions are established by the legislation of the Russian Federation, including the regulations of the Bank of Russia and the Basic Standards.

The deadlines for the execution of Depository Transactions shall be calculated only in business days of the Depository from the date of making a corresponding entry in the Accepted Orders Log.

The order to perform transactions on Securities Accounts shall be considered submitted on the current business day if it is received by the Depository before 16:30, Moscow time. The order to perform transactions on Securities Accounts submitted later than the specified period shall be considered to be submitted on the next business day.

Depository Transactions shall be executed within the time limits established by these Terms and Conditions.

<b>Item No.</b>	<b>Transaction description</b>	<b>Period of execution (in business days)</b>	<b>Date of the term commencement</b>
1.	Opening of a Securities Account, with the exception of the Securities Account specified in clause 2 of this table	within three (3) business days	From the date of receipt of the Application for Accession and all necessary documents
2.	Opening of a Securities Account in accordance with clause 2.11 of these Terms and Conditions	within one (1) business day	From the date the Bailor accedes to the Depository Agreement in the manner specified in clause 2.11 of these Terms and Conditions
3.	Closing of the Securities Account	within one (1) business day	From the date of receipt of the documents specified in Article 13 of these Terms and Conditions, subject to the terms and conditions for closing the Securities Account
4.	Opening of the Securities Account Section	within one (1) business day	From the date of receipt of all necessary documents
5.	Closing of the Securities Account Section	within one (1) business day	From the date of receipt of all necessary documents and zero

			balance on the Securities Account
6.	Changing the data of the Bailor Questionnaire	within three (3) business days	From the date of receipt of all necessary documents
7.	Appointment of the Securities Account Trustee by the Bailor	within three (3) business days	From the date of receipt of all necessary documents
8.	Appointment of the Securities Account Trustee by the Bailor represented by an adult individual who acceded the Depository Agreement in accordance with clause 2.11 of these Terms and Conditions	within one (1) business day	From the date of receipt of all necessary documents
9.	Appointment of the Securities Account Operator (Securities Account Section / Securities Sub-Account Operator)	within three (3) business days	From the date of receipt of all necessary documents
10.	Appointment of the Securities Account Trustee	within three (3) business days	From the date of receipt of all necessary documents
11.	Cancellation of the appointment of the Securities Account Operator (Securities Sub-Account Operator, Securities Account (Sub-Account) Section Operator) / Securities Account Trustee / Securities Account Holder	within three (3) business days	From the date of receipt of all necessary documents
12.	Changing the data specified in the Depository's Client Questionnaire	Within one (1) business day	From the date of receipt of all necessary documents
13.	Crediting of non-certificated securities to the Bailor's Securities Account / Depository's Client's Securities Sub-Account	within one (1) business day	From the date of receipt by the Depository of the document confirming the crediting of securities
14.	Crediting of certificated securities to the Bailor's Securities Account / Depository's Client's Securities Sub-Account	within one (1) business day	From the date of receipt by the Depository of the act of acceptance of certificated securities to the Depository's repository
14a.	Crediting of certificated securities with mandatory centralized storage to the Bailor's Securities Account / Depository's Client's Securities Sub-Account	within one (1) business day	From the date of receipt by the Depository of the document confirming the crediting of securities
15.	Transfer of Securities	within one (1) business day	From the date of receipt of all necessary documents
16.	Relocation of securities	within one (1) business day	From the date the Depository receives a notification from the registrar or another Depository, or receives information from the Depository's repository
17.	Writing-off of non-certificated securities from the Bailor's Securities Account	within one (1) business day	From the date the Depository receives a notification from the Registrar or another Depository in which such securities are recognized
18.	Debiting of certificated securities from the Bailor's Securities Account	within one (1) business day	From the date of receipt by the Depository of the act of acceptance of certificated securities
18a.	Debiting of certificated securities with mandatory centralized storage from the Bailor's Securities Account	within one (1) business day	From the date the Depository receives a notification from the Depository in which these securities are recognized



19.	Blocking of securities	within one (1) business day	From the date of receipt of all necessary documents
20.	Removal of securities blocking	within three (3) business days	From the date of receipt of all necessary documents
21.	Registration of encumbrance and termination of the Bailor's securities encumbrance	within one (1) business day	From the date of receipt of all necessary documents
22.	Crediting / debiting of securities under the Delivery versus Payment (DVP) procedure	T+1+N+1, where "T" means the day when the Transaction Initiator's Order was transferred to the Depository, "T+1" means the day when the order was sent to the settlement Depository, "N" means the time during which the settlement Depository executed the order and provided the Depository with the transaction report.	From the date of receipt of all necessary documents from the Transaction Initiator
23.	Making entries based on the global transaction results	within three (3) business days	From the date of receipt of all necessary documents
24.	Transfer to the Bailor of information received from the issuer or the Register Holder	within three (3) business days	From the date the Depository receives the specified information
25.	Issuance of the Securities Account Statement based on the information transaction results	within one (1) business day	From the date the Depository receives the information transaction order
26.	Issuance of a transaction statement for the Nominee Holder's Securities Account / Securities Sub-Account	on the business day of commission	From the transaction date
26a.	Issuance of a transaction statement for the Securities Account / Securities Sub-Account other than the Nominee Holder's Securities Account / Securities Sub-Account	not later than one (1) business day following the day of commission	From the transaction date
27.	At the request of the Bailor or the Depository's Client, Bailors or the Depository's Clients may be provided with an interim statement of the Securities Account / Securities Sub-Account not certifying the rights to securities, and a transaction statement for the transactions carried out during the current operating day until the end of the current operating day	on the date of receipt by the Depository of the request from the Bailor or the Depository's Client	From the date the Depository receives the request
28.	Statement of the Securities Account, Nominee Holder's Securities Account, Securities Sub-Account	Within one (1) business day following the operating day, as of the end of which the statement is provided, until 12:00 Moscow time	From the end of the operating day
29.	Opening of a Securities Sub-Account	Within one (1) business day	From the date of receipt by the Depository of the documents specified in clause 12.15
30.	Closure of the Securities Sub-Account	Within one (1) business day	From the date of receipt of the order to close the Securities Sub-Account from the Clearing Organization

**11.13.** The completion of the Depository Transaction shall be the transfer of the transaction statement to the Transaction Initiator and other persons in accordance with these Terms and Conditions.

**11.13.1.** The completion of the FFI bookkeeping account transaction shall be the issuance of a statement on the performed transaction to the Transaction Initiator and other persons in accordance with these Terms and Conditions.

**11.14.** The Depository shall provide the Bailor and the Depository's Client in case of administrative transactions with the following documents:

- report on the execution of the administrative transaction for opening the Securities Account / Securities Sub-Account / Securities Account Section and for closing the Securities Account / Securities Sub-Account / Securities Account Section indicating the date and number of the agreement in the form of Appendix No. 22 to these Terms and Conditions;

**11.15.** The Depository shall provide the Bailor with the Securities Account transaction statement containing information on the transaction performed on the nominee holder's opened Securities Account on the business day of the transaction, and the Securities Account transaction statement containing information on the transaction performed on another Securities Account other than the nominee holder's Securities Account not later than on the business day following the day of such transaction, unless another shorter period is provided for by a separate agreement with the Bailor. The account transaction statement shall be provided in the form specified in Appendix No. 21 to these Terms and Conditions. The Depository shall provide the Bailor and/or the Transaction Initiator with the account statement that does not contain information about the number of securities in the Securities Account at any time for any period at the request of the Bailor and/or the Transaction Initiator.

**11.16.** The Depository shall provide the Bailor, Depository-Bailor and/or the Transaction Initiator with the Securities Account statement as of the end of the month or on any other day at the request of the Bailor and/or the Transaction Initiator. The Depository shall provide the Depository's Client with the Securities Sub-Account statement as of the end of the month or on any other day at the request of the Depository's Client.

**11.17.** The Securities Account statements may be submitted to the Transaction Initiator in electronic form by the methods specified in clause 11.4 of these Terms and Conditions, or in hard copy at the request of the Bailor.

#### **Chapter IV. Procedure for Performing Administrative Transactions**

##### ***12. Opening of the Securities Account, the Clearing Securities Account, the Securities Sub-Account / Securities Account Section. Making Entries When Opening the Passive Accounts***

**12.1.** The transaction to open the Bailor's Securities Account means entering the Bailor's information by the Depository into the accounting registers, which allows for identifying the Bailor and carrying out Depository Transactions, including the transfer of income and/or payments on securities according to the bank details of the bank account specified by the Bailor.

**12.2.** The Depository shall open the Securities Accounts after the Depository receives the Application for Accession or accession to the Agreement in the manner specified in Section 2 of these Terms and Conditions.

**12.3.** The type of the Securities Account opened to the Bailor shall be specified in the Application for Accession.

**12.4.** In order to open Securities Accounts, Bailors shall submit to the Depository the documents / information specified in the List of Documents.

Documents can be provided in electronic format via secure communication channels.

**12.5.** If an adult individual who is a citizen of the Russian Federation accedes the Depository Agreement in the manner specified in clause 2.11 of these Terms and Conditions, the Depository shall automatically open the owner's primary Securities Account and a trading account to the specified person, provided that the orders / consents to conduct transactions on which can be provided by the clearing organization "Non-Bank Credit Institution — Central Counterparty National Clearing Center" (Joint Stock Company). The Depository shall notify the Bailor of opening the Securities Account by sending a report on the execution of an administrative transaction.

**12.6.** In order to open each subsequent Securities Account, the Bailor shall provide the Depository with an order to open the Securities Account in the form of Appendix No. 12 to these Terms and Conditions. In this case, the repeated submission of the Bailor Questionnaire, as well as the documents specified in the List of Documents shall not be required. The number of sections of the Securities Account shall be determined by the Depository independently. Opening the section for Securities Account (Account) shall not require the conclusion of a contract or a supplementary agreement with the Bailor. Sections can be opened both on Passive Securities Accounts (other accounts) and on Active Accounts. The opening of Section of Securities Account (Account) may not be accompanied by simultaneous crediting of securities to a particular section. It shall be allowed to open the Securities Account Section (Account) as part of the previously opened account.

**12.7.** Incoming documents:

- Application for Accession;
- Client Questionnaire;
- Documents specified in the List of Documents in case of opening the Securities Account for the first time.

**12.8.** Outgoing documents:

Report on the execution of an administrative transaction provided to the Bailor

**12.9.** Opening of the Securities Account Section / Securities Sub-Account:

Inside the Securities Account / Securities Sub-Account, the required number of Sections of Securities Account / Securities Sub-Account of the appropriate types shall be opened, which will ensure the convenience of maintaining Depository accounting.

The first Securities Account Section shall be opened automatically. The trading section shall be opened for the Trading Securities Accounts, the primary section shall be opened for other Securities Accounts, and the primary section for settlements shall be opened for the Securities Sub-Accounts

When opening the Securities Account Section / Securities Sub-Account Section, a unique code shall be assigned as part of the Securities Account.

Various sections can be opened on the Securities Account / Securities Sub-Account, including:

“Securities Pledged” designed to account for collateral encumbrances of rights to securities pledged (only for the primary securities accounts);

“Blocked for Write-Off” intended for accounting of securities in respect of which the transaction of debiting from the securities account / securities sub-account to the personal account in the register of securities owners or to the securities account with another Depository has not been completed;

“Primary for Settlements” intended for accounting of securities that can be used to fulfill and/or ensure the fulfillment of obligations admitted to clearing, as well as obligations to pay remuneration to a clearing organization and other organizations in accordance with the Clearing Law;

other sections to be opened on an as-needed basis.

Additional sections may be opened on the Bailor’s (Depository-Bailor’s) Securities Account, the regime of which shall be determined by an agreement with the Bailor and/or the regulations of the relevant section or documents regulating the circulation of certain types of securities.

It shall be possible to open several sections of the same type on the Bailor’s (Depository-Bailor’s) Securities Account, including for separate accounting of securities determined by the specifics of their circulation, for servicing by different Operators or for separate accounting of securities with the different custody locations.

The document initiating the opening of the Securities Account Section / Securities Sub-Account Section may be as follows:

- the Depository’s official order;
- the Transaction Initiator’s Order in the form specified in Appendix No. 12 to these Terms and Conditions
- Upon receipt of the first Order from the Bailor, the mandatory condition for the execution of which is the opening of the corresponding Securities Account Section
- An incoming document leading to an administrative transaction (opening of the Securities Account / Securities Sub-Account, Operator’s appointment).

The report on the opening of the Securities Account Sections / Securities Sub-Account Sections shall be provided to the Bailor / Depository’s Client on the basis of the request of the Bailor / Depository’s Client or their Authorized Representative.

The Depository shall open the Securities Account Sections / Securities Sub-Account Sections in accordance with the transactions planned to be carried out on such Securities Account / Securities Sub-Account.

Additional sections may be opened on the Bailor’s (Depository-Bailor’s) Securities Account, the regime of which shall be determined by the agreement with the Bailor, these Terms and Conditions for the implementation of depository activities or documents regulating the circulation of certain types of securities.

It shall be possible for the Depository to open several sections of the same type on the Securities Account / Securities Sub-Account, including for separate accounting of securities determined by the specifics of their circulation or accounting.

**12.10.** In order to enable the Bailor to carry out back-to-back transactions, the Bailor shall submit the Application to the Depository in the form specified in Appendix No. 32 to these Terms and Conditions.

The Bailor shall have the opportunity to conduct the back-to-back transactions only when the Depository initiates the opening of a separate nominal account for the Bailor's funds with the Custodial Depository created in accordance with the legislation of the Russian Federation and authorized to open Individual Accounts with the ICSC.

**12.11.** Features of opening the Securities Sub-Account (Securities Sub-Accounts).

**12.11.1.** In accordance with the rules governing the procedure for clearing obligations arising from securities contracts and approved by the clearing organization, the Securities Sub-Accounts may be opened to the clearing organization, persons who are clearing participants and/or persons who are clients (clients' clients) of clearing participants, as well as persons who have a license of a professional securities market participant to carry out depository activities, and who are not clearing participants.

**12.11.2.** The Depository shall open the Securities Sub-Account with the consent of the Clearing Organization.

- If the Securities Sub-Account is opened **on the basis of an application** to accede to these Terms and Conditions and open the Securities Sub-Account in the form established by Appendix No. 40 to these Terms and Conditions, the Clearing Organization's consent to open the Securities Sub-Account shall be considered received by the Depository at the time of receipt of the said application to be signed by the Clearing Organization's authorized person. The specified application and the accompanying set of documents may be submitted to the Depository by the Clearing Organization or directly by the person to whom the Securities Sub-Account is opened.

- If the Securities Sub-Account is opened **without an application** to accede to these Terms and Conditions and open the Securities Sub-Account in the form established by Appendix No. 40 to these Terms and Conditions, the Clearing Organization's consent to open the Securities Sub-Account shall be submitted to the Depository by sending a corresponding message through EDMS of NP RTS or in another way agreed by the Depository with the Clearing Organization.

**12.11.3.** The Securities Sub-Account may be opened before securities are credited to the Clearing Securities Account.

**12.11.4.** Within the framework of the Clearing Securities Account, more than one Securities Sub-Account may be opened to one person, including the Clearing Organization.

**12.12.** Opening of the Securities Sub-Account to the Clearing Organization

**12.13.1.** The Securities Sub-Account may be opened to the clearing organization if such clearing organization performs the functions of a central counterparty, and if this is necessary for the fulfillment of obligations admitted to clearing.

**12.13.2.** The procedure for conducting transactions on the specified Securities Sub-Account is similar to the procedure for conducting transactions for the Securities Sub-Accounts opened to other persons.

**12.13.3.** The document initiating the opening of the Securities Sub-Account for the clearing organization's owner shall be as follows:

The incoming document is the Application for Accession to the Depository Activities Terms and Conditions in the form of Appendix No. 40 to these Terms and Conditions or an application for the opening of a sub-account in a free form containing the information necessary for the opening of a sub-account.

**12.13.4.** Outgoing documents:

a copy of the Application for Accession to the Depository Activities Terms and Conditions with the Depository's marks on the opening of the Securities Sub-Account to clearing organization.

**12.13.5.** If the Depository refuses to open Securities Sub-Account to the Clearing Organization, the Depository shall, within one (1) business day from the date of consideration of incoming documents, provide the Order Execution Refusal Report in the form of Appendix No. 45 to these Terms and Conditions or a copy of the Application for Opening a Sub-Account with a note on the refusal to execute the order to open a sub-account.

**12.13.6.** When opening Securities Sub-Account to the clearing organization, the “Primary for Settlements” and “Blocked for Write-Off” sections shall be automatically opened.

**12.14.** Opening of the technical Securities Sub-Account.

**12.14.1.** If necessary, the technical Securities Sub-Account may be opened on the clearing Securities Account to fulfill obligations based on the clearing results without the participation of the central counterparty. The features of the technical Securities Sub-Account shall be as follows:

- the technical Securities Sub-Account shall be used only for the fulfillment of obligations based on the clearing results;
- the balance of securities on the technical Securities Sub-Account after clearing transactions shall not be allowed.

**12.14.2.** Incoming documents: Application for Accession to the Depository Activities Terms and Conditions in the form of Appendix No. 40 to these Terms and Conditions.

**12.14.3.** Outgoing documents: a copy of the Application for Accession to the Depository Activities Terms and Conditions with the Depository’s marks on the opening of the Securities Sub-Account.

**12.14.4.** The Depository shall notify the Clearing Organization in case of refusal to open the technical Securities Sub-Account within one (1) business day from the date of the end of the consideration of incoming documents by the Depository.

**12.14.5.** When opening technical Securities Sub-Account to the clearing organization, the “Primary for Settlements” section shall be automatically opened.

**12.15.** Opening of the Securities Sub-Account to clearing participants and other persons.

**12.15.1.** Incoming documents

1) in case of opening a Securities Sub-Account on the basis of the Application for Accession to these Terms and Conditions and opening a Securities Sub-Account:

- a package of documents in accordance with the List of Documents
- Application for Accession to the Depository Activities Terms and Conditions in the form according to Appendix No. 40 to these Terms and Conditions;

2) in case of opening a Securities Sub-Account without the Application for Accession to these Terms and Conditions and opening a Securities Sub-Account:

- the Official Order indicating the trading code at SPB Exchange, PJSC of the Depository’s Client who acceded to the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC.

**12.15.2.** The documents provided for in sub-clause 1 of clause 12.15.1 of these Terms and Conditions shall be transferred by clearing participants, clients of clearing participants or other persons to the Depository directly or through the Clearing Organization, which shall, after receiving a complete set of these documents in accordance with the procedure defined by these Terms and Conditions and the Clearing Securities Account Agreement, transfer such documents to the Depository.

**12.15.3.** If a securities sub-account is opened to a person who is a client (clients’ clients) of the clearing participant, then the transaction of opening a Securities Sub-Account shall be accompanied by the transaction of entering information about the clearing participant’s appointment by this Securities Sub-Account Operator.

**12.15.4. Outgoing documents:**

- a copy of the Application with the Depository's marks on the opening of the Securities Sub-Account indicating the Securities Sub-Account number, the number and date of the contract and related information (if the Securities Sub-Account is opened on the basis of the application);

- a report on the opening of a Securities Sub-Account (if the Securities Sub-Account is opened without an application) in accordance with the terms and conditions of the clearing securities account agreement with the clearing organization.

**12.15.5.** The Depository shall have the right to refuse to open a Securities Sub-Account in the following cases:

absence of the Application for Accession to the Depository Activities Terms and Conditions for Opening the Securities Sub-Account or provision of the specified application filled out improperly, or absence of the Clearing Organization's authorized representative's signature;

a failure to submit documents required in accordance with the requirements of clause 12.15.1. of the Terms and Conditions for Opening the Securities Sub-Account or their non-compliance with the requirements of the Terms and Conditions;

a failure to submit documents at the Depository's request required to identify the person in whose name the Securities Sub-Account is opened.

**12.15.6.** In case of refusal to open the Securities Sub-Account, the Depository shall notify the person in whose name the Securities Sub-Account was to be opened, as well as the clearing organization within one (1) business day from the date of consideration of incoming documents.

**12.15.7.** When opening the Securities Sub-Account, the "Primary for Settlements" section shall be automatically opened.

**12.15.8.** In order to open the second and subsequent Securities Sub-Accounts, the person who has provided a set of documents in accordance with clause 12.15.1 of the Terms and Conditions, to whom one Securities Sub-Account has been opened, shall require the Application for Accession to the Depository Activities Terms and Conditions in the form of Appendix No. 40 to these Terms and Conditions. Submission of other documents specified in clause 12.15.1 shall not be required, provided that such documents have not been changed, there have been no changes in the client's questionnaire data, or the questionnaire has expired.

**12.16.** The procedure for the actions of the Bailor who has the owner / trustee / nominee holder trading Securities Account opened with the Depository, and the orders / consents for which are provided by the Clearing Organization, if the Depository begins to provide settlement depository services to this Clearing Organization shall be as follows:

**12.16.1.** On the date of commencing the provision of settlement depository services by the Depository for the Clearing Organization, with the consent of which transactions are carried out on the Bailor's trading Securities Account, as well as in the case of securities being held on the trading Securities Account of the Bailor, which also has a Securities Sub-Account opened with the Depository on the clearing Securities Account of the specified clearing organization, the Bailor or its authorized person, including the Securities Account Trustee, shall submit to the Depository a Conditional Order to write off securities from the Bailor's trading Securities Account in the number of securities as of the end of the operating day preceding the date of commencing the provision of services by the Depository in accordance with clause 2.1.1 of the Terms and Conditions, and for their crediting to the opened Securities Sub-Account of the same type. The purpose of such a securities write-off transaction shall be crediting of the above securities in the same amount to the corresponding Securities Sub-Account opened to such Bailor on the clearing Securities Account of the Clearing Organization to which the Depository provides settlement depository services.

**12.16.2.** If on the date of commencing the provision of services by the Depository in accordance with clause 2.1.1 of the Terms and Conditions, the Depository has not received the order referred to in clause 12.16.1 of the Terms and Conditions, it shall be considered that the Bailor has

filed with the Depository a Conditional Order to debit securities from the trading Securities Account in the number of securities as of the end of the operating day preceding the date of commencing the provision of services by the Depository in accordance with clause 2.1.1 of the Terms and Conditions, and their transfer into the main section of its Securities Account of the same type opened to such Bailor with the Depository.

The Conditional Order provided for in this clause shall be valid until the date of its execution. The date of its execution shall be the date of commencing the provision of services by the Depository in accordance with clause 2.1.1 of these Terms and Conditions.

After the execution of these transactions, the Depository shall close such trading Securities Account on the basis of the Official Order on the date of their implementation.

**12.16.3.** If it is necessary for the Bailor / Depository's Client to open a separate nominee holder Securities Account / Securities Sub-Account of the nominee holder of the clearing Securities Account, intended exclusively for the accounting of securities owned by the Bailor's / Depository's Client's Bailor, the Bailor / Depository's Client shall send a letter in simple written form in addition to the Application for Accession to the SPB Bank, PJSC Depository Activities Terms and Conditions.

### ***13. Closing of the Securities Account, Securities Sub-Account / Securities Account Section, Securities Sub-Account Section***

**13.1.** The transaction to close the Securities Account (Account) shall be entering records by the Bailor into the recordkeeping registers containing information that ensures the impossibility of further implementation of any transactions on the account.

**13.2.** The closure of the Securities Account in the absence of securities recognized on the specified Securities Account shall be carried out in the following cases:

- in case of receiving the Transaction Initiator's Order;
- in case of termination of the Agreement on the basis of which the Securities Account was opened;
- in case the license of a professional securities market participant for the right to carry out Depository activities is canceled for the Depository;
- in case of cancellation of the Depository-Bailor's or the Trustee's license of a professional securities market participant for the right to carry out Depository activities or for the right to carry out securities management activities, respectively;
- in case of the Depository's liquidation;
- In case of zero balances on the Securities Account (Securities Accounts) and the absence of transactions on the Securities Account (Securities Accounts) for more than three (3) calendar months, the Depository shall have the right to terminate the Agreement unilaterally and close the Securities Account (Securities Accounts). At the same time, the trading Securities Accounts shall be closed only if the person to whom the trading Securities Account is opened has no valid trading codes left;
- in other cases stipulated by the Terms and Conditions.

**13.3.** If there is a positive balance of securities on the Securities Account, the closure of such Securities Account shall not be allowed.



**13.4.** The Securities Account on which securities are recognized or on which the Bailor has a debt to the Depository for payment of the Depository's services, reimbursement of expenses and/or provision of missing documents to the Depository cannot be closed.

**13.5.** Before closing the Securities Account, the remaining securities shall be transferred to another Securities Account, or securities account opened with another Depository, or to the register of registered securities holders, all the Bailor's debt to the Depository shall be repaid, and all missing documents shall be duly provided.

**13.6.** Making of entries upon closure of the Securities Account in connection with the liquidation (reorganization) of the Legal Entity Bailor, the exclusion from the Unified State Register of Legal Entities of information about such Legal Entity Bailor, or the death of the Individual Bailor shall be carried out only after the securities are debited from the respective Securities Account in accordance with the procedure established by the Terms and Conditions.

**13.7.** In case of the Bailor's liquidation, the closure of the Securities Account with the simultaneous termination of the Agreement entered into between such Bailor and the Depository shall be carried out on the basis of:

- the Depository's Official Order to close the Securities Account;
- a notarized copy of the document confirming making an entry into the Unified State Register of Legal Entities on the liquidation of the specified Legal Entity Bailor.

In this case, the Depository shall have the right to perform actions aimed at crediting securities of the liquidated Bailor to the account of unidentified persons opened respectively by the register holder or the depository performing mandatory centralized custody of securities or centralized accounting of rights to securities.

**13.8.** The re-opening of previously closed Securities Accounts shall not be allowed.

**13.9.** Outgoing documents:

- Administrative Transaction Execution Report to close the Securities Account sent to the Transaction Initiator.

In the case of reorganization of the Legal Entity Bailor, making entries upon closure of the Securities Account shall be carried out on the basis of:

- Official order to close the Securities Account of the Reorganized Legal Entity Bailor;
- copies of the transfer act certified by the reorganized legal entity;
- a notarized copy of the document confirming making an entry in the Unified State Register of Legal Entities on the creation of a reorganized legal entity

As a result of the Securities Account closing transaction, the Bailor's assignees, and in the absence of the assignee, the Transaction Initiator shall be provided with the following Outgoing Document:

- Administrative Transaction Execution Report to close the Securities Account.

**13.10.** Making entries when closing the deceased Bailor's Securities Account in the absence of securities on the securities account opened to such deceased Bailor shall be carried out on the basis

of the Official Order to close the Securities Account (if its preparation is provided for by the Terms and Conditions) and one of the following documents:

- the Bailor's death certificate (notarized copy);
- certificate of inheritance (notarized copy);
- a court decision that has entered into legal force declaring the Bailor deceased (notarized copy).

**13.11.** The closure of the Securities Account Section can be made on the basis of:

- the Transaction Initiator's Order in the form specified in Appendix No. 12 to these Terms and Conditions;
- the Depository's official order.

When the Securities Account is closed, all Sections of this Securities Account shall be closed automatically.

**13.12.** Outgoing documents: the Administrative Transaction Execution Report sent to the Transaction Initiator

**13.13.** The Securities Account cannot be closed if the Bailor has an opened FFI Account that is linked to this Securities Account. In this case, the Securities Account shall be closed only after the linked FFI Account is closed. This condition shall not apply to cases of closure of the Securities Account by decision of the authorized state body.

In case of closure of the Depository's Client's Securities Sub-Account, the Depository's Client shall submit the Order to the Depository for the purpose of FFI debiting from the FFI Account not later than on the date of closure of the Securities Sub-Account.

In case of closure of the Depository's Client's Securities Sub-Account and if there is a zero balance on the FFI Account, the Depository's Client shall give the following Conditional Order, namely, "transaction type — close the FFI Account on the date of closure of the Securities Sub-Account if there is a zero balance on the FFI Account; conditional order execution date — date of closure of the Depository's Client's Securities Sub-Account".

**13.14.** Features of closing the Securities Sub-Account.

**13.14.1.** The transaction of closing the Securities Sub-Account shall be carried out by the Depository in the same way as the transaction of closing the Securities Account, while taking into account the following features:

**13.14.1.1.** The closure of the Securities Sub-Account shall be carried out on the basis of the following Incoming Document:

- the Clearing Organization's Administrative / Information Transaction Order, which is submitted by the Clearing Organization to the Depository in the form of Appendix No. 12 to these Terms and Conditions; or

- the Clearing Organization's Statement in a free form; or

- Official Order of the Department for Documenting Transactions in case of cancellation of the client's trading code on the exchange for the Depository's Clients who have acceded to the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC, if

the Depository's Client ceases to be able to make exchange transactions after the cancellation of the trading code.

**13.14.2. Outgoing documents:**

- a copy of the Incoming Document initiating the closure of the Securities Sub-Account with the Depository's marks on execution (to be sent to the Clearing Organization and the person in whose name the Securities Sub-Account was opened), and/or the Securities Sub-Account closure report in accordance with the terms and conditions of the Clearing Securities Account Agreement with the Clearing Organization. Outgoing Documents shall be issued the day after the execution of the Order specified in clause 13.14.1.1.

**13.15. Features of closing the clearing Securities Account:**

**13.15.1.** The clearing Securities Account shall be closed after the termination of the Clearing Securities Account Agreement and the completion of all mutual settlements between the Parties.

**13.15.2.** The clearing Securities Account cannot be closed if there is a non-zero balance of securities on the Securities Sub-Accounts of such clearing Securities Account.

**13.15.3. Incoming documents:**

- documents confirming the occurrence of the grounds for termination of the Clearing Securities Account Agreement in writing (notification, agreement on termination (cancellation) of the agreement, and other written documents).

**Outgoing documents:**

- the Administrative Transaction Execution Report sent to the Transaction Initiator

**14. *Changing the Bailor's personal data***

**14.1.** The transaction to change the Bailor's / Depository's Client's information (Bailor's / Depository's Client's personal data) shall constitute entering the Bailor's changed personal data by the Depository in the recordkeeping registers.

**14.2.** When changing the Bailor's / Depository's Client's personal data, the Depository shall keep information about the previous values of the details.

**14.3.** When changing the personal data, the Bailor / the Securities Account Trustee / the Securities Account Operator shall, on the basis of the Order in the form specified in Appendix No. 12 to these Terms and Conditions, provide the new Bailor Questionnaire and documents confirming the Bailor's / Depository's Client's changed personal data.

**14.4.** The Bailor / the Securities Account Trustee / the Securities Account Operator / the Depository's Client shall be responsible for any losses that may arise in the event of late informing the Depository of the circumstances related to the change of the Bailor's / Depository's Client's information, the failure to submit documents/information about such changes, and the subsequent Depository's refusal to perform the Depository Transaction.

**14.5. Incoming documents:**

- The Transaction Initiator's Orders (may not be provided if the new questionnaire in XML format is provided in electronic form);
- the Bailor Questionnaire in the form specified in Appendix No. 1 or Appendix No. 2 to these Terms and Conditions containing the changed information;
- documents confirming the information that has been changed in the Bailor Questionnaire.

**14.6. Outgoing documents:**

- Notification of the completed transaction provided to the Transaction Initiator in the form specified in Appendix No. 22 to these Terms and Conditions.

**14.7.** Changing the Bailor's personal data during the Legal Entity Bailor's reorganization if the Securities Account is reissued by the Depository in the name of the reorganized legal entity shall be carried out on the basis of documents confirming the fact of the Bailor's reorganization and the transfer of the Bailor's rights and obligations to the reorganized legal entity.

Outgoing documents:

- Notification of the completed transaction provided to the Reorganized Legal Entity Bailor in the form specified in Appendix No. 22 to these Terms and Conditions.

**14.8.** Information on the Bailor and/or other persons may be entered and changed on the basis of documents received by the Depository from Bailors / Depository's Clients when providing other services to Bailors or during their identification provided for by the legislation of the Russian Federation on countering the legalization of laundering of proceeds from crime and the financing of terrorism.

***15. Appointment of the Bailor's authorized persons***

**15.1. Appointment of the Securities Account Trustee**

Unless otherwise provided for by this clause, the appointment of the Securities Account Trustee by the Bailor shall be carried out on the basis of:

- Application for Accession provided by the Bailor and containing information on the appointment of the Securities Account Trustee;
- documents of the Securities Account Trustee specified in the List of Documents;
- Order on the appointment of the Securities Account Trustee in the form specified in Appendix No. 13 to these Terms and Conditions (if there is no information on the appointment of the Securities Account Trustee in the Application for Accession);
- Other written expression of the Bailor's will.

If the Bailor is a client of a professional securities market participant engaged in brokerage activities, who has concluded an agreement for provision of services on financial markets within the framework of the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC, such Bailor shall appoint the specified professional securities market participant engaged in brokerage activities as the Securities Account Trustee.

By indicating the Securities Account Trustee in the Application for Accession, the Bailor (the Authorized Representative) thereby instructs the Depository to appoint the Securities Account Trustee and to enter data on the Securities Account Trustee in the recordkeeping registers.

If the information about the Securities Account Trustee is not indicated in the Application for Accession, the Bailor shall have the right to provide the Depository with the Order to appoint the Securities Account Trustee in the form specified in Appendix No. 13 to these Terms and Conditions.

The indication in the Bailor Personal Account who has acceded to the Depository Agreement in the manner specified in clause 2.11 of these Terms and Conditions of the Securities Account Trustee shall be the proper way to appoint the Securities Account Trustee. In this case, the provision of additional documents by the Bailor shall not be required.

By indicating the Securities Account Trustee, from the date of signing the Order on the appointment of the Securities Account Trustee or the Application for Accession, or otherwise authorizing in writing the Securities Account Trustee, the Bailor shall authorize the latter to perform the following actions in the interests and at the expense of the Bailor:

- fill out, submit the Individual Bailor / Legal Entity Bailor Questionnaire, make changes to the details / information specified in the Individual Bailor / Legal Entity Bailor Questionnaire;
- dispose of the Bailor's securities, including, but not limited to, the rights to which are recognized in the Securities Account or which shall be credited to the specified Securities Account;
- sign and submit to the Depository orders for the following transactions:
  - administrative transactions, including:
    - to change the status of the Securities Account, including to open the Securities Account, to block / unblock the Securities Account;
    - to change questionnaire data (details of the Securities Account);
    - to open / close sections / Securities Account;
    - to close trading accounts in cases of termination of the Securities Account Trustee Agreement;
    - to assign / revoke the powers of the Securities Account Operators / Securities Account Section Operators / Securities Account Operators;
    - to cancel depository orders;
  - inventory transactions related to changes in securities balances on the Securities Account, Securities Account Sections / Sub-Accounts of Securities Account, custodial account;
  - complex transactions, including:
    - blocking / unblocking of securities;
    - to sign and submit to the Depository orders for any other transactions;
    - to provide the Depository with information and documents received from the Bailor and subject to transfer to the Depository, including for further provision to the issuer and the register holder;
    - receive any documents, information from the Depository, including statements on the Securities Account, statements on transactions and other documents related to transactions on the Securities Account / Securities Account sections on the Bailor's securities custodial account;
    - to exercise the rights certified by the Bailor's securities, including to receive income on these securities (including funds from the redemption of securities);

- to exercise other powers of the Securities Account Trustee provided for by these Terms and Conditions of the Depository Activities of SPB Bank, PJSC;
- to make settlements with the Depository, including paying remuneration for the provision of services under the depository agreement with the Bailor, reimburse expenses incurred or that may be incurred by the Depository in connection with the provision of services under the Agreement to the Bailor;
- to sign and provide the Depository with information and documents that can be provided in accordance with the Agreement with the Bailor. It shall not be allowed to transfer powers to dispose of securities and exercise rights on securities, the rights to which are recorded in different Securities Accounts under the same Agreement by different Securities Account Trustees.

In case of appointment of the Securities Account Trustee, the date of the execution by the Bailor of the specified written authorization of the Securities Account Trustee shall be considered to be:

- 1) the date of the Application for Accession if the appointment of the Securities Account Trustee is carried out by issuing the Application for Accession, or
- 2) the date of the Order on the appointment of the Securities Account Trustee if the appointment of the Securities Account Trustee is carried out by issuing such Order, or
- 3) the date of registration by the Bailor of the authorization of the Securities Account Trustee through the Personal Account.

The Securities Account Trustee shall be vested with the above powers by the Bailor for a period of ten (10) years, unless another term is determined by the Bailor in a written authorization in accordance with sub-clause 3 of clause 15.1 of the Terms and Conditions.

The basis for the submission to the Depository by the Securities Account Trustee of the Order for the implementation of a depository transaction shall be the Order and/or instruction received by the Securities Account Trustee from the Bailor.

In relation to the Bailor's securities, the Securities Account Trustee shall:

- transfer to the Bailor the Depository's accounting documents on the Depository Transactions performed on the Bailor's Securities Account and other documents issued by the Depository certifying the Bailor's rights to securities;
- keep the primary Instructions of the Bailor, which served as the basis for the preparation of Orders transferred by the Securities Account Trustee of the Securities Account to the Depository;
- keep records of the Depository Transactions made on the Bailor's Securities Accounts, the Securities Account Trustee of which it is;
- perform other actions in accordance with the Securities Account Trustee Agreement.

The Securities Account Trustee shall not certify the rights to securities. However, the entries made by the Securities Account Trustee can be used as evidence of the rights to securities.

The transaction of appointing the Securities Account Trustee shall be the Depository's entry into the recordkeeping registers of data about the person appointed as the Securities Account Trustee.

If the Bailor appoints the Securities Account Trustee, the outgoing documents of the Depository on the execution of Depository Transactions, including statements of account transactions, shall be issued to the Securities Account Trustee.

### **15.2. Revocation of the Securities Account Trustee's Powers**

The transaction to revoke the powers of the Securities Account Trustee shall be the Depository's entry into the recordkeeping registers of data revoking the Securities Account Trustee's powers.

Incoming documents:

- Transaction Initiator's Order;
- documents / information indicating the suspension or cancellation of the license of a professional securities market participant issued to the Securities Account Trustee (if necessary);
- a document confirming the termination of the Securities Account Trustee's powers.

### **15.3. Appointment of the Bailor's Authorized Representative acting as the Securities Account Operator (Securities Account Section Operator) and the Securities Sub-Account Operator.**

The transaction for the appointment of the Securities Account Operator (Securities Account Section Operator) shall be the entry by the Depository into the Recordkeeping Registers of data about the person appointed as the Securities Account Operator (Securities Account Section Operator).

The appointment of the Securities Account Operator (Securities Account Section Operator) shall be carried out on the basis of:

- the Application for Accession provided by the Bailor and containing information about the appointment of the Securities Account Operator (Securities Account Section Operator);
- documents of the Securities Account Operator (Securities Account Section Operator) specified in the List of Documents;
- Order on the appointment of the Securities Account Operator (Securities Account Section Operator) in the form specified in Appendix No. 13 to these Terms and Conditions (if there is no information on the appointment of the Securities Account Operator in the Application for Accession / Changing the Securities Account Operator);
- a power of attorney issued by the Bailor to the Securities Account Operator (except for the appointment by the Bailor of SPB Bank, PJSC as the Securities Account Operator).

The appointment of the Securities Sub-Account Operator shall be carried out on the basis of:

- the Depository's Client's Order on the Appointment of the Securities Sub-Account Operator, which is part of the Application for the Opening of the Securities Sub-Account (Appendix No. 40 to these Terms and Conditions);
- documents of the Securities Sub-Account Operator specified in the List of Documents.

The Bailor's Order on the Appointment of the Securities Account Operator (Securities Account Section Operator) on the Bailor's Securities Account shall be an indication of the Securities Account Operator (Securities Account Section Operator) contained in the Application for

Accession.

If the Application for Accession does not specify information about the Securities Account Operator (Securities Account Section Operator), the Bailor shall have the right to provide the Depository with the Order on the Appointment of the Securities Account Operator or Securities Account Section Operator in the form specified in Appendix No. 13 to these Terms and Conditions. The Securities Account Operator's powers to dispose of the Securities Account / Securities Account Section shall be determined by a power of attorney issued by the Bailor to the Securities Account Operator (Securities Account Section Operator), with the exception of the appointment of the Securities Account Operator of SPB Bank, PJSC whose powers are specified in these Terms and Conditions.

The indication in the Bailor's Personal Account who has acceded to the Depository Agreement in the manner specified in clause 2.11 of these Terms and Conditions of the Securities Account Operator shall be the proper way to appoint the Securities Account Operator. In this case, the provision by the Bailor of the Order on the Appointment of the Securities Account Operator (Securities Account Section Operator) in the form specified in Appendix No. 13 to these Terms and Conditions shall not be required.

In case of appointment by the Bailor of SPB Bank, PJSC as the Securities Account Operator, the documents of the Securities Account Operator specified in the List of Documents shall not be submitted.

In case of appointment of SPB Bank, PJSC as the Securities Account Operator, with which an agreement for provision of services on financial markets has been concluded within the framework of the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC, the Depository's outgoing documents on the execution of Depository Transactions, including the Securities Account Transaction Statements, shall be issued to SPB Bank, PJSC and the Bailor.

If the Bailor appoints a legal entity other than SPB Bank, PJSC as the Securities Account Operator (Securities Account Section Operator), such legal entity shall have the right to receive account transaction statements if the Bailor indicates this in the Application for Accession.

If the Bailor appoints the Securities Account Operator of SPB Bank, PJSC, the Bailor shall authorize SPB Bank, PJSC to perform the following actions on its behalf and in its interests by indicating the Securities Account Operator from the date of signing the Order on the Appointment of the Securities Account Operator or the Application for Accession:

- execute, sign and submit to the Depository orders that are the basis for conducting transactions on the Securities Account opened to the Bailor, sign and submit other documents related to the maintenance of the Securities Account and the execution of the Agreement entered into between the Bailor and the Depository in accordance with the Terms and Conditions;
- transfer and receive documents related to the conduct of Depository Transactions on the Bailor's Securities Account in accordance with the Terms and Conditions.

The date of the said written authorization of SPB Bank, PJSC as the Securities Account Operator shall be considered to be:

- the date of the Application for Accession if the appointment of SPB Bank, PJSC as the Securities Account Operator is carried out by issuing the Application for Accession, or
- the date of the Order on the Appointment of the Securities Account Operator if the appointment of SPB Bank, PJSC as the Securities Account Operator was carried out by issuing such Order.

SPB Bank, PJSC as the Securities Account Operator shall be vested with the above powers by the Bailor for a period of ten (10) years.



#### **15.4. Revocation of Powers of the Securities Account Operator (Securities Account Section Operator) and the Securities Sub-Account Operator.**

The transaction to revoke the powers of the Securities Account Operator (Securities Account Section Operator) / Securities Sub-Account Operator shall be entering by the Depository of data revoking the powers of the Securities Account Operator (Securities Account Section Operator) / Securities Sub-Account Operator.

The revocation of powers of the Securities Account Operator (Securities Account Section Operator) / Securities Sub-Account Operator shall be carried out on the basis of:

- Transaction Initiator's Order;
- a document confirming the termination of powers of the Securities Account Operator (Securities Account Section Operator) / Securities Sub-Account Operator.

#### **15.5. Appointment of the Securities Account Holder**

The transaction on the appointment of the Securities Account Holder shall be entering by the Depository of data on the person appointed as the Securities Account Holder.

The appointment of the Securities Account Holder shall be carried out on the basis of:

- Transaction Initiator's Order;
- Bailor Questionnaire in the form specified in Appendix No. 1 to these Terms and Conditions;
- documents specified in the List of Documents;
- a power of attorney issued by the Transaction Initiator to the Securities Account Holder. The recommended form of power of attorney is set out in Appendix No. 11 to these Terms and Conditions.

The transaction on the appointment of the Securities Account Holder shall be the Depository's entry into the recordkeeping registers of data about the person appointed as the Securities Account Holder.

#### **15.5. Revocation of the Securities Account Holder's Powers**

The transaction to revoke the powers of the Securities Account Holder shall be the Depository's entry of data cancelling the powers of the Securities Account Holder.

The revocation of powers of the Securities Account Holder shall be carried out on the basis of:

- Transaction Initiator's Order;
- a document confirming the revocation of powers of the Securities Account Holder.

#### **15.6. Appointment of the FFI Recordkeeping Account Trustee**

Unless otherwise provided by this clause, the appointment by the Bailor / Depository's Client of the FFI Recordkeeping Account Trustee shall be carried out on the basis of:

- the Application for Accession provided by the Bailor and containing information on the appointment of the FFI Recordkeeping Account Trustee (submitted before 01.01.2020);
- documents of the FFI Account Trustee similarly indicated for the Securities Account Trustee specified in the List of Documents;
- Orders on the appointment of the FFI Recordkeeping Account Trustee in the form specified in Appendix No. 13 to these Terms and Conditions (if there is no

information on the appointment of the FFI Recordkeeping Account Trustee in the Application for Accession or submitted after 01.01.2020);

- Other written expression of the Bailor's / Depository's Client's will, including the instructions of the FFI Recordkeeping Account Trustee and in the Application Form drawn up in accordance with Appendix No. 38 to these Terms and Conditions.

If the Bailor is a client of a professional securities market participant engaged in brokerage activities, who has concluded an agreement for provision of services on financial markets within the framework of the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC, such Bailor shall appoint the specified professional securities market participant engaged in brokerage activities (if there are several such brokers, then any one professional securities market participant being the client of SPB Bank, PJSC) as the Securities Account Trustee.

By indicating the FFI Recordkeeping Account Trustee in the Application for Accession, the Bailor thereby instructs the Depository to appoint the FFI Recordkeeping Account Trustee and to enter data on the FFI Recordkeeping Account Trustee in the recordkeeping registers.

If the information about the FFI Recordkeeping Account Trustee is not indicated in the Application for Accession, the Bailor / Depository's Client shall have the right to provide the Depository with the Order to appoint the FFI Recordkeeping Account Trustee in the form specified in Appendix No. 13 to these Terms and Conditions, or another written authorization.

In case of appointment by the Bailor / Depository's Client of the FFI Recordkeeping Account Trustee, the Bailor / Depository's Client shall authorize the FFI Recordkeeping Account Trustee to perform in the Bailor's / Depository's Client's interests and at the Bailor's / Depository's Client's expense the following actions (depending on the document submitted to the Depository) by indicating the FFI Recordkeeping Account Trustee from the date of signing the Order on the Appointment of the FFI Recordkeeping Account Trustee, the Application for Accession, or another written expression of the Bailor's / Depository's Client's will:

- fill out, submit the Individual Bailor / Legal Entity Bailor Questionnaire, make changes to the details / information specified in the Individual Bailor / Legal Entity Bailor Questionnaire and the Depository's Client Questionnaire;
- carry out transactions with FFI recognized on the Account
- sign and submit to the Depository orders for the following transactions:
  - administrative transactions, including:

o to change personal data

- inventory transactions:

transactions related to the registration of FFI;

transactions related to the removal of FFI from the register in order to transfer them to the Bailor's / Depository's Client's accounts and/or accounts of other persons opened with foreign organizations; global transactions;

transactions on the transfer of FFI in the amount permitted by the current legislation of the Russian Federation;

- sign and submit to the Depository orders for carrying out any other transactions permitted by the Terms and Conditions, the Agreement for the Provision of Accounting Services for Foreign Financial Instruments not Qualified as Securities, subject to the restrictions of the current legislation of the Russian Federation;

- provide the Depositary with information and documents received from the Bailor and subject to transfer to the Depositary, including for further provision to the issuer, the register holder and the Depositary;
- receive any documents and information from the Depositary with regard to the FFI Account;
- receive income from FFI;
- make settlements with the Depositary, including paying remuneration for the provision of services to the Bailor / Depositary's Client, and reimburse the expenses incurred or which may be incurred by the Depositary in connection with the provision of accounting services for the Bailor / Depositary's Client;
- sign and provide the Depositary with information and documents that can be provided in accordance with the Agreement for the Provision of Accounting Services for Foreign Financial Instruments not Qualified as Securities with the Bailor.

Having appointed the FFI Recordkeeping Account Trustee, the Bailor / Depositary's Client shall have no right to submit to the Depositary orders not agreed with the FFI Recordkeeping Account Trustee, except for the Order to revoke the FFI Recordkeeping Account Trustee's powers.

In case of appointment of the FFI Recordkeeping Account Trustee, the date of the Bailor's / Depositary's Client's commission of the specified written authorization of the FFI Recordkeeping Account Trustee shall be considered to be:

- 1) the date of the Application for Accession if the appointment of the FFI Account Trustee is carried out by issuing the Application for Accession, or
- 2) the date of the Order on the appointment of the FFI Account Trustee if the appointment of the FFI Account Trustee is carried out by issuing such Order, or
- 3) date of registration by the Bailor / Depositary's Client of the written authorization.

The FFI Recordkeeping Account Trustee shall be vested with the above powers by the Bailor / Depositary's Client for a period of ten (10) years, unless another term is determined by the Bailor / Depositary's Client in written authorization in accordance with sub-clause 3 of clause 15.8 of the Terms and Conditions.

The basis for the submission to the Depositary by the FFI Recordkeeping Account Trustee of the Order for the implementation of a depositary transaction shall be the Order and/or instruction received by the FFI Recordkeeping Account Trustee from the Bailor / Depositary's Client.

In relation to the Bailor's / Depositary's Client's FFI Accounts, the FFI Recordkeeping Account Trustee shall:

- transfer to the Bailor / Depositary's Client the Depositary's accounting documents on the Bailor's / Depositary's Client's FFI Account transactions and other documents issued by the Depositary;
- store the Bailor's / Depositary's Client's primary orders, which served as the basis for the preparation of Orders transferred by the FFI Recordkeeping Account Trustee to the FFI Account;
- keep records of transactions made on the Bailor's / Depositary's Client's FFI Accounts, the FFI Recordkeeping Account Trustee of which it is;
- perform other actions in accordance with the FFI Recordkeeping Account Trustee Agreement.

The transaction of appointing the FFI Recordkeeping Account Trustee shall be the Depository's entry into the recordkeeping registers of data about the person appointed as the FFI Recordkeeping Account Trustee.

In case of appointment by the Bailor / Depository's Client of the FFI Recordkeeping Account Trustee, the Depository's outgoing documents on transactions, including transaction statements, shall be issued to the FFI Recordkeeping Account Trustee.

#### **15.7. Revocation of the FFI Recordkeeping Account Trustee's Powers**

The transaction to revoke the powers of the FFI Recordkeeping Account Trustee shall be the Depository's entry into the recordkeeping registers of data revoking the FFI Recordkeeping Account Trustee's powers.

Incoming documents:

- Transaction Initiator's Order;
- documents / information indicating the suspension or cancellation of the license of a professional securities market participant issued to the Securities Account Trustee (if necessary);
- a document confirming the termination of the Securities Account Trustee's powers.

#### **16. Cancellation of Orders on the Securities Account (Securities Sub-Account)**

The transaction to cancel Orders on the Securities Account (Securities Sub-Account) shall be the Depository's actions to cancel the previously submitted Order on the Securities Account (Securities Sub-Account).

The Bailor or another person authorized to submit orders for Securities Accounts (Securities Sub-Accounts) may submit the Order to cancel the previously submitted Order. Cancellation of the already executed Order shall not be allowed.

Cancellation of the Order on the Securities Account (Securities Sub-Account) shall be carried out on the basis of the Transaction Initiator's Order or by submitting to the Depository a copy of the Order to be canceled, the text of which is crossed out, with the word "cancellation" and the Transaction Initiator's signature simultaneously contained on the form of the canceled Order. Orders to cancel the previously submitted Order shall be submitted not later than the end of the Operating Day during which the canceled Order was submitted, with the exception of the Order to cancel the previously submitted Order to conduct a corporate action.

Cancellation of the order to participate in a voluntary corporate action shall be carried out on the basis of the Cancellation Order submitted in XML format using the communication channels established by the Terms and Conditions (the field formats of the Order to cancel the previously submitted Order to conduct a corporate action are given in Appendix 39 to the Terms and Conditions). The order to carry out a corporate action can only be canceled in its entirety (partial cancellation of the Order shall not be allowed).

Outgoing documents:

- Notification of the completed transaction provided to the Transaction Initiator in the form of Appendix No. 45 to these Terms and Conditions.

## **Chapter V. Procedure for Performing Inventory Transactions**

### ***17. Acceptance of Securities for Custody and Recordkeeping. Making an Entry When Crediting Securities to the Securities Account (Sub-Accounts) and Other Passive Accounts***

**17.1.** The transaction on accepting securities for custody and recordkeeping of rights shall be the crediting of the corresponding amount of securities to the Bailor's Securities Account / Securities Sub-Account. The transaction on crediting securities to the Securities Accounts / Securities Sub-Accounts and other Passive Accounts shall be accompanied by the mandatory making an entry on crediting such securities to the Active Account. Making an entry of crediting securities to the Passive Account without moving through the Active Accounts is part of the Transfer Transaction.

**17.2.** Unless otherwise provided for by the legislation of the Russian Federation and the Basic Standards, the basis for crediting securities to the Securities Account / Securities Sub-Account shall be acceptance by the Depository of the Transaction Initiator's Order, a document confirming the crediting of securities to the Depository Account, if the specified Order contains a term and/or a condition for its execution, as well as onset of the appropriate term and/or condition, other documents provided for by the regulations of the Bank of Russia, Basic Standards and these Terms and Conditions.

Transactions on crediting securities to the Securities Sub-Account shall be carried out if there is the Order from the Clearing Organization for crediting securities to the Securities Sub-Account

**17.3.** In the case of placement of equity securities by distributing them among shareholders, placement of equity securities by converting other securities into them, cancellation of the individual number (code) of the additional issue of equity securities and combining equity securities of the additional issue with equity securities of the issue in relation to which they are additional, combining additional issues of equity securities and in other cases provided for by federal laws or the Agreement, the basis for crediting securities to the Securities Account / Securities Sub-Account shall be submission to the Depository of the relevant documents by the person who opened the depository account, or the acceptance by the Depository of other documents provided for by federal laws, the Agreement or these Terms and Conditions.

In accordance with the requirements of the legislation of the Russian Federation, including the regulations of the Bank of Russia, in the case of placement of shares upon the establishment of a joint stock company, the transfer of shares to the Securities Accounts shall be carried out as of the date of state registration of the joint stock company created by the establishment.

**17.4.** The basis for crediting securities to the Securities Account / Securities Sub-Account shall be acceptance by the Depository of the order to debit securities from the Non-Identified Persons / Entities Account opened with this Depository, if such order contains an indication that the write-off shall be carried out in connection with the return of securities to the personal account or Securities Account from which such securities or securities that were converted into them were written off, or the provision by the Securities Holders Register Keeper or the depository, who have opened a nominee holder's personal account or a nominee holder's Securities Account to the Depository, of the report on the transaction of crediting securities to the specified account in connection with their return to the personal account or Securities Account from which such securities or securities that were converted into them were written-off.

**17.5.** If the balance of securities recognized in the Depository Account remains unchanged, the securities shall be credited to the Securities Account / Securities Sub-Account not later than on the business day following the day of the occurrence of the following events (whichever is later):

- occurrence of the basis for crediting securities to the Securities Account;
- occurrence of the basis for writing-off securities from another Securities Account or another passive account opened with the Depository.

**17.6.** The basis for crediting a certificated security to the Securities Account / Securities Sub-Account shall be the transfer of a certificated security to the Depository for its lock-up.

**17.7.** The basis for making entries when crediting securities to the Bailor's Securities Account or to the Securities Sub-Account of the clearing Securities Account in cases of writing-off from the account of nominee holders' clients shall be the Order for crediting securities submitted by the Bailor and other documents provided for by these Terms and Conditions and Agreements.

**17.8.** Making entries when crediting securities to the Non-Identified Persons / Entities Account shall be carried out by the Depository on the basis of:

- received documents on crediting securities to the Depository Account in the absence of grounds for crediting securities to the Bailor's Securities Account / Securities Sub-Account (if the crediting of securities is related to the crediting of securities to the Depository Account);

**17.9.** In accordance with the requirements of the legislation of the Russian Federation, including the regulations of the Bank of Russia, the securities shall be credited to the Non-Identified Persons / Entities Account by the Depository not later than on the business day following the day of receipt of the document confirming the crediting of securities to the Depository Account.

**17.10.** Making entries when crediting securities to the account of nominee holders' clients shall be carried out on the basis of information and documents provided for by the legislation of the Russian Federation, including on the basis of the following documents and information:

- termination by the Depository Bailor and/or a foreign nominee holder of the functions of a nominee holder;
- termination of the Agreement;
- a list of clients of a person who has ceased the functions of a nominee holder;
- containing all information about securities credited to the account of nominee holders' clients, including information on the restriction of transactions with these securities, information on the Securities Account from which they were written-off, and other information available to the depository as of the date of submission of the instruction (order) on writing-off of securities from the nominee holder's Securities Account.

**17.11.** In the absence of grounds for making entries when crediting securities restricted in circulation and/or not providing documents that are the basis for crediting these securities, the Depository shall refuse to credit securities restricted in circulation to the owner's Securities Account.

**17.12.** The transaction for crediting securities shall be executed by the Depository within the terms specified in clause 11.12 of these Terms and Conditions, unless other terms are specified in the Order

**17.13.** In case of refusal to credit securities restricted in circulation, the Depository shall transfer (return) these securities on the basis of the Official Order to the account from which these securities were written-off to the Depository's Account. Such transaction shall be accompanied by the simultaneous making an entry of writing-off of securities from the Bailors' stock account.

**17.14. Outgoing documents:**

- An account statement provided to the Transaction Initiator in the form specified in Appendix No. 21 to these Terms and Conditions, or in the form of an electronic document in XML or SWIFT formats specified in Appendices No. 35 and 39 to these Terms and Conditions.

**17.15. Features of the transaction on crediting securities to the Securities Sub-Account:**

**17.15.1.** The entry of a receipt entry under the “Primary for Settlements” section of the Securities Sub-Account shall be carried out in accordance with the Clearing Organization Bailor’s order in respect of securities credited to the nominal holder’s personal account opened with the relevant securities holders register, or credited to the Depository Account with the Custody Location Depository, or to the account of a person acting in the interests of third parties in a foreign organization that performs records and transfer of rights to securities.

**17.15.2. Incoming documents:**

- Depository Transaction Order on the Securities Sub-Account of the Clearing Organization’s Clearing Account (external write-off / crediting) from the Clearing Organization Bailor for crediting securities in the form of Appendix No. 41 to these Terms and Conditions, unless otherwise provided for by the terms and conditions of the Clearing Securities Account Agreement.

- A certificate / statement of transactions on the Depository Nominee Holder’s personal account in the securities holders register, or report on the transaction on the Depository Nominee Holder’s Securities Account with the Custody Location Depository, or report on the transaction from a foreign organization that records the rights to securities.

**17.15.3. Outgoing documents:**

Statement from the Securities Sub-Account;

An account statement provided to the Transaction Initiator and the Depository’s Client in the form specified in Appendix No. 21 to these Terms and Conditions, or in the form of an electronic document in XML format specified in Appendix No. 39 to these Terms and Conditions.

**18. *Writing-off of Securities***

**18.1.** When performing the transaction to write off securities from the Securities Account / Securities Sub-Account, the balance of securities recognized in the corresponding account shall be reduced. The transaction to write off securities from the Securities Account / Securities Sub-Account and other Passive Accounts shall be accompanied by the mandatory making an entry of writing-off such securities from the Active Account. Making an entry of debiting securities from the Passive Account without moving to Active Accounts shall be part of the Transfer Transaction.

**18.2.** The basis for debiting securities from the Securities Account / Securities Sub-Account shall be acceptance by the Depository of the corresponding Transaction Initiator’s Order, and the onset of the corresponding term and/or condition if the specified Order contains a term and/or a condition for its execution.

Making entries when writing off securities from the Securities Account / Securities Sub-Account shall be carried out on the basis of a set of the following documents, namely, the Transaction Initiator’s Order; documents confirming the writing-off of securities from

the Depository Account; the onset of the corresponding term and/or condition if the specified Transaction Initiator's Order contains a term and/or a condition for its execution; other documents provided for by the Terms and Conditions, legislation of the Russian Federation or the Basic Standards.

The transaction to write off securities from the Securities Sub-Account shall be carried out by Order of the Clearing Organization to write off securities from the Securities Sub-Account. The transaction to write off securities from one Securities Sub-Account and credit them to another Securities Sub-Account within one clearing account may be carried out on the basis of one Clearing Organization's order.

**18.3.** In case of placement of equity securities by converting other securities into them, cancellation of the individual number (code) of the additional issue of equity securities and combining equity securities of the additional issue with equity securities of the issue in relation to which they are additional, combining additional issues of equity securities, in case of redemption of securities of a public joint stock company at the request of a person who acquired more than 95 percent of the shares of a public joint stock company, and in other cases, provided for by federal laws, Agreement, the basis for writing-off securities from the Securities Account shall be the provision to the Depository of relevant documents by the person who opened the nominee holder's personal account (Securities Account) or the account of a person acting in the interests of other persons, or the acceptance by the Depository of other documents provided for by federal laws and/or the Agreement.

**18.4.** In case of placement of equity securities during the reorganization of the issuer, securities shall be written-off from the Securities Accounts / Securities Sub-Accounts or from the Non-Identified Persons / Entities Account by the Depository as of the date of state registration of the issuer created as a result of reorganization, and on the date of entry into the Unified State Register of Legal Entities of the entry on termination of the activities of the affiliated issuer in the case of reorganization through merger.

In case of exclusion of an issuer that has ceased its activity from the Unified State Register of Legal Entities or the issuer's liquidation, securities shall be written-off from the Securities Accounts or from the Non-Identified Persons / Entities Account by the Depository as of the date of entry into the Unified State Register of Legal Entities of the entry on the exclusion of the issuer from the Unified State Register of Legal Entities.

**18.5.** If the balance of securities recognized in the Depository Account remains unchanged, the securities shall be written-off from the Securities Account / Securities Sub-Account not later than on the business day following the day of the occurrence of the following events (whichever is later):

- appearance of the grounds for writing-off securities from the Securities Account / Securities Sub-Account;
- appearance of the grounds for crediting securities to another Securities Account / Securities Sub-Account opened with the Depository;
- in case of writing-off equity securities, mandatory centralized custody of securities, centralized accounting of rights to securities carried out by the Depository from the Securities Account / Securities Sub-Account opened with the Depository.

**18.6.** Writing-off of securities in respect of which the fact of restriction of transactions with securities has been recorded (registered) shall not be allowed, except in cases provided for by federal laws, as well as the following case of writing-off securities in respect of which the right of pledge has been recorded (registered). In this case, the order to write-off securities shall also be signed by the pledgee, unless otherwise provided for by federal laws.



**18.7.** Unless otherwise established by the legislation of the Russian Federation, including the regulations of the Bank of Russia and the Basic Standards, securities shall be written-off from the Securities Account / Securities Sub-Account not later than on the business day following the day of receipt by the Depository of the document confirming the writing-off of securities from the Depository Account.

**18.8.** Securities shall be written-off from the account of nominee holders' clients on the basis of documents stipulated by the Terms and Conditions, including documents that are the basis for crediting such securities to other Securities Accounts, including when transferring securities to a new nominee holder or a foreign nominee holder, during mandatory corporate actions involving the writing-off of securities.

Securities shall be written-off from the account of nominee holders' clients not later than on the business day following the day of receipt by the Depository of the document (documents) that is the basis for crediting such securities to other accounts.

**18.9.** Securities shall be written-off from the Non-Identified Persons / Entities Account on the basis of documents that allow for uniquely identifying the owner of such securities, including on the basis of title documents (contracts) that allow for uniquely identifying the owner of such securities.

**18.10.** In accordance with the regulations of the Bank of Russia, securities shall be written-off from the Non-Identified Persons / Entities Account, with the exception of the case specified in clause 18.11 of the Terms and Conditions, not later than on the business day following the day of receipt by the Depository of the document (documents) that is the basis for crediting such securities to other accounts.

**18.11.** In accordance with the regulations of the Bank of Russia, writing-off of equity securities from the Non-Identified Persons / Entities Account in the case of placement of equity securities by conversion into them during the issuer's reorganization shall be carried out by the Depository as of the date of state registration of the issuer created as a result of the reorganization. In case of reorganization through merger, writing-off shall be made on the date of making an entry in the Unified State Register of Legal Entities confirming termination of the merged issuer's activities.

**18.12.** The basis for the writing-off of certificated securities shall be the transfer by the Depository of certificated securities in connection with the termination of their custody at the direction of the person under the agreement with whom the lock-up was carried out.

**18.13.** The completion of the securities writing-off depository transaction shall be the transfer to the Transaction Initiator of the following documents:

- the transaction statement provided to the Transaction Initiator in the form specified in Appendix No. 21 to these Terms and Conditions, or in the form of an electronic document in XML or SWIFT format specified in Appendices No. 35 and 39 to these Terms and Conditions.
- a certificated security.
- the Certificated Security Acceptance Certificate in two copies, one of which shall be signed by the Bailor or an authorized person and transferred to the Depository.

**18.14.** Features of the securities writing-off from the Securities Sub-Account:

**18.14.1.** Making an expenditure record in respect of securities that, according to the Clearing Organization Bailor's Order, have been written-off from the personal account (Securities Account) of the Depository's nominee holder in the register / Custody Location Depository or from the account of a person acting in the interests of third parties in a foreign organization that records rights to securities and transfers the rights to securities.

**18.14.2.** Upon receipt of the order from the Clearing Organization to write off securities from the Securities Sub-Account, the Depository shall automatically open, if it was not previously opened for such Securities Sub-Account, the “Blocked for Writing-Off” section, to which securities are transferred in the amount specified in the writing-off order.

**18.14.3.** Securities shall be written-off from the “Blocked for Writing-Off” section only after receiving a notification from the securities holders register on the conduct of the relevant transaction (a certificate of transactions on the Depository’s nominal holder’s personal account in the securities holders register), or a report on the transaction on the Securities Account of the Depository’s nominee holder in a higher depository, or a notification of the transaction from a foreign organization that records the rights to securities.

**18.14.4.** Incoming documents:

The Depository Transaction Order in respect of the depository transaction on the sub-account of the Clearing Organization’s clearing account (external writing-off / crediting) of the Clearing Organization Bailor to write off securities in the form of Appendix No. 41 to these Terms and Conditions containing data on the counterparty (the new owner and/or nominee holder of the new owner) and its personal account in the Register Holder, or the Securities Account in the Custody Location Depository, or an account in a foreign organization that records rights to securities, as well as details of documents that are the basis for the transfer, unless otherwise provided for by the terms and conditions of the Clearing Securities Account Agreement.

Outgoing documents:

- Statement from the Securities Sub-Account
- An account statement provided to the Transaction Initiator and the Depository’s Client in the form specified in Appendix No. 21 to these Terms and Conditions, or in the form of an electronic document in XML format specified in Appendix No. 39 to these Terms and Conditions.

## **19. *Features of Recordkeeping and/or Custody of the Mortgage***

**19.1.** The mortgage shall be accepted for custody and/or recordkeeping if there is a mark with the name of the Depository, its location and indication of the type of recordkeeping, i.e. temporary or mandatory.

**19.2.** Crediting of the mortgage to the Securities Account when transferring it to the Depository for recordkeeping shall be carried out by the Depository on the basis of the Order (Appendix No. 15 to these Terms and Conditions) not later than on the business day following the day of the occurrence of the following events (whichever is later):

- occurrence of the basis for crediting the mortgage to the Securities Account;
- transfer of the mortgage to the Depository for its recordkeeping by the Depository.

**19.3.** The rule provided for in clause 20.2 of these Terms and Conditions shall also apply in the case of crediting by the Depository to the Securities Account of the mortgage written-off from another Securities Account opened with the Depository.

**19.4.** When the mortgage is removed from the depository recordkeeping, the Depository shall make a record of encumbrances and transactions that, according to the records on the Securities Accounts entered into the depository accounting system, are valid for such mortgage at the time of termination of its depository recordkeeping with the Depository.

**19.5.** In case of mandatory depository recordkeeping of the mortgage, the Bailor shall indicate in the Order to write off the mortgage the purpose of de-registration of the mortgage:

- to transfer it to another depositary;
- to provide it to the courts;
- to provide it to law enforcement agencies, bailiffs who have cases related to real estate objects and/or their rightholders;
- to transfer it to the body that carries out the state registration of rights.

**19.6.** Writing-off of the mortgage from the Securities Account upon termination of its recordkeeping by the Depositary shall be carried out not later than on the business day following the day of the occurrence of the following events (whichever is later):

- writing-off of the mortgage from the Securities Account upon termination of its recordkeeping by the Depositary;
- emergence of grounds for crediting the mortgage to another Securities Account opened with the Depositary.

**19.7.** The rule provided for in clause 19.6 of these Terms and Conditions shall also apply in the event that the Depositary writes-off the mortgage from the Securities Account credited to another Securities Account opened with the Depositary.

**19.8.** The completion of the depository transaction to withdraw the mortgage from custody and recordkeeping shall be the transfer to the Bailor of the following documents:

- the account transaction statement provided to Transaction Initiator in the form specified in Appendix No. 21 to these Terms and Conditions;
- mortgage;
- the Mortgage Acceptance Certificate in two copies, one of which shall be signed by the Bailor or an authorized person and transferred to the Depositary.

## **20. *Transfer of Securities***

**20.1.** The securities transfer transaction shall constitute the transfer of securities from the Bailor's Securities Account to another Securities Account of the same Bailor, or to another Bailor's Securities Account, or the transfer of securities between the Securities Account Sections (Securities Sub-Account Sections) within one Securities Account (Securities Sub-Account), between Securities Sub-Accounts of one Securities Account or to the Securities Account opened with the Depositary. The securities transfer transaction shall be carried out on the basis of one Order signed by two Transaction Initiators, or two Counter-Orders of the Transaction Initiators, unless otherwise provided for by the Basic Standard or these Terms and Conditions.

**20.2.** The securities transfer transaction shall also be carried out on the basis of the Bailor's will (in cases of transfer between securities accounts or sections opened to one Bailor), as well as civil law transactions / agreements, namely, gift and inheritance agreements

**20.3.** The following documents shall be submitted for the securities transfer transaction:

- Transaction Initiator's Order;
- the Depositary's official order.

**20.4.** The securities transfer transaction from one Bailor's Securities Account Section (Securities Sub-Account Section) to another Bailor's Securities Account Section (Securities Sub-Account Section) shall be carried out on the condition that the total number of securities recognized in the Bailor's Securities Account and/or held in custody with the Depositary remains unchanged.

**20.5. Outgoing documents:**

- the Account Transaction Statement provided to the Transaction Initiator in the form specified in Appendix No. 21 to these Terms and Conditions.
- Statement from the Securities Sub-Account

**20.6. Features of the transfer transaction in respect of securities recognized on the Securities Sub-Account:**

**20.6.1.** Transfer of securities to the Securities Sub-Account Section from another section of such Securities Sub-Account or any other Securities Account / Securities Sub-Account or to the Securities Account opened with the Depository.

**20.6.2. Incoming documents:**

- the Clearing Organization's Transfer Order in the form of Appendix No. 43 to these Terms and Conditions, or
- The Depository's official order on the basis of documents of bailiffs or preliminary investigation bodies adopted in accordance with the current legislation of the Russian Federation in respect of securities recognized on the Securities Sub-Account, or a document of the issuer (a person obligated by securities) or the Registrar, or the Custody Location Depository, or a foreign organization that performs recordkeeping of rights to securities and transfer of rights to securities requiring a global transaction, unless otherwise provided for by the terms and conditions of the Clearing Securities Account Agreement.

**20.6.3.** The Clearing Organization Bailor's Transfer Order shall be executed by the Depository only if there is a counter-order. Both orders for the Securities Sub-Accounts of the clearing Securities Account can be combined into one if the Transaction Initiator in both orders is the Clearing Organization.

**20.6.4. Outgoing documents:**

- Statement from the Securities Sub-Account
- An account statement provided to the Transaction Initiator in the form specified in Appendix No. 21 to these Terms and Conditions, or in the form of an electronic document in XML format specified in Appendix No. 39 to these Terms and Conditions.

**21. *Relocation of securities***

**21.1.** The securities relocation transaction shall constitute change in the securities custody by the Depository.

**21.2.** When relocating securities, the number of securities recognized in the Bailor's Securities Account / Securities Sub-Account shall not be changed. The transaction of writing off the securities being relocated from one Custodial Securities Account (Custodial Securities Sub-Account) and the transaction of crediting to another Custodial Securities Account (Custodial Securities Sub-Account) within one or more custody locations, or writing off the securities being relocated from one Custodial Securities Account Section (Custodial Securities Sub-Account Section) to another Section of the same Custodial Securities Account (Custodial Securities Sub-Account) (changing the custody location section).

**21.3.** The transfer transaction shall be carried out on the basis of:

- the Transaction Initiator's Order in the form of Appendix No. 14 to these Terms and Conditions (for Securities Accounts) or Appendix No. 41 to these Terms and Conditions (for Securities Sub-Accounts if the Initiator has authority, unless otherwise provided for by the terms and conditions of the Clearing Securities Account Agreement);

- notifying the registrar of the transaction performed on the personal account of the Depository's nominee holder or a report on the transaction performed on the Securities Account of the Depository's nominee holder with another Depository.

- documents confirming the crediting or writing-off of securities to the Depository's account (from the Depository's account):

**21.4.** Outgoing documents:

- Statement from the Securities Sub-Account,

- An account statement provided to the Transaction Initiator and the Depository's Client in the form specified in Appendix No. 21 to these Terms and Conditions, or in the form of an electronic document in XML format specified in Appendix No. 39 to these Terms and Conditions.

**21.5.** The relocation of securities shall be carried out not later than on the business day following the day of receipt by the Depository of the last of the two documents confirming the crediting or writing-off of securities to the Depository's account (from the Depository's account).

**21.6.** Only the Clearing Organization shall have the right to submit an order for the relocation of securities, the rights to which are recognized on the Securities Sub-Accounts.

**22. *Crediting / writing-off of securities on Securities Accounts as part of the Delivery versus Payment procedure with a higher depository***

The Depository SPB Bank, PJSC shall facilitate the implementation of Delivery versus Payment (DVP) Transactions for Bailors who have acceded to the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC by sending instructions to a higher depository for DVP calculations and reflecting the crediting / writing-off of securities on the Securities Accounts. The Bailor shall not have the right to submit to the Depository orders for Delivery versus Payment (DVP) Transactions for transactions that were made by the Bailor independently not within the framework of the Agreement for Provision of Services on Financial Markets in accordance with the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC.

**22.2.** The Delivery versus Payment (DVP) Transactions shall not be carried out with securities held in the Trading Securities Accounts of the securities holders, nominee holder, foreign nominee holder, foreign authorized holder and trustee, and Securities Sub-Accounts.

**22.3.** The Depository shall provide the Transaction Initiator with the Account Transaction Statement not later than on the business day following the day of the specified transaction.

**22.4.** The order under the Delivery versus Payment (DVP) Procedure shall be sent to the Custody Location Depository or a foreign organization that records the rights to securities and transfers the rights to securities and/or performs records, transfers of rights and custody of the Depository's Bailors' locked-up certificated securities for the purposes of DVP transaction in the ICSC by the Depository within one (1) business day from the date of fulfillment of the terms and conditions specified in clause 22.1 of these Terms and Conditions.

**22.5.** Outgoing documents:

**22.6.** Statement of account transactions provided to the Transaction Initiator. If the Bailor's funds are insufficient to carry out the Delivery versus Payment Procedure, the Depository shall not

send orders to the settlement depository or to the Custody Location Depository for the purposes of DVP implementation in the ICSC. The Depository shall not be responsible for non-fulfillment or untimely execution of the Bailor's Order if it was caused by the lack of a sufficient number of securities and/or the Bailor's failure to send the sufficient amount of funds.

**22.7.** In case of non-fulfillment of settlements, the Depository shall notify the Bailor by sending a notification about the reason for non-fulfillment of settlements under the Delivery versus Payment Procedure upon receipt of information from the settlement depository or the Custody Location Depository and/or the ICSC about the reason for non-fulfillment of settlements, not later than on the next business day.

**22.8. Features of the Implementation of Back-to-Back Transactions.**

**22.8.1.** In order to perform back-to-back transactions, the Bailor shall initiate the opening by the Depository of the Individual Account with the ICSC to recognize the Bailor's funds. The opening of the Individual Account shall be carried out in accordance with the requirements and the procedure defined by the Custody Location Depository, which has the right to open Individual Accounts with the ICSC. The back-to-back transactions shall not be carried out with securities held in the Trading Securities Accounts of the securities holders, nominee holder, foreign nominee holder, foreign authorized holder and trustee.

**22.8.2.** In order to carry out the back-to-back transaction, the Bailor shall ensure that the funds necessary for settlements are credited to the account of SPB Bank, PJSC.

**22.8.3.** The funds shall be secured in the bank account with SPB Bank, PJSC no later than 12.00 Moscow time 1 business day before the settlement date.

**22.8.4.** In case of the Bailor's insufficient funds for the back-to-back transaction, the Depository shall not send orders for conducting the transaction to the ICSC. The Depository shall not be responsible for non-fulfillment or untimely fulfillment of the Bailor's Orders if it was caused by the lack of sufficient funds.

**22.8.5.** In case of non-fulfillment of settlements under the back-to-back transaction, the Depository shall notify the Transaction Initiator not later than on the next business day upon receipt of information about the reason for non-fulfillment of settlements.

**22.8.6.** The Bailor is notified that the ICSC performs back-to-back transactions only to the extent practicable, and therefore, the Depository shall not be responsible and shall not guarantee the execution of the Bailor's Orders for back-to-back transactions.

**22.8.7.** After the execution of the back-to-back transaction, the Depository shall provide the Transaction Initiator with the Account Transaction Statement containing information on the number of securities not later than on the business day following the day of the specified transaction.

**22.8.8.** Outgoing documents:

- Statement of account transactions provided to the Transaction Initiator.

**22.8.9.** When making back-to-back settlements in the ICSC, the Bailor is notified that during the Securities Delivery versus Payment Transaction, where securities are written-off from the Individual Account to the counterparty account for the counterparty's payment, the Individual Account and the counterparty account shall be opened with the same ICSC.

**23. Features of Crediting / Writing-off Securities to the Non-Identified Persons / Entities**

## ***Account***

**23.1.** The basis for crediting (writing-off) securities to (from) the Non-Identified Persons / Entities Account in cases not described in paragraph 11 of Article 8.5 of Federal Law No. 39-Φ3 “On Securities Market” dated 22.04.1996 shall be acceptance by the Depository of the documents provided for in these Terms and Conditions.

**23.2.** Securities shall be credited to the Non-Identified Persons / Entities Account by the Depository not later than on the business day following the day of receipt of a document (notification / report, etc.) confirming the crediting of securities to the nominee holder’s personal account opened to the Depository with the securities holders register, the nominee holder’s Securities Account or the account of a person acting in the interests of other persons in a foreign organization that records rights to securities.

**23.3.** Crediting to the Non-Identified Persons / Entities Account of foreign financial instruments that are not qualified as securities shall not require the Bailor’s / Depository’s Client’s consent or order in the absence of the Bailor’s / Depository’s Client’s FFI Account opened with the Depository.

**23.4.** Upon receipt by the Depository of the above document and in the absence of the grounds for crediting securities to the Securities Account, including in case of prohibition on crediting caused by the sanctions of unfriendly countries, the Depository shall credit them to the Non-Identified Persons / Entities Account.

**23.5.** If the balance of securities on the Depository’s account remains unchanged, securities shall be written-off from the Non-Identified Persons / Entities Account not later than on the business day following the day of the occurrence of the grounds for crediting securities to the securities account opened with the Depository.

**23.6.** The writing-off of securities from the Non-Identified Persons / Entities Account shall be carried out not later than on the business day following the day of receipt by the Depository of the document confirming the writing-off of securities from the Depository’s account, or the document confirming the person’s/entity’s removal from the sanctions list of unfriendly countries.

**23.7.** Securities may be written-off from the Non-Identified Persons / Entities Account in the event that the Depository, to which the nominal holder’s personal account has been opened by the registry holder upon the request of the Registry Holder, submits to it the order to write-off securities from such personal account and to credit them to the personal account of a registered person who has informed the Registry Holder of the inaccuracy of the submitted order, on the basis of which securities were previously written-off from its personal account and credited to the nominal holder’s personal account.

**23.8.** Securities shall also be subject to writing-off from the Non-Identified Persons / Entities Account after one (1) month from the date of crediting to the specified account of such securities or the securities that have been converted into them, except for any securities credited to the Non-Identified Persons / Entities Account due to the sanctions of unfriendly countries. At the same time, the number of securities recognized by the Depository in the Non-Identified Persons / Entities Account shall be equal to the number of the same securities recognized in the accounts of such Depository. Subject to a constant securities balance in the Depository’s account, securities shall be written off from the Non-Identified Persons / Entities Account not later than on the working day following the day when grounds arise for crediting securities to the securities account opened by the Depository.

**23.9.** In the case of the Depository's order (instruction) to write off securities recognized by it on the Non-Identified Persons / Entities Account from the nominee account opened to it, such order (instruction) shall contain an indication that the writing-off is carried out in connection with the return of securities.

**23.10.** The Depository shall carry out the writing-off of foreign financial instruments not qualified as securities from the Non-Identified Persons / Entities Account, and crediting them to the Bailor's / Depository's Client's account shall be carried out in the following cases:

- in case of opening the FFI Account by the Bailor / Depository's Client with the Depository;

- conversion of foreign financial instruments that are not qualified as securities into financial instruments whose parameters allow for qualifying them as securities.

**23.11.** Foreign financial instruments that are not qualified as securities, which are subject to recognition on the Non-Identified Persons / Entities Account shall be recognized by the Depository on a separate Non-Identified Persons / Entities Account intended for recognizing foreign financial instruments that are not qualified as securities.

#### ***24. Features of Maintaining of the Treasury Securities Account of the Issuer (Person Obligated by Securities)***

**24.1.** Securities placed (issued) by the issuer (the person obligated by securities) and acquired by it during their circulation may be credited by the Depository only to the treasury Securities Account of such issuer (the person obligated by securities).

**24.2.** Securities placed (issued) by the issuer (the person obligated by securities) and alienated by it during their circulation may be written-off by the Depository only from the treasury Securities Account of such issuer (the person obligated by securities).

**24.3.** The basis for crediting / writing-off securities within the framework of the issuer's treasury Securities Account shall be acceptance by the Depository of the relevant issuer's order (Appendix No. 14 to these Terms and Conditions).

**24.4.** The Depository shall have the right to open trading treasury Securities Account of the issuer (of the person obligated by securities) in accordance with Federal Law No. 7-Φ3 "On Clearing and Clearing Activities" dated February 7, 2011.

#### ***25. Features of Opening, Closing and Maintaining Trading Securities Accounts***

**25.1.** The Depository's reflection of transactions related to the fulfillment of obligations to transfer securities based on the clearing results shall be making entries on the crediting or writing-off the corresponding amount of the Bailor's securities on the Bailor's Trading Securities Accounts.

**25.2.** The Depository can open Trading Securities Accounts under the following conditions:

- opening a nominee holder's trading Securities Account or a nominee holder's Securities Sub-Account with another depository;

- if there is an indication of a clearing organization, by order (with consent) of which transactions are performed on the trading Securities Account.

**25.3.** When performing transactions on crediting securities to the nominee holder's Trading Securities Account opened to the Depository, or to its nominee holder's Securities Sub-Account, or when writing-off securities from these accounts, the corresponding transactions shall be carried out on the Trading Securities Accounts opened with the Depository.

**25.4.** In accordance with the legislation of the Russian Federation, including the regulatory



acts of the Bank of Russia, the grounds for crediting securities to the trading Securities Account opened with the Depository, or writing-off securities from the specified account shall be as follows:

1) the Clearing Organization's order in the form of the Order for the nominee holder's Securities Sub-Accounts, on which the rights to these securities are recognized, and/or the Clearing Organization's report on the clearing results; or

2) the Clearing Organization's order in the form of the Order for the nominee holder's trading Securities Accounts, on which the rights to these securities are recognized, and/or the Clearing Organization's report on the clearing results; or

3) the Bailor's order on the trading Securities Account opened with this Depository and the Clearing Organization's consent to the order on the nominee holder's trading Securities Account, which recognizes the rights to these securities with the Depository specified in clauses 2.1 and 2.2 of Order No. 12-12/ПЗ-Н of the Federal Financial Markets Service "On Approval of Regulations on Specifics of Opening and Closing Trading and Clearing Securities Accounts, and Transactions in above Accounts" dated 15.03.2012;

4) the Bailor's order to write off these securities from the trading Securities Account opened with this Depository, and the order from another Bailor to transfer them to another trading Securities Account opened with the same Depository, provided that such Depository is a clearing participant in respect of the clearing carried out by the clearing organization that is specified when opening such trading Securities Accounts. At the same time, obtaining a separate consent to perform such transactions shall not be required if the clearing rules provide that the clearing organization agrees to perform such transactions without applying for such consent.

**25.5.** The statement on the trading Securities Account and the transaction statement on the trading Securities Account shall be submitted by the Depository to the Bailor in the same manner and within the same time limits as established by these Terms and Conditions for their provision to the Bailors of the Securities Accounts that are not trading ones.

**25.6.** The Depository shall notify another Depository in which the nominee holder's trading Securities Account is opened (the nominee holder's Securities Sub-Account) of the seizure of securities, the registration of rights to which is carried out on the trading Securities Account opened with the Depository, by providing an account statement on account transactions.

The Depository shall immediately notify the clearing organization of the seizure of securities recognized on the Securities Sub-Account.

The seizure of the debtor's property located on the trading Securities Account and/or the Securities Sub-Account shall not prevent the execution by the clearing organization's order of transactions necessary for the fulfillment (termination) of obligations admitted to clearing as of the day when the Clearing Organization received information about the seizure, but not later than the day of its imposition.

**25.7.** The requirements of this article shall also apply to foreign nominee holders.

**25.8.** The closing of the trading Securities Account shall be carried out by the Depository with the consent of the relevant clearing organization.

## **Chapter VI. The Procedure for Performing Complex Transactions**

### ***26. The Transactions to Record (Register) Encumbrances of Securities and/or Restrictions on the Disposal of Securities***

**26.1.** Recording the encumbrance of securities and/or restrictions on the disposal of securities shall be carried out in accordance with federal laws, the terms of securities issue, or these Terms and Conditions.

**26.2.** The recording (registration) of encumbrances and/or restrictions on the disposal of securities shall constitute a transaction, as a result of which an entry (entries) is made (are made) on the Securities Account (account) indicating that:

- securities are encumbered with the rights of third parties, including in the case of securities pledge; and/or
- transactions with securities are restricted on the grounds stipulated by the Terms and Conditions, including due to the lender's retention of the debtor's property; and/or
- the securities have been seized; and/or
- transactions with securities are suspended, prohibited or restricted on the basis of federal law, by decision of the Bank of Russia or other legal grounds.

**26.3.** The recording of securities encumbrance shall be carried out on the basis of the Transaction Initiator's Order (Appendix No. 19 to these Terms and Conditions) on the Securities Owner's Securities Account and/or the Trustee's Securities Account, unless otherwise provided for by the legislation of the Russian Federation, including the regulations of the Bank of Russia and these Terms and Conditions

**26.4.** The Depository shall make an entry on securities encumbrance in the Securities Account of the owner, trustee or foreign authorized holder in the presence of information that identifies the person to which such encumbrance relates, and the provision of documents confirming the fact of securities encumbrance

**26.5.** The transactions on securities encumbrance in the form of a pledge shall be carried out on the basis of the documents signed by the pledgor and the pledgee. If it is necessary to confirm the pledgee's powers, the Depository shall have the right to request, and the pledgee shall provide the necessary documents.

The following documents shall be the basis for carrying out a transaction on securities encumbrance with liabilities in connection with the pledge:

- ✓ order (Appendix No. 16 to these Terms and Conditions) signed by the pledgee and the pledgor;
- ✓ documents confirming the pledgee's authority;
- ✓ a copy of the pledge agreement.

The Bailor who has the Nominee Account (Foreign Nominee Holder Account) with the Depository cannot pledge securities recognized in such account. The Bailor who has the Trustee Account with the Depository shall not have the right to pledge securities registered on such Securities Account to ensure the fulfillment of its own obligations (with the exception of obligations arising in connection with the execution of the relevant trust management agreement), obligations of its founders, or obligations of any other third parties.

**26.6.** An entry of the encumbrance in the form of a pledge shall contain information that the rights under the pledged securities are exercised by the pledgee, if this is established by the document defining the terms and conditions of the said encumbrance, as well as other mandatory information in accordance with the current legislation of the Russian Federation.

**26.7.** If one of the conditions for the securities encumbrance is also the restriction of their disposal, simultaneously with recording the securities encumbrance on the Securities Account, the restriction of the disposal of these securities shall be recorded.

The restriction on the securities disposal shall be recorded on the basis of the Bailor's Order (Appendix No. 19 to these Terms and Conditions), unless otherwise established by the legislation of the Russian Federation.

The restriction on the securities disposal shall be recorded by the Owner's Securities Account, the Trustee's Securities Account, the Nominee Holder's Securities Account, the Foreign Nominee Holder's Securities Account, and the Authorized Foreign Holder's Securities Account.

**26.8.** The restriction on the securities disposal shall be recorded in the following cases:

securities are seized;

securities are prohibited from circulation or blocked in accordance with the legislation of the Russian Federation;

securities are encumbered with the rights of third parties, including in the case of securities pledge or other security for the performance of obligations.

**26.9.** The transaction to record (register) the fact of restricting the securities disposal shall be carried out by making a receipt entry (transfer) in the Depository's depository accounting system according to the corresponding Securities Account Section on which these securities are recorded. Such Securities Account Sections shall be opened automatically on the basis of the Bailor's Order and/or documents confirming the blocking of securities / restriction of the securities disposal. At the same time, securities shall be written-off from the Securities Account Section on which they were recognized before recording (registering) the fact of restricting transactions with such securities in the manner indicated above.

**26.10.** Additional information may be entered into the depository accounting system with a description of the recorded restriction, as well as an indication of the grounds for recording (registering) the fact of restricting transactions with securities.

**26.11.** The fact of securities disposal shall be recorded (registered) on the basis of the Bailor's Order (Appendix No. 19 to these Terms and Conditions), unless otherwise established by the legislation of the Russian Federation or these Terms and Conditions.

If the information on the recording (registration) of the pledge right to the securities credited has been transferred to the Depository in respect of securities credited to the Securities Account, then the crediting of such securities to the Securities Account shall be allowed provided that the Depository performing the crediting of securities simultaneously records (registers) the pledge right in respect of the securities credited on the terms and conditions contained in the transferred information on the pledge right.

**26.12.** The writing-off by the Depository of securities in respect of which the right of pledge is recorded shall be carried out on the condition that the Depository transferring the securities submits information about the terms and conditions of the pledge and about the pledgee to another Depository or registrar accepting the securities, unless otherwise specified by the order for writing-off such securities or the order for recording restrictions on transactions with such securities. In this case, the order to write-off securities shall also be signed by the pledgee, unless otherwise provided for by federal laws or the Agreement.

**26.13.** The Terms and Conditions may specify the methods of transferring the specified information and the procedure for confirming its receipt. In the absence of confirmation of receipt of information about the conditions of the pledge and the pledgee from the Depository accepting the securities, the Depository transferring the securities shall refuse to execute the order to write off the securities in respect of which the pledge right is recorded.

**26.14.** In the cases provided for in Articles 72, 76 and 84.3 of Federal Law No. 208-ФЗ "On Joint Stock Companies" dated December 26, 1995 (hereinafter referred to as the Federal Law "On Joint Stock Companies"), the recording (registration) of restrictions on the disposal of securities submitted for redemption (acquisition) shall be carried out upon receipt of the relevant order (instruction) from the Bailor.

From the date of receipt by the Depository of the Bailor's order (instruction) on the exercise of its right to demand the redemption of shares in accordance with Article 76 of the Federal Law "On Joint Stock Companies" or the order (instruction) on sending an application for the sale of securities in accordance with Articles 72 and 84.3 of the Federal Law "On Joint Stock Companies" and until the date of making an entry of the transfer of rights to these securities to the company on the Depository's Account or until the date of receipt by the Depository of information about the receipt by the company's registrar of the revocation by the owner of the securities of its claim (statement), the Bailor shall not be entitled to dispose of the securities presented for redemption (securities to be sold), including to pledge or encumber them in other ways, about which the Depository shall, without the Bailor's order, make an entry of the establishment of such a restriction on the account, on which the rights of the person who submitted a claim (statement) for securities are recognized.

**26.15.** In the case provided for in paragraph 8 of Article 84.7 of the Federal Law "On Joint Stock Companies", the recording (registration) of restrictions on the disposal of securities shall be carried out on the basis of the Bailor's Order on the transfer of redeemable securities to a person who independently or jointly with its affiliates owns more than 95 percent of the total number of the issuer's shares specified in paragraph 1 of Article 84.1 of the Federal Law "On Joint Stock Companies".

**26.16.** In accordance with the regulations of the Bank of Russia, the recording (registration) of blocking transactions with securities redeemable in accordance with Article 84.8 of the Federal Law "On Joint Stock Companies" shall be carried out on the basis of a document confirming the blocking of such securities recognized in the Depository's Account (Accounts) without the Order (Instruction) of the person to whom the Securities Account is opened. An entry of the recording (registration) of blocking transactions with redeemable securities shall be made as of the end of the operating day of the date on which the owners of the redeemable securities are determined (recorded).

**26.17.** The Depository who has received a message from the Nominee Holder Bailor or the foreign nominee holder in connection with the seizure of its Bailors' Securities Accounts shall make an entry on the establishment of an appropriate restriction on the nominee holder's Securities Account or the foreign nominee holder's Securities Account on the basis of documents provided for by the Terms and Conditions.

**26.18.** The Depository shall make an entry of the establishment of restrictions on the securities disposal on the basis of the following documents from the authorized bodies:

- a judicial act (a copy of the judicial act certified by the court), including a court ruling on securing a claim;
- the writ of execution, the bailiff's decision, or other executive documents certified by the issuing authorities;
- act of the Bank of Russia;
- other documents of authorized state bodies provided for by the legislation of the Russian Federation.

**26.19.** In accordance with paragraph 5 of Article 82 of Federal Law No. 229-ФЗ "On Enforcement Proceedings" dated October 02, 2007, an entry on the establishment of restrictions on the securities disposal entered into the Securities Account in execution of the arrest imposed by the bailiff on the debtor's securities when foreclosing on its property does not prevent the commission of actions for their repayment, payment of income on them, and their conversion or exchange for other securities if such actions are provided for by the terms and conditions of the issue of seized securities and are not prohibited by the resolution on the seizure of securities.

**26.20.** The limitation of transactions with the issue of securities shall be recorded by making an entry in the accounting register containing information about this issue of securities.

**27. *The Transactions to Record the Termination of Securities Encumbrances and/or the Removal of Restrictions on the Disposal of Securities***

**27.1.** The recording (registration) of termination of securities encumbrances and/or restrictions on the securities transactions shall constitute a transaction, as a result of which an entry (entries) is made (are made) on the Securities Account (account) indicating that:

- securities are exempt from encumbrance by the rights of third parties;
- the securities seizure has been removed;
- the restriction has been removed from securities transactions in accordance with the grounds established by the Terms and Conditions;
- the restriction established in accordance with the requirements of the legislation of the Russian Federation has been removed from transactions with securities.

**27.2.** The writing-off of securities in respect of which, at the time of such writing-off, the fact of restricting transactions with them was recorded (registered), except in the cases provided for by the legislation of the Russian Federation, shall not be allowed.

**27.3.** The write-off of securities in respect of which the right of pledge was recorded (registered) at the time of such write-off may be carried out if this is provided for by the terms and conditions of the pledge. At the same time, the Order to write off the pledged securities shall also be signed by the pledgee, and the condition for the writing-off by the Depository of such securities shall also be the transfer of information about the terms and conditions of the pledge to another depository or another person who will recognize the rights of the owner, trustee or foreign authorized holder to such securities (crediting these securities to the relevant Securities Accounts shall be allowed provided simultaneous recording (registration) by the depository performing the crediting of securities, right of pledge in respect of the securities credited under the same terms and conditions).

**27.4.** Securities in respect of which the right of pledge is recorded (registered) may be written-off from the Securities Account on the basis of a request (order) of the pledgee or notary public who carries out extrajudicial foreclosure on these securities in accordance with the legislation of the Russian Federation.

**27.5.** In case of pledge termination, as well as if the securities that are the subject of the pledge were sold out of court at auction or left to the pledgee, the recording (registration) of the fact of removing the encumbrance of securities by the pledge shall be carried out on the basis of the relevant Order (Appendix No. 16 to these Terms and Conditions) signed by the pledgee, or the pledgor and the pledgee (if this follows from the terms and conditions of the pledge), and other documents if their submission is provided for by this sub-clause.

**27.6.** In order to record (register) the fact of the pledge withdrawal, the following documents shall be submitted:

- in case of foreclosure on pledged securities out of court, the original or a notarized copy of the relevant agreement of the parties under the pledge agreement (the agreement on the main obligation secured by the pledge in the absence of a separate pledge agreement);
- if a commission agreement has been concluded for the sale of pledged securities, the original or a copy certified by a notary public or the Bailor of the specified commission agreement and the commission agent's report with information on the sale of securities;
- if the sale of pledged securities is carried out under the purchase agreement executed in writing, the original or a copy certified by a notary public or the Bailor of the purchase agreement of securities that are the subject of pledge;
- if the pledgee has retained the securities that are the subject of pledge, the original or a copy certified by a notary public or the Bailor of the protocol confirming failed repeated

auctions of the sale of securities and/or other documents that were the basis for the pledgee to retain the securities;

- when foreclosing on pledged securities on the basis of a court decision, the original or a notarized copy of the said decision, which has entered into legal force, is presented. If the securities that are the subject of pledge were sold at auction on the basis of a court decision, recording (registration) of the fact of removing the encumbrance of securities by pledge shall be carried out on the basis of the relevant decision (resolution) of the bailiff (submission of the depositary order, the relevant court decision and other documents specified above shall not be required).

**27.7.** The Depositary shall have the right to provide, at the request of the pledgee, information on the pledge rights recorded in its favor for securities recognized in the Pledgor's Securities Account (hereinafter referred to as the "information on pledge rights").

**27.8.** The pledgee's request to provide information on pledge rights shall contain the following information:

- information about the pledgor and the pledgee (surname, name and patronymic for individuals, and full corporate name for legal entities);
- number and date of the pledge agreement;
- identifying features of securities that are the subject of pledge (issuer's name, category, type of security, state registration number / ISIN).

The pledgee's request may include other requested information.

**27.9.** The request shall be signed by the pledgee's authorized person, with the provision of documents confirming the authority to the Depositary.

In case of non-compliance with the above terms and conditions, the Depositary shall leave the pledgee's request without consideration, of which the Depositary shall inform pledgee / the pledgee's representative orally. At the same time, a written reasoned refusal shall not be provided to the pledgee.

**27.10.** When providing information about the rights of the pledge, the Depositary shall have the right to specify the following information:

- the number of securities, the right of pledge for which is recorded on the Securities Accounts in favor of the pledgee;
- the surname, name and patronymic of each individual pledgor, full name of each legal entity pledgor;
- the number of the pledgor's Securities Account on which the pledged securities are recognized;
- identifying features of securities;
- the number and date of the pledge agreement (if this information was indicated in the documents that served as the basis for recording the encumbrance of securities / removing the encumbrance of securities).

The deadline for the provision of information by the Depositary shall be fifteen (15) business days after the receipt of the request by the Depositary.

**27.11.** The transaction to record (register) the fact of removing the restriction of transactions with securities shall be carried out on the same Securities Account for which the fact of their restriction was recorded (registered).

**27.12.** Recording (registration) of the fact of removing these restrictions shall be carried out by making an expenditure record (making a transfer) according to the Section of the corresponding Securities Account on which the fact of limiting transactions with securities was recorded (registered). In this case, the securities shall be transferred to another Section of the Bailor's Securities Account.

Additional information may be entered into the depository accounting system with a description of the removed restriction, as well as an indication of the reason for such removal.

**27.13.** Recording (registration) of the fact of removing the restriction of transactions with securities shall be carried out on the basis of the Bailor's Order (Appendix No. 19 to these Terms and Conditions), unless otherwise established by the legislation of the Russian Federation or these Terms and Conditions.

The order shall be provided with a mandatory indication of the grounds for removing restrictions on transactions with securities.

**27.14.** In order to carry out transactions of recording (registration) of the fact of removing the restriction of transactions with securities, the following documents shall be provided:

- Order (if the restriction of securities transactions arose on the basis of the Bailor's Order);
- other documents if their provision is provided for by the legislation of the Russian Federation.

**27.15.** Outgoing documents:

- Statement of account transactions provided to the Transaction Initiator.

**27.16.** In case of the pledge termination, as well as if the securities that are the subject of the pledge were sold out of court at organized auctions or left to the pledgee, the recording (registration) of the removal of the securities encumbrance shall be carried out on the basis of the corresponding Order signed by the pledgee, or the pledgor and the pledgee, and documents confirming the sale of securities on the organized market or documents confirming the abandonment of securities to the pledgee.

**27.17.** If the securities that are the subject of pledge were sold at organized auctions on the basis of a court decision, the recording (registration) of the removal of the securities encumbrance shall be carried out on the basis of the relevant bailiff's decision (resolution).

**27.18.** Recording the removal of restrictions on the disposal of securities submitted for redemption (acquisition) in the cases provided for in Articles 72, 76 and 84.3 of the Federal Law "On Joint Stock Companies" in respect of shares subject to redemption (acquisition) shall be carried out subject to the occurrence of circumstances established by the legislation of the Russian Federation on the basis of the report on the transaction of the Depository Account and, if it is provided for by the Terms and Conditions, the Official Order.

**27.19.** Recording the removal of restrictions on the disposal of securities in the case provided for in paragraph 8 of Article 84.7 of the Federal Law "On Joint Stock Companies" on the owner's Securities Account shall be carried out on the basis of a report on the transaction on the Depository's Account and, if provided for by the Terms and Conditions, the Official Order.

**27.20.** In accordance with the regulations of the Bank of Russia, the removal of restrictions on the disposal of securities repurchased in accordance with Article 84.8 of the Federal Law "On Joint Stock Companies" shall be recorded on the basis of a document confirming the termination of restrictions on transactions with these securities on the account (accounts) opened to the Depository.

**27.21.** The Depository who has received a message from the Nominee Holder Bailor, the foreign nominee holder, or the foreign authorized holder in connection with the seizure of its Bailors' / Clients' Securities Accounts shall make an entry on the establishment of an appropriate restriction on the nominee holder's Securities Account, the foreign nominee holder's Securities Account, or the foreign authorized holder's Securities Account on the basis of documents provided for by the Terms and Conditions.

**27.22.** The Depository shall make an entry of the termination of restriction on the securities disposal on the basis of the following documents from the authorized bodies:

- a judicial act (a copy of the judicial act certified by the court), including a court ruling on securing a claim;
- the bailiff's decision, or other executive documents certified by the issuing authorities;
- act of the Bank of Russia;
- other documents of authorized state bodies provided for by the legislation of the Russian Federation.

**27.23.** Removal of restrictions on transactions with the issue of securities shall be recorded by making an entry in the accounting register containing information about this issue of securities.

## **Chapter VII. Procedure for Performing Global Transactions**

Global transactions shall be initiated by the issuer and are associated with corporate actions.

Global transactions include:

- conversion / exchange;
- redemption (cancellation) of securities issue;
- splitting or consolidation of securities;
- consolidation of additional issues of equity securities;
- cancellation of the individual number (code) of the additional issue of equity securities.

Transactions related to the conversion / exchange, distribution of additional securities, redemption (cancellation) of the issue of securities recognized in the Depository's Accounts shall be performed only after receiving a notification (report, statement) for each Depository's Account, which recognizes securities falling under this Corporate Action, those from the register holder, Higher Depositories that the required number of securities has been credited / written-off to the Depository's Account / from the Depository's Account. In the event of a discrepancy on the date of recording the list of securities holders, the Depository's accounting data (the total number of securities issued on the active account of this custody location equal to the number of securities issued on the Bailors' passive Securities Accounts and the Non-Identified Persons / Entities Account) and the register holder or the higher Depository (securities balances on the statement of the register holder or the Higher Depository) associated with the difference in the time of execution of the transaction by the register holder (the Higher Depository) and the Depository, the transaction shall be performed taking into account the settlement of these discrepancies.

The Bailor or the Depository's Client shall have the right to exercise their rights on securities (including the right to participate in the Issuer's corporate action), which are recorded in their Securities Accounts (Securities Sub-Accounts) by providing the Depository with the Order in the form of the Order to participate in a voluntary corporate action submitted in XML format through the communication channels established by the Terms and Conditions intended for transmitting orders to the Depository (the field formats of the above Order are given in Appendix 39 to the Terms and Conditions). The above order in XML format shall be submitted in all cases of the Bailor's / Depository's Client's participation in voluntary corporate actions, except in cases of transfer of the will on voting issues within the framework of shareholders' meetings in respect of



shareholders who are Russian securities issuers (in this single case, the Bailor / Depository's Client shall submit the Order in the form of Appendix No. 17 to the Terms and Conditions). The order to participate in a voluntary corporate action shall be submitted by the Bailor / Depository's Client not later than three (3) business days before the date on which the Issuer stops accepting documents for participation in the corporate action. In order to participate in the corporate action, in addition to the order, the Depository shall have the right to request additional information and documents if the Issuer requires such information and documents. In case of correct completion of the order, or timely submission of the order, necessary documents and information from the Bailor / Depository's Client, the Depository shall transfer the received documents to the Issuer. At the same time, the Depository shall not guarantee the Bailor's / Depository's Client's participation in the corporate action and shall not be responsible for the Bailor's / Depository's Client's non-participation in the corporate action if the Issuer, for reasons beyond the control of the Depository's actions, did not take into account the Bailor's / Depository's Client's desire to participate in the corporate action.

Global transactions shall be performed in securities accounts and sub-accounts of "C" type, if the Bailor / the Depository's Client is a non-resident and a foreign entity/national of an unfriendly country.

## **28. *Securities Conversion***

**28.1.** The securities conversion transaction includes the actions of the Depository related to the replacement (crediting, debiting) of securities of one issue on the Securities Accounts / Securities Sub-Accounts for securities of another issue in accordance with the set coefficient.

**28.2.** The conversion can be carried out:

- in respect of securities of one issuer issuing securities subject to further conversion into other securities of this issuer;

- in relation to securities of various issuers, during the reorganization of issuers (acquisition, merger, etc.).

**28.3.** At the same time, both mandatory conversion of securities, and voluntary one carried out only in respect of securities owners of which have agreed to the conversion shall be possible.

**28.4.** When converting the entire issue of securities in circulation, the Depository shall carry out the conversion transaction in respect of all Bailors who have securities of this issue in their Securities Accounts within the time limits determined by the issuer's decision, as well as subject to the availability of reports from all higher depositaries.

**28.5.** If the conversion is made at the Bailor's / Depository's Client's request, the Depository shall make the necessary records on the Securities Accounts / Securities Sub-Accounts only in respect of such Bailor / Depository's Client within the time limits determined by the issuer's decision, or within three (3) days from the date of receipt of all necessary documents from the registrar or another depositary.

**28.6.** The conversion transaction shall be carried out on the basis of:

- the issuer's decision on the conversion and the duly registered decision on the issue of the issuer's securities (issue prospectus);

- notifying the registrar of the securities conversion transaction carried out on the Depository's personal account and confirming the reconciliation of records by the registrar and the Depository;

- a report on the completed conversion transaction on the Securities Account of the Depository's nominee holder with another Depository;

- statement of the Bailor's intention to convert the securities belonging to it in accordance with the terms and conditions of the issue (in case of voluntary conversion).

**28.7.** Upon completion of the conversion transaction, the Account Transaction Statement shall be provided by the Depository.

### **29. *Redemption (Cancellation) of Securities***

**29.1.** The securities redemption (cancellation) transaction shall constitute the Depository's activities to write off the securities of the redeemed (canceled) issue from the Bailors' Securities Accounts / Securities Sub-Accounts.

**29.2.** Redemption (cancellation) of securities shall be made in the following cases:

- the issuer's liquidation;

- the issuer's decision to cancel or redeem securities;

- adoption by the state registration authority of a decision to recognize the issue of securities as invalid;

- judicial recognition of the issue of securities as invalid.

**29.3.** The securities redemption (cancellation) transaction shall be performed by the Depository within the time limits determined by the issuer's decision, or within three (3) days from the date of receipt of all necessary documents from the registrar or another depository.

**29.4.** The redemption (cancellation) transaction shall be carried out on the basis of:

- issuer's decision;

- documents confirming the fact of securities redemption by the issuer;

- notifying the registrar of the securities redemption (cancellation) transaction carried out on the Depository's personal account or the report on the completed redemption (cancellation) transaction on the Securities Account of the Depository's nominal holder with another Depository.

**29.5.** Upon completion of the securities redemption (cancellation) transaction, the Account Transaction Statement shall be provided by the Depository.

### **30. *Splitting or Consolidation of Securities***

**30.1.** The transaction of splitting or consolidation of securities shall constitute the reduction (increase) by the Depository of the nominal value of securities in respect of a certain issue of securities, in which securities of this issue are converted in accordance with the set coefficient into similar securities of this issuer with the new nominal value.

**30.2.** The Depository shall make changes to the entries on the Securities Accounts in strict accordance with the decision on splitting or consolidation and the duly registered decision on the new issue of the issuer's securities (issue prospectus).

**30.3.** The Depository shall make records on the Securities Accounts reflecting the changes that have occurred as a result of the splitting or consolidation of securities within the time limits determined by the issuer's decision.

**30.4.** The transaction of splitting or consolidation of securities shall be carried out on the basis of:

- issuer's decision;
- notification of the registrar about the transaction of splitting or consolidation of securities on the personal account of the Depository's nominee holder or the report on the transaction of splitting or consolidation on the Securities Account of the Depository's nominee holder with another Depository;

**30.5.** The transaction of splitting or consolidation of securities shall be performed by the Depository within the time limits determined by the issuer's decision, or within three (3) days from the date of receipt of all necessary documents from the registrar or another depository.

**30.6.** Upon completion of the transaction of splitting or consolidation of securities, the Account Transaction Statement shall be provided by the Depository.

### ***31. Consolidation of Additional Issues of Equity Securities***

**31.1.** The consolidation of additional issues of equity securities shall constitute reflection of the consolidation of additional issues of equity securities in the Depository's Accounting Registers.

**31.2.** The Depository shall ensure after the transaction of consolidation of additional issues of equity securities that information on recognition of securities and transactions therewith before the issues are consolidated is stored in the Depository's depository accounting system and on the Bailors' Securities Accounts.

**31.3.** If the transaction of consolidation of additional issues of equity securities is carried out in respect of securities recognized on the Securities Account, the Depository shall notify the Bailor of the execution of such transaction. The notification shall contain:

- full name of the Depository, location, postal address, telephone, fax, e-mail address;
- full name of the issuer whose issues were consolidated;
- individual numbers (codes) of the consolidated issues of securities and the individual number (code) of the consolidated issue;
- the number of securities of the consolidated issue recognized on the Bailor's Securities Account;
- the date of the consolidation transaction of the issuer's securities issues;
- signature of the authorized employee and the Depository's seal.

**31.4.** The transaction of consolidation of additional issues of securities shall be performed by the Depository within one (1) business day from the date of receipt of all necessary documents from the registrar or another depository.

**31.5.** The transaction of consolidation of additional issues of equity securities shall be carried out on the basis of:

- the Depository's official order.

- notification of the registrar or the report of a higher depository on the transaction of consolidation of securities issues.

**31.6.** Upon completion of the transaction of consolidation of additional issues of equity securities, the Account Transaction Statement shall be provided by the Depository.

**32. *Cancellation of the Individual Number (Code) of the Additional Issue of Equity Securities***

**32.1.** The content of the transaction to cancel the individual number (code) of the additional issue of equity securities shall be reflected in the Depository's Accounting Registers of the cancellation of the individual number (code) of the additional issue of securities and consolidation of the securities of the additional issue with the securities of the issue in relation to which they are additional.

**32.2.** The Depository shall ensure that after the cancellation of the individual number (code) of the additional issue of securities and consolidation of the securities of the additional issue with the securities of the issue in relation to which they are additional, information on the recognition of the securities of the additional issue and transactions therewith shall be stored in the depository accounting system and on the Bailors' Securities Accounts until the cancellation of the individual number (code) of the additional issue of securities and consolidation of the securities of the additional issue with the securities of the issue in relation to which they are additional.

**32.3.** If the transaction of cancelling the individual number (code) of the additional issue of securities and consolidation of the securities of the additional issue with the securities of the issue in relation to which they are additional is carried out in respect of securities recognized in the Bailor's Securities Account, the Depository shall notify the Bailor of the execution of such transaction. The notification shall contain:

- full name of the Depository, location, postal address, telephone, fax, e-mail address;

- full name of the issuer whose issues were consolidated;

- the individual number (code) of the additional issue of securities and the individual number (code) of the issue in relation to which this issue is additional;

- the number of the issuer's securities recognized in the Bailor's Securities Account;

- the date of the code cancellation transaction;

- signature of the authorized employee and the Depository's seal.

**32.4.** The transaction of cancelling the individual number (code) of the additional issue of securities and consolidation of the securities of the additional issue with the securities of the issue in relation to which they are additional shall be carried out in respect of securities and shall be executed by the Depository within one (1) business day from the date of receipt of all necessary documents from the registrar or another depository.

**32.5.** The transaction of cancellation of the individual number (code) of the additional issue of equity securities shall be carried out on the basis of:

the Depository's official order.

the registrar's notification or the report of the higher depository on the cancellation of the individual number (code) of the additional issue of securities and consolidation of the securities of the additional issue with the securities of the issue in relation to which they are additional.

**32.6.** Upon completion of the transaction of cancellation of the individual number (code) of the additional issue of equity securities, the Account Transaction Statement shall be provided by the Depository.

**32.7** Crediting of securities in the distribution of additional securities

The content of the transaction shall be crediting in accordance with the issuer's decision to the Securities Accounts of Bailors who as of the date specified by the issuer have on their Securities Accounts non-zero balances of securities in proportion to which the distribution of additional securities of the new issue is carried out.

The transaction on the Securities Accounts shall be carried out in strict accordance with the issuer's decision on the distribution of additional securities of a new issue, the issuer's instructions on the procedure and stages of distribution, an extract from the register holder or another depository on the amount of additional securities actually credited to the Depository's Account as a nominee holder if the Depository acts as a nominee holder.

In case of discrepancy of the calculated data with the actual amount of additional securities credited, the Depository shall not conduct the transaction until the final settlement of the disputed situation.

Upon completion of the transaction of distribution of additional securities, the Account Transaction Statement shall be provided by the Depository.

### **33. *Correction of Erroneous Transactions***

**33.1** If an error is detected in the entry, the correction of which is allowed in accordance with the requirements of the legislation of the Russian Federation, the Depository shall be guided in its actions by the requirements of the legislation of the Russian Federation, including the regulations of the Bank of Russia and the Basic Standard.

**33.2** The transaction to correct erroneous transactions shall constitute the actions of the Depository to make corrective entries in the Depository's Recordkeeping Registers in order to eliminate errors made through the Depository's fault.

**33.3** The entries on the Securities Accounts, on which the rights to securities are recognized, shall be final from the date they are entered, that is, they cannot be changed or canceled by the Depository, except in cases where such entry is made without the Order of the person to whom the Securities Account is opened, or without another document that serves as the basis for the transaction, or in violation of the conditions contained in such Order or other document.

**33.4** If errors are detected in the entry, the correction of which is allowed, before the end of the business day following the day of making such entry, and provided that the Account Transaction Statement or the Securities Account Statement reflecting erroneous data have not been sent to the person to whom the Securities Account is opened, the Depository shall have the right to make corrective entries on the corresponding Securities Account necessary to eliminate the error.

**33.5** If errors are detected in the record, the correction of which is allowed, in cases not provided for in clause 33.3 of these Terms and Conditions, the Depository shall have the right to make corrective entries necessary to eliminate the error only with the consent of the person to whom the Securities Account is opened, or another person on whose behalf or request corrective entries can be made in accordance with the legislation of the Russian Federation or the Terms and Conditions.

**33.6** The Bailor shall return the securities unreasonably acquired by it as a result of errors in the entry on the Securities Account, or the securities into which they were converted, as well as shall transfer the received income and shall compensate for losses in accordance with the legislation of the Russian Federation. At the same time, the Depository shall recognize securities unreasonably credited to its Securities Account on the Non-Identified Persons / Entities Account and shall return the specified securities or securities into which they were converted to the personal account (Securities Account) of the person from which they were written-off not later than one business day from the date of receipt of the relevant reporting documents.

**33.7** In accordance with the legislation of the Russian Federation, the Depository shall recognize securities unreasonably credited to its nominee holder's Securities Account (nominee holder's personal account) on the Non-Identified Persons / Entities Account and shall return the specified securities or securities into which they were converted to the Securities Account (personal account) of the person from which they were written-off not later than the end of the business day from the date following the date of receipt of the relevant reporting documents from the Custody Location Depository (the Registrar).

**33.8** Correction of an error in the entry on the nominee holder's Securities Accounts or the foreign nominee holder's Securities Accounts shall be made by the Depository only after obtaining the consent of the person to whom such account is opened, or another person on whose behalf or at whose request corrective entries may be made in accordance with federal laws or the agreement, with the exception of correcting errors in the entry, correction of which is allowed, in the cases provided for in paragraph 3 of Article 8.5 of the Federal Law "On Securities Market".

#### **34. *Suspension and Resumption of Transactions on the Securities Account***

**34.1.** The suspension and resumption of transactions on Securities Accounts shall be carried out in cases stipulated by the legislation of the Russian Federation, including regulatory acts of the Bank of Russia, the Agreement, these Terms and Conditions or the conditions of securities issue.

**34.2.** The suspension of transactions on Securities Accounts in cases provided for by the legislation of the Russian Federation on countering the laundering of proceeds from crime and the financing of terrorism shall be carried out in accordance with the procedure defined in the rules of internal control developed by the Depository in order to counter the laundering of proceeds from crime and the financing of terrorism.

**34.3.** The Terms and Conditions shall provide for the suspension of transactions on the liquidated Bailor's Securities Account.

**34.4.** Suspension of transactions on Securities Accounts in cases of occurrence of outstanding debts of the Bailor to the Depository and resumption of transactions on Securities

Accounts after repayment of the debt shall be carried out in accordance with the procedure established by the Agreement.

**34.5.** In case of non-fulfillment or violation of the terms and conditions of the Agreement / provisions of these Terms and Conditions by the Bailor, the Depository shall have the right not to execute the Bailor's Orders on the Bailor's Securities Account related to the writing-off and crediting of securities.

**34.6.** In case of receipt by the Depository of the relevant requests from the competent state authorities, the Depository shall suspend transactions on the Bailor's Securities Account in the amount specified in the received request. The Depository shall notify the Bailor of the suspension of transactions on the Securities Account within three (3) business days from the date of suspension of transactions.

**34.7.** In case of reorganization of the issuer (issuers), transactions with equity securities of the reorganized issuer (reorganized issuers) on the Securities Accounts shall be suspended not later than on the day following the day the Depository receives the notification of suspension of transactions with equity securities of the reorganized issuer (reorganized issuers) from the register holder who opened the personal account / Securities Account of the Depository's nominee holder.

**34.8.** The resumption of transactions on the Bailor's Securities Account shall be possible if the circumstances that caused their suspension are eliminated.

**34.9.** In case of reorganization of the issuer (issuers), transactions with equity securities of the reorganized issuer (reorganized issuers) on the Securities Accounts shall be resumed from the date following the date the Depository receives the notification of the resumption of transactions with equity securities of the reorganized issuer (reorganized issuers) from the register holder that opened the personal account / Securities Account of the Depository's nominee holder.

**34.10.** The requirements of sub-clauses 34.3 and 34.5 of these Terms and Conditions shall not apply to transactions with securities that are not subject to conversion due to the reorganization of their issuer, as well as in cases of replacement of the issuer of bonds during its reorganization.

**34.11.** The Depository to which the nominee holder's personal account (Securities Account) is opened, on which the equity securities of the reorganized issuer (reorganized issuers) are recognized, shall send notifications of suspension or resumption of transactions with the corresponding securities on the day of receipt of the relevant notification to the persons to whom it has opened the nominee holder's Securities Accounts and the foreign nominee holder's Securities Accounts, on which such securities are recognized.

**34.12.** If the Bailor's death certificate is submitted to the Depository, transactions on the Securities Account of such Bailor shall be suspended until the transfer of ownership of the securities belonging to it by inheritance to other persons in accordance with the will or the legislation of the Russian Federation.

**34.13.** From the date of suspension of transactions in accordance with sub-clauses 34.3 and 34.5 of these Terms and Conditions, the Depositories shall not be entitled to perform writing-off and crediting transactions of securities in respect of which transactions are suspended, except for their writing-off or crediting on the grounds provided for by the legislation of the Russian Federation, as well as in connection with changing the balance of such securities on the nominee holder's personal account / Securities Account opened with the Depository.

## **Chapter VIII. Procedure for Performing Information Transactions**

### ***35. Formation of the Securities Account Statement / Securities Sub-Account Statement***

**35.1.** The transaction of forming the Securities Account Statement / Securities Sub-Account Statement shall constitute the Depository's registration and issuance to the Bailor / Depository's Client of information about the status of the Securities Account / Securities Sub-Account.

**35.2.** The Bailors / Depository's Clients shall be provided with the Securities Account Statement / Securities Sub-Account Statement as of the certain date.

**35.3.** The Securities Account Statement / Securities Sub-Account Statement can be of several types:

for all securities on the Securities Account / Securities Sub-Account;

for one or more issues of securities.

**35.4.** The transaction of forming the Securities Account Statement / Securities Sub-Account Statement shall be carried out on the basis of:

- Transaction Initiator's Order;

- request of state or other bodies in accordance with the legislation of the Russian Federation.

**35.5.** Outgoing documents:

- Securities Account Statement / Securities Sub-Account Statement provided to the Bailor / Depository's Client and/or other persons listed in the written Bailor's / Depository's Client's instruction.

The statements shall be transferred to the Bailor by the methods and at the address (addresses) determined by the Bailor according to the Application for Accession to the Terms and Conditions and the Questionnaire provided or other Bailor's subsequent written documents submitted to the Depository, the specifications of the statements used in the exchange of electronic documents in XML format are given in Appendix 39 of the Terms and Conditions.

The statements and reports of the Depository shall be considered to have been received by the Bailor (the Depository's Client) at the time of uploading them into the electronic interaction system of the Client and the Depository (Personal Account of D&B Systems, LLC, EDMS of NP RTS, SFTP server) specified in the current Bailor Questionnaire or another current order of the Bailor (the Depository's Client) in writing.

If it is impossible to transfer the Depository's statements and reports to the Bailor / Depository's Client according to the chosen channel of electronic interaction, the Depository shall inform the Bailor's / Depository's Client's authorized persons, shall form reports and extracts in ABS Diasoft, and shall wait for either the separate Bailor's / Depository's Client's order (instruction) containing a new method of providing the Depository's reports and statements (from among the methods specified in these Terms and Conditions), or the Bailor's / Depository's Client's appearance at the Depository's location for the transfer of reports and statements in hard copy. In case of the Bailor's / Depository's Client's appearance due to the inability to transfer the Depository's statements and reports, the Bailor's / Depository's Client's representative



authorized to receive statements and reports shall sign copies of the received statements or reports in hard copy, after which the specified document is placed in the Bailor's / Depository's Client's dossier.

If the Client has joined the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC, and in the Application for Accession to the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC, indicated the possibility of uploading reports to the Bank's SFTP server, and also chose the specified method of providing Depository reports and statements in the Bailor / Securities Account Trustee, Operator and Holder Questionnaire, the Depository shall provide such Bailor with the opportunity to download Depository reports and statements, as well as other documents from the Bank's SFTP server at edo.besteffortsbank.ru:4221. The Bailor's access to the SFTP server shall be carried out by providing the Bank with a password and login to the Bailor. The password and login to the SFTP server shall be transferred from the Bank to the Client according to the certificate of acceptance in the form specified in Appendix No. 13g to the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC. Documents transfer to the Client from the Bank using the SFTP server shall be carried out in accordance with the Rules for Electronic Document Exchange Using the SFTP Server specified in Appendix No. 10e to the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC.

**35.6.** In accordance with the regulations of the Bank of Russia, the Securities Account Statement / Securities Sub-Account Statement or other Depository's document issued to the Bailor / Depository's Client and confirming their rights to securities on a certain calendar date may contain information on the number of securities in such Securities Account / Securities Sub-Account only at the end of the operating day for the corresponding calendar date.

**35.7.** The statement may contain information on the number of securities in the Securities Account / Securities Sub-Account at the beginning of the current operating day if it indicates that it was issued for the purposes of sending a proposal to include certain items in the agenda, proposals to nominate candidates to the company's management bodies and other bodies, or a request to hold an extraordinary general meeting of shareholders.

**35.8.** Information on the number of securities on the Bailor's Securities Account / Depositor's Client's Securities Sub-Account may, at the Bailor's request, be provided as of any time before the end of the Operating Day.

In this case, when the Depository provides the Bailor / Depository's Client with the information specified in the first paragraph of clause 35.8 of the Terms and Conditions by sending a document or message, such document or message shall constitute intermediate information and shall not certify the Bailor's / Depository's Client's rights to securities listed in the above documents or messages as of the end of the Operating Day (as of the certain date), since by the end of the Operating Day, the balances of securities on the Securities Account / Securities Sub-Account may change.

**35.9.** In accordance with the regulations of the Bank of Russia, the Securities Account Statement / Securities Sub-Account Statement shall contain the surname, name and patronymic (if any) of the Bailor / Individual Depository's Client or the full corporate name and/or the international bank identification code (SWIFT BIC) of the Legal Entity Bailor, as well as other information that allows identifying the Bailor, and the number of the Securities Account / Securities Sub-Account for which the corresponding statement is submitted.

**35.10.** In accordance with the regulations of the Bank of Russia, the Securities Account Transaction Statement / Securities Sub-Account Transaction Statement shall contain the surname, name and patronymic (if any) of the Bailor / Individual Depository's Client or the full corporate name and/or the international bank identification code (SWIFT BIC) of the Legal Entity Bailor, as

well as other information that allows identifying the Bailor / Depository's Client, and the number of the Securities Account for which the corresponding transaction statement is submitted.

The Securities Account Transaction Statement / Securities Sub-Account Transaction Statement and the Securities Account Statement / Securities Sub-Account Statement shall also contain other information that allows the Bailor's / Depository's Client's identification if the provision of such information is provided for by the Terms and Conditions.

**35.11.** In accordance with the regulations of the Bank of Russia and the Terms and Conditions, the Depository shall provide information on pledged securities based on the pledgee's request.

The pledgee's request shall be made in free written form and shall contain information that allows the identification of the pledgee, such as surname, name and patronymic (if any) of each individual pledger, the full name of each legal entity pledger, as well as the grounds on which the pledgee is entitled to receive information about the pledged securities (for example, a pledge agreement).

**35.12.** In accordance with the regulations of the Bank of Russia, the Depository shall have the right to provide the following information about the pledged securities:

- the number of securities, the right of pledge to which is recorded on the Securities Accounts in favor of the pledgee, including the number of securities held in the previous (subsequent) pledge;
- the surname, name and patronymic (if any) of each individual pledgor, full name of each legal entity pledgor;
- the number of the pledgor's securities account on which the pledged securities are recognized;
- information that allows for identifying the pledged securities.

**35.13.** When disclosing information about the Bailor who is a foreign legal entity (a foreign organization that is not a legal entity) for the purposes of carrying out actions aimed at exercising the rights of the Bailor on securities, the Depository shall have the right to indicate its name in Latin spelling in accordance with its constituent documents. It shall be allowed to indicate the name of such Bailor in Cyrillic spelling as additional to Latin, while the Latin spelling shall be decisive for the purposes of identifying the Bailor.

**35.14.** Features of providing statements on the clearing Securities Account and the Securities Sub-Account (Securities Sub-Accounts) of the clearing Securities Account

**35.14.1.** The Depository shall provide the Clearing Organization Bailor at least once a day with the following documents:

- Statement for all Securities Sub-Accounts opened within one clearing Securities Account.

The Clearing Organization Bailor shall have the right to request the Statement from the Depository for all Securities Sub-Accounts opened within one clearing Securities Account at any time.

**35.14.2.** The Depository shall provide the person to whom the Securities Sub-Account is opened not later than 12:00 Moscow time on the business day following the operating day at the end of which the statement is provided with the following documents:

- Statement from the Securities Sub-Account.

**35.14.3.** The statements shall be transferred to the Depository's Client by the methods and to the address (addresses) determined by the Depository's Client for the exchange of information / documents according to the Application for Accession to the Terms and Conditions and Opening the Securities Sub-Account (Appendix No. 40 to these Terms and Conditions) or other subsequent written documents of the Depository's Client transferred to the Depository, and if the Depository's Client, according to the requirements of the Terms and Conditions, does not submit to the Depository the Application drawn up in accordance with Appendix No. 40 to these Terms and Conditions, the statements shall be transferred to the Depository's Client by the methods and to

the address (addresses) for the exchange of reports and statements and to the addresses for the exchange of information and documents in accordance with the documents received earlier by the Depository, including the Application for Accession, from the Depository's Client when the Depository's Client as the Bailor opens the same type of Securities Account (Securities Accounts) with the Depository, provided that the specifications of the statements used in the exchange of electronic documents in XML format are given in Appendix No. 39 to these Terms and Conditions.

**36. *Formation of the Statement of Transactions on the Bailor's / Depository's Client's Securities Account***

**36.1.** The Depository shall provide the Bailor with the transaction statement in respect of transactions on the Securities Account opened to the Bailor within the time limits specified in clauses 11.12, 11.13 and 11.15 of these Terms and Conditions for the corresponding Securities Account. Information about the preparation and provision of such statement may not be reflected in the Depository's Transactions Register.

**36.2.** The transaction to form the Bailor's Securities Account Transaction Statement shall constitute the Depository's execution and issuance of information to the Bailor about changes in the status of the Securities Account.

**36.3.** The basis for issuing the Bailor's Securities Account Transaction Statement shall be as follows:

- Carrying out one or more transactions on the Securities Account;
- Transaction Initiator's Order;
- request of state or other bodies in accordance with the legislation of the Russian Federation.

**36.4.** Outgoing documents:

Statement of transactions on the Securities Account provided to the Bailor and/or other persons listed in the written Bailor's Order

**36.5.** In accordance with the regulations of the Bank of Russia, the Securities Account Transaction Statement shall contain the surname, name and patronymic (if any) of the Individual Bailor or the full corporate name and/or the international bank identification code (SWIFT BIC) of the Legal Entity Bailor, as well as other information that allows identifying the Bailor, and the number of the Securities Account for which the corresponding transaction statement is submitted.

**36.6.** The Securities Account Transaction Statement shall also contain other information that allows for the Bailor's identification if the provision of such information is provided for by the Terms and Conditions.

**36.7.** Features of providing information to the pledgee.

**36.7.1.** The basis for providing information to the pledgee shall be as follows:

- the pledgee's request

The request shall specify the pledgee's data allowing for uniquely identifying the pledgee, including surname, name, patronymic, passport data, and the full corporate name of the organization in accordance with the Charter of the corresponding legal entity if the pledger is a legal entity.

Certificate of state registration, individual taxpayer identification number, as well as additional documents for identification, which the Depository has the right to request. The Request shall also contain the pledgee's name and the basis for pledge encumbrance

**36.7.2.** In accordance with the regulations of the Bank of Russia, the Depository shall have the right to provide the following information about the pledged securities:

- the number of securities, the right of pledge to which is recorded on the Securities Accounts in favor of the pledgee, including the number of securities held in the previous (subsequent) pledge;

- the surname, name and patronymic (if any) of each individual pledgor, full name of each legal entity pledgor;

- the number of the pledgor's securities account on which the pledged securities are recognized;

- information allowing identification of pledged securities;

- identifying features of the pledge agreement;

- other information requested by the pledgee in respect of securities pledged in the pledgee's favor.

**36.7.3.** When disclosing information about the Bailor who is a foreign legal entity (a foreign organization that is not a legal entity) for the purposes of carrying out actions aimed at exercising the Bailor's rights to securities, the Depository shall have the right to indicate its name in Latin spelling in accordance with its constituent documents. It shall be allowed to indicate the name of such Bailor in Cyrillic spelling as additional to Latin, while the Latin spelling shall be decisive for the purposes of identifying the Bailor.

**36.8.** Features of providing statements on the clearing Securities Account and the Securities Sub-Account (Securities Sub-Accounts) of the clearing Securities Account:

**36.8.1.** The Depository shall provide the clearing organization at least once a day with the following documents:

- the Securities Sub-Accounts Transaction Statements in respect of the sub-accounts opened within the framework of one clearing Securities Account, on which transactions were made during the day.

**36.8.2.** The Depository shall provide the person to whom the Securities Sub-Account is opened not later than the business day of the transaction, Moscow time, with the following documents:

- the Securities Sub-Account Transaction Statement containing for each issue of securities the incoming balance at the beginning of the operating day and the outgoing balance at the end of the operating day.

**36.8.3.** The statements shall be transferred to the Depository's Client by the methods and to the address (addresses) determined by the Depository's Client for the exchange of information / documents according to the Application for Accession to the Terms and Conditions and Opening the Securities Sub-Account (Appendix No. 40 to these Terms and Conditions) or other subsequent written documents of the Depository's Client transferred to the Depository, and if the Depository's Client, according to the requirements of the Terms and Conditions, does not submit to the Depository the Application drawn up in accordance with Appendix No. 40 to these Terms and Conditions, the statements shall be transferred to the Depository's Client by the methods and to the address (addresses) for the exchange of reports and statements and to the addresses for the exchange of information and documents in accordance with the documents received earlier by

the Depository, including the Application for Accession, from the Depository's Client when the Depository's Client as the Bailor opens the same type of Securities Account (Securities Accounts) with the Depository, provided that the specifications of the statements used in the exchange of electronic documents in XML format are given in Appendix No. 39 to these Terms and Conditions.

**36.8.4.** Additionally, the Depository shall provide the Bailor and the Depository's Client who has opened the nominee holder's sub-account with the Depository with the statement of the transaction performed on the nominee holder's Securities Sub-Account within the time limits specified in clause 11.12 of the Terms and Conditions.

**36.9.** The Depository's statements shall be considered to have been received by the Bailor (the Depository's Client) at the time of uploading them into the system of electronic interaction between the Client and the Depository (Personal Account of D&B Systems, LLC, EDMS of NP RTS, SFTP server).

### **37. *Accrual of Income***

**37.1.** Persons who exercise rights on shares and bonds and whose rights to such securities are recognized by the Depository shall receive dividends in cash on shares or income in cash and other cash payments on bonds (hereinafter referred to as "payments on securities") through the Depository, the Bailors / Depository's Clients of which they are.

The provision of this service shall be carried out by transferring to the Bailor / Depository's Client of payments on securities, as well as other funds distributed by Issuers and persons obligated by securities as a result of corporate actions, and received by the Depository from the Issuer / Issuer's payment agent / Custody Location Depository (the depository performing mandatory centralized custody of securities and the centralized accounting of rights to securities), a foreign organization performing accounting and transfer of rights to the Bailors' / Depository's Clients' securities, as well as any other person making payments on securities in accordance with the current legislation of the Russian Federation or the terms and conditions of the corporate action.

**37.2.** The Depository shall provide the Bailors / Depository's Clients with the following services related to the payment of securities:

- control of the received amounts of payments by calculating the amount of payments due, while taking into account the applicable taxation rules and comparing it with the amount of income received;
- payment of income received from the Issuers / Issuers' payment agents / Custody Location Depositories according to the details specified in the Bailor's application;
- informing the Bailors / Depository's Clients on the payment of income on the Issuers' securities by sending the Notification confirming receipt of income on securities.

**37.3.** Distribution and payment of income on securities shall be made on the basis of the results of reconciliation of securities balances on the Securities Accounts / Securities Sub-Accounts with the information of the Registrar / Custody Location Depository (the depository performing mandatory centralized custody of securities and the centralized accounting of rights to securities) as of the date of recording the register established by the Issuer.

The payment of income on foreign securities shall be carried out after receiving all amounts of income from all higher depositaries, which recognize securities that fall under the relevant Corporate Action, and reconciliation of the income received.

The procedure for reconciliation of the income received on securities includes verification of the recording date, the amount of payment per 1 security, and control of the correctness of withheld tax. In the event of a discrepancy in the payment characteristics, the Depository shall conduct negotiations with the higher depositary in order to resolve the discrepancies.

**37.4.** Payment of income on securities if the Bailor is the client of a professional securities market participant who has an agreement for provision of services on financial markets with SPB Bank, PJSC within the framework of the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC shall be made to a special brokerage account opened to the specified professional securities market participant or to the Bailor's bank account, the details of which are specified in the Application for Accession, in the currency of receipt of income on securities.

**37.5** Payment of income on securities if the Bailor is not the client of a professional securities market participant who has an agreement for provision of services on financial markets with SPB Bank, PJSC within the framework of the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC shall be made to the Bailor's bank account, the details of which are specified in the Application for Accession, in the currency of receipt of income on securities.

**37.6.** If the currency of the account to which, in accordance with clauses 37.4 or 37.5 of these Terms and Conditions, income from securities should be received does not correspond to the currency of income from securities, the Depository shall have the right without the Bailor's Order to carry out a conversion transaction to transfer the amount of income from securities payable to the Bailor expressed in foreign currency to Russian rubles at the rate set by SPB Bank, PJSC as of the date of the specified conversion transaction.

37.6.1. In case of payment of income on securities to a non-resident being a foreign entity/national of an unfriendly country, the Depository shall pay income on securities to a bank account of "C" type opened in the non-resident's name, in Russian rubles at the rate set by SPB Bank, PJSC as of the date of the specified conversion transaction.

**37.7.** The Depository shall not be responsible for any non-receipt / delays in receipt of income by the Bailor / Depository's Client that occurred after the funds were written-off from the Depository's bank account. The Depository shall not be responsible for a failure to provide / untimely provision of the details of its bank account by the Bailor, including those related to changing the details or an error in providing such details.

**37.8.** In this case, the Bailor shall have the right to send the order to the Depository (a letter in any form containing all the necessary fields specified in Appendices No. 9 and No. 10 to these Terms and Conditions) in order to change the method of obtaining income on securities. In case of receiving several orders from the client for the payment of income for a certain type of Securities Account / Securities Sub-Account (types of Securities Account / Securities Sub-Account of the owner, nominee holder and trustee), the Depository shall accept for execution the last order received from the client.

**37.9.** The Depository shall transfer payments on securities by transferring the funds to bank accounts defined by the Agreement to its Bailors / Depository's Clients who are Nominee Holders, Foreign Nominee Holders, Trust Managers (professional securities market participants) not later than on the next business day after the day of their receipt, and not later than three business days after their receipt in the case of transfer of payments on bonds, the obligation to implement which is not fulfilled by the issuer within the prescribed period or was executed improperly. Payments on securities to other Bailors / Depository's Clients shall be made not later than seven business days after the date of their receipt. At the same time, the transfer of payments on securities by the Depository to the Bailor who is the Nominal Holder shall be carried out to its special depository

account or the account of the Nominal Holder Bailor which is a credit institution. The transfer of payments on securities by the Depository to the Bailor who is the Foreign Nominee Holder shall be carried out taking into account the provisions of the Tax Code of the Russian Federation.

**37.10.** In accordance with the Federal Law “On Securities Market”, the Depository that records rights to bonds in respect of which centralized accounting of rights is carried out shall transfer payments on such bonds to its Bailors not later than 15 business days after the date on which the Depository that performs centralized accounting of rights in accordance with the current legislation of the Russian Federation disclosed information on the transfer to its Bailors of payments due to them on bonds.

After the expiration of the term specified in the first paragraph of this clause, the Bailors / Depository’s Clients shall have the right to demand from the Depository to make payments due to them on bonds with centralized accounting of rights, regardless of the receipt of such payments by the Depository.

The obligation provided for in the first paragraph of this clause shall not apply to the Depository that has become the Bailor of another Depository in accordance with the written indication of its Bailor and has not received from another Depository, the Bailor of which it has become, any payments on bonds subject to transfer with centralized accounting of rights.

**37.11.** The Depository shall transfer payments on securities to the Bailors in proportion to the number of securities that were recognized in the Securities Accounts as of the date determined in accordance with the legislation of the Russian Federation.

**37.12.** If the Bailor does not have bank details, or the bank details are incorrect, the Depository shall send to the Bailor a notification about the receipt of income on securities and the need to provide bank details. The Depository shall make a repeat payment in order to pay income on securities within one (1) month from the date of receipt of the Bailor’s new bank details.

**37.13.** In case of termination of the contractual relationship with the Depository, the Bailor shall have the opportunity to inform the Depository in writing of payment details for the transfer of income received after the termination of the contractual relationship.

**37.14.** If it is impossible to transfer the received income on securities to the Bailors for a reason beyond the Depository’s control, the Depository shall return the income on securities to the Issuer within ten (10) days after the expiration of one month from the date of expiry of the dividend payment period.

**37.15.** When making payments of income on securities, the Depository shall calculate, withhold and transfer taxes from income received by the Bailor in cases established by the legislation of the Russian Federation.

**37.16.** The Depository shall not be responsible to the Bailor:

- for the absence, incompleteness and/or unreliability of information on payments if such information was not provided or was provided in a distorted form by the issuer / issuer’s payment agent / registrar / custody location depository of a foreign organization that records and transfers rights to securities of the Bailors / Depository’s Clients, except for cases defined by the legislation of the Russian Federation;

- for the discrepancy between the amounts of payments received and payments due if such discrepancy is caused by the actions of the issuer / issuer’s payment agent / registrar / custody location depository, the foreign organization that records and transfers rights to securities of the Bailors / Depository’s Clients, except for cases defined by the legislation of the Russian Federation;

- for non-receipt by the Bailor of the payments due in case of absence from the Depository or late provision to the Depository by the Bailor / Depository's Client of information about the change of their bank details.

**37.17.** The Depository shall have the right to demand the Bailor's / Depository's Client's provision of additional documents and information necessary for the Bailor to exercise property rights secured by securities.

**37.18.** When disclosing information about the Bailor who is a foreign legal entity (a foreign organization that is not a legal entity) for the purposes of carrying out actions aimed at exercising the rights of the Bailor on securities, the Depository shall have the right to indicate its name in Latin spelling in accordance with its constituent documents. It shall be allowed to indicate the name of such Bailor in Cyrillic spelling as additional to Latin, while the Latin spelling shall be decisive for the purposes of identifying the Bailor.

**37.19.** The Depository shall provide services for the receipt and distribution of income on foreign securities if the custody location of such securities is a foreign organization operating under foreign legislation.

**37.20.** When paying income on securities defined by paragraph 2(7) of Article 226.1 of the Tax Code of the Russian Federation, which are recognized in the Securities Account of a foreign nominee holder at the Depository's request, the Bailor shall (within the period defined by such a request) provide generalized information on persons exercising rights on securities, on persons in whose interests the trustee (foreign authorized person) exercises rights on securities, information on the number of securities of income recipients, as well as other information determined by Article 214.6 of the Tax Code of the Russian Federation (hereinafter referred to as the "Summary Information").

The foreign nominee holder / foreign authorized holder shall provide representations of circumstances in accordance with Article 431.2 of the Civil Code of the Russian Federation certifying that they checked the availability of their client's documents confirming the jurisdiction of their tax residence issued taking into account the requirements of the tax legislation of the Russian Federation, issued not later than the date of payment of income and in the same year in which income is paid, as well as other documents confirming the existence of a person whose information is included in the Summary Information, and documents confirming that as of the date of drawing up the list of persons entitled to income, such person recognized the rights to securities of this foreign nominee holder / foreign authorized holder.

**37.21.** In case of any claims from the US tax authorities or a tax agent regarding withheld taxes on income from Securities of US issuers on the basis of documents and information submitted by the Bailor to the Depository in accordance with these Terms and Conditions, as well as in accordance with the Regulations, namely, cases of additional taxes, fines and penalties, the Bailor will reimburse all losses incurred by the Depository if such additional taxes, fines and penalties occurred due to the provision by the Bailor of incorrect information in documents and information received by the Bailor from the Income Beneficiaries and/or Intermediaries within the framework of fulfilling FATCA requirements.

**37.22.** If the Bailor does not provide the Depository with information and documents on the Bailor and on the Bailor's clients (bailors) in accordance with the Terms and Conditions, as well as in accordance with the Regulations, including for the purposes of tax disclosure determined in accordance with the Regulations, the Bailor shall reimburse the Depository for the damage incurred for each fact of not providing tax disclosure in due time or providing incorrectly completed tax disclosure.



**37.23.** The Depository shall have the right to collect a fine, withhold expenses and recover damages incurred by the Depository in connection with improper disclosure from the Bailor's bank account with SPB Bank, PJSC without an additional order from the Bailor.

**37.24.** Features of payment of income on Securities Sub-Accounts:

**37.24.1.** Income on securities recognized on the owner's Securities Sub-Accounts will be transferred to the bank account specified in the Bailor Questionnaire / Depository's Client Questionnaire.

**37.24.2.** The Depository's Client who has the trustee's Securities Sub-Account, the nominee holder's Securities Sub-Account, the foreign nominee holder's Securities Sub-Account, or the foreign authorized holder's Securities Sub-Account for transferring income on securities recognized on such Securities Sub-Accounts shall provide the Bailor Questionnaire / Depository's Client Questionnaire to the Depository through the Clearing Organization with a notification of bank details for the payment of income on securities.

In order to pay income on securities, the Nominee Holder Depository's Client which is not a credit institution shall register the details of the special depository account, and the Depository's Client which is a credit institution shall register the details of the correspondent account. If this is provided for by the Depository's tariffs, the Depository's Client shall reimburse the costs for settlement and cash services incurred by the Depository when transferring income.

**37.24.3.** Based on the results of the payment of income on securities recognized on the Securities Sub-Accounts, notifications on the payment of income will be provided to the Depository's Clients in whose name the Securities Sub-Accounts are opened, as well as to the Clearing Organization. Such notifications shall be sent through the means of electronic interaction or by sending a message to the e-mail address.

**37.25.** When the Depository pays income on securities issued by Russian issuers, the Legal Entity Depository's Clients who are tax residents of foreign states not carrying out business activities in the Russian Federation, and whose securities are reflected in the securities owner's Securities Account opened with the Depository, shall be required to provide additional documents and clarifying information at the request of the Depository confirming the correctness of the assurances specified in the confirmation letter in addition to confirming the permanent location and confirmation letter of the person having the actual right to income. Based on the reviewed documents received from the Client, the Depository shall make a decision on the application of tax benefits provided for by International Agreements on the Avoidance of Double Taxation. At the same time, a foreign organization shall have the right in accordance with Article 312 of the Tax Code of the Russian Federation to apply to the tax authority at the place of the Depository's registration for a tax refund with the provision of documents confirming the actual right to income.

## **Chapter IX. Miscellaneous**

### ***38. Payment for the Depository's Services and the Procedure for its Collection***

38.1. The Bailor shall pay for the Depository's services according to the Tariff of the Depository's Services specified in Appendix No. 27 to these Terms and Conditions.

38.2. The Depository shall issue a monthly invoice to the Bailor for the depository services rendered.

38.3. Unless otherwise specified in these Terms and Conditions, payment for the services shall be made by the Bailor by transferring funds in the appropriate amount to the Depository's correspondent account within five (5) business days from the date of issuing the invoice by the Depository.

38.4. If the Bailor has not paid for the Depository's services within fifteen (15) calendar days from the date of issuing the invoice by the Depository, the Depository shall have the right to withdraw funds without the Bailor's order to fulfill the Bailor's obligations to pay for the Depository's services provided for by the Terms and Conditions from the Bailor's investment account opened with SPB Bank, PJSC in accordance with an agreement for provision of services on financial markets of SPB Bank, PJSC, or from the Bailor's settlement account opened with SPB Bank, PJSC in the absence of such Bailor's investment account or lack of money in the investment account.

38.5. If the Bailors are clients of one professional securities market participant engaged in brokerage activities and appointed by the specified Bailors as the Securities Account Trustee for all Securities Accounts opened to the specified Bailors, as well as subject to the accession of the specified Securities Account Trustee to the Regulations on the Provision of Services on Financial Markets of SPB Bank, PJSC, payment for the Depository's services provided to such Bailors shall be charged from the Securities Account Trustee in the amount of the established Tariff for the corresponding Depository's service for all Bailors collectively.

38.6. In case of advance payment for the Depository's services, the order shall be accepted for execution after the Bailor pays for the corresponding Depository's service based on the invoice issued.

38.7. If the remuneration is expressed in a currency other than the currency of the funds recognized on the Client's settlement account / investment account, the Depository shall have the right to recalculate the retained remuneration and/or the funds recognized on the Client's settlement account / investment account at the exchange rate of the Bank of Russia as of the day of payment of the remuneration for the purpose of making payment by the Client.

38.8. The Depository shall have the right to suspend transactions on the Bailor's Securities Account until the date of payment for services in case of non-payment by the Bailor for the Depository's services. In this case, the Depository shall notify the Bailor of the fact of suspension of transactions on the Securities Account.

38.9. The Client shall reimburse the Bank for expenses incurred by the Bank when transferring information and documents carried out for the purpose of executing the Client's order to the clearing organization or to the higher depository.

**39. *Responsibility of the Depository, Bailor, Depository's Client. Representations.***

39.1. The Depository, the Bailor, the Depository's Client shall be liable for non-fulfillment or improper fulfillment of their obligations under the Agreement through their fault as provided for by the Russian law.

39.2. The Depository shall be liable for:

– failure to ensure safety, completeness or accuracy of records regarding the Bailor's accounts;

- non-provision or untimely provision to the issuer/registrar/another depositary of any information necessary for the exercise of any securities rights by the Bailor or by the Depositary's Client;

- non-provision or untimely provision of any information received from the issuer/registrar/another depositary/Principal Depositary and intended to be transferred to the Bailor or to the Depositary's Client.

39.3. Liability of the Depositary shall be limited to any documented actual damages caused to the Bailor or to the Depositary's Client. The Depositary shall not compensate the Bailor or the Depositary's Client for any losses in the form of lost profit.

39.4. The Bailor, the Depositary's Client shall be liable for:

- non-fulfillment or improper fulfillment of their obligations provided for by the Agreement and by these Terms and Conditions;

- untimely provision of any documents and/or information to the Depositary, as well as for unreliability of such documents and information;

- failure to comply with the procedure or time limits for payment for the services rendered by the Depositary, and/or for reimbursement of the Depositary's expenses related to the transaction performance as provided for by the Agreement and by these Terms and Conditions;

- violation of any rules or limitations related to the holding or circulation of certain securities types and/or foreign financial instruments, established according to the law;

- unreliability of any representations given to the Depositary under the Terms and Conditions.

39.5. The Depositary shall not be liable to the Bailor or to the Depositary's Client:

- if the Depositary has reasonably relied upon any documents or information provided by the Bailor, by the Depositary's Client, including any falsified, unreliable or invalid documents or documents on any invalid or void transactions;

- if non-fulfillment or inadequate fulfillment of the Depositary's obligations is caused by any actions or omission of the Bailor, the Depositary's Client, or designated persons of the Bailor, the Depositary's Client, particularly, if the Bailor, the Depositary's Client or their designated persons fail to comply with the form, procedure, time limits for and terms of transferring Orders to the Depositary;

- for non-fulfillment or inadequate fulfillment by the issuer, registrar, other entities of their obligation for ensuring accuracy and reliability of information transferred to the Bailor, the Depositary's Client from the issuer, registrar, other entities, as well as from the Bailor, the Depositary's Client to the issuer, registrar, other entities;

- for failure to meet the time limit for informing the Bailor, the Depositary's Client about any global (corporate) operations executed by the issuer, if such failure is caused by untimely provision of the relevant information to the Depositary by the issuer, registrar or other entities;

- for non-performance or inadequate performance of the Agreement or Terms and Conditions caused by the unreliability of data provided to the Depositary by the Bailor, the Depositary's Client or by untimely provision of such data;

- for any actions or omission of designated persons of the issuer, registrar, Principal Depositary that maintains a record of rights to securities or foreign financial instruments, provided that the Depositary complies with the relevant provisions of the Agreement and Terms and Conditions;

- for any losses resulting from non-notification or inadequate notification of the Depositary of the termination of powers exercised by designated persons of the Bailor, the Depositary's Client, particularly, of the cancellation of any powers of attorney issued by the Bailor, the Depositary's Client to the corresponding designated person;

- for any actions or omission of the Depositary resulting from an Order or another document of the Bailor, the Depositary's Client, instructions of clearing organizations and/or trade organizer;

- for non-fulfillment or inadequate fulfillment by the issuer, registrar, Principal Depository, that maintains a record of rights to securities or foreign financial instruments, of their obligations to the holders of securities or foreign financial instruments, as well as in case if any securities or foreign financial instruments have been issued unlawfully;

- for any actions or omissions of credit institutions regarding the transfer of income on securities or foreign financial instruments of the Bailor, the Depository's Client;

- for breach of any obligations of the Bailor, the Depository's Client to third parties;

- for breach by the Bailor, the Depository's Client of the authorization procedure for procurement or any limitations imposed according to the law and related to the holding of and transacting in certain types or quantities of securities or foreign financial instruments, as well as for non-provision or inadequate provision by the Bailor, the Depository's Client of any information, notices or reports to be submitted to the competent authorities in relation to securities (foreign financial instruments) and/or any transactions or other actions taken in relation to securities (foreign financial instruments);

- for compliance by the Bailor, the Depository's Client with any limitations imposed in accordance with the law and related to the holding of and transacting in certain types of securities;

- for non-execution or inadequate execution of any Order of the Bailor, the Depository's Client, if such non-execution or inadequate execution results from any breakage/failures of computer networks, power mains or electric communication systems used for the receipt or execution of Orders, or results from any actions (omission) of third parties, including organizations that maintain trade, settlement and clearing procedures;

- for non-fulfillment or inadequate fulfillment of its obligations under the Agreement, if such non-fulfillment/inadequate fulfillment is caused by any sanctions imposed by foreign countries, state associations and/or unions and/or state (interstate) institutions of foreign countries or state associations and/or unions, including without limitation, United States Department of the Treasury, Office of Foreign Asset Control, Council of the European Union, HM Treasury, on the Russian Federation, constituent entities of the Russian Federation, Russian state authorities and local administration bodies, citizens of the Russian Federation or Russian legal entities, including their entry on the SDN of the US Treasury, starting from February 24, 2022;

- for non-fulfillment or inadequate fulfillment of its obligations under the Agreement, if such non-fulfillment/inadequate fulfillment is caused by any actions (decisions) or omission committed starting from February 24, 2022, by the foreign government authorities, international organizations, foreign organizations, including without limitation, foreign central depositories, international settlement and clearing organizations, and other foreign organizations that maintain a record of rights to securities or foreign financial instruments, actions (decisions) or omission in relation to foreign and/or Russian individuals and/or legal entities, in particular:

- a) the Russian central depository or other Russian depositories, including the Depository and/or its affiliates, the Principal Depository and/or its affiliates;

- b) foreign entities that maintain a record of rights to securities or foreign financial instruments and/or their affiliates,

- c) other entities, including the Bailor, the Depository's Client and/or their affiliates.

39.6. The Bailor, the Depository's Client shall give the following warranties and representations to the Bank (Article 431.2 of the Civil Code of the Russian Federation):

- it constitutes a legal entity duly incorporated and registered under the applicable national law, operating in the state of its incorporation, and carrying out its activities in line with its constituent documents (if applicable);

- it is duly authorized to execute and perform the Agreement, and has obtained all the necessary corporate decisions (if applicable) for the execution and duly performance of the Agreement;

- it complies with all the necessary procedures for Order submission under the Agreement, in particular, has obtained all the necessary approvals from the management bodies of the Bailor, the Depository's Client, where necessary (if applicable);

- execution and performance of the Agreement does not violate any provisions of constituent documents of the Bailor, the Depository's Client and/or licenses, authorizations of the Bailor, the Depository's Client (in case of any licenses, authorizations);

- neither the Agreement, nor any obligations thereunder result in violation of any other agreement, contract or arrangement between the Bailor, the Depository's Client and third parties;

- before the Agreement execution, the Bailor, the Depository's Client has obtained all the necessary information about the Depository to the extent determined in the Basic Standards for the Protection of Rights and Interests of Individuals and Legal Entities Receiving Financial Services, other necessary information to the extent provided for by the applicable Russian law;

- the Bailor, the Depository's Client has not taken any actions aimed at its voluntary liquidation or reorganization, it has no attributes of insolvency (bankruptcy), and, at the time of Agreement execution, there are no grounds for the competent authority of the state of incorporation to make a decision on its forced liquidation;

- competent authorities of the country of incorporation of the Bailor, the Depository's Client have not taken any actions to suspend the Client's corporate activities (if applicable); license to carry out banking operations has not been withdrawn (if available as of the date of filing an Application for Accession to the Terms and Conditions to the Depository); license of a professional securities market participant to carry out brokerage activities has not been withdrawn (if available as of the date of filing an Application for Accession to the Terms and Conditions to the Depository); license of a professional securities market participant to carry out securities management activities has not been withdrawn (if available as of the date of filing an Application for Accession to the Terms and Conditions to the Depository);

- during the Agreement term, the Bailor, the Depository's Client will promptly provide notification of any changes in its representations or warranties given in this clause;

- the Bailor, the Depository's Client duly takes any necessary actions required by Federal Law No. 115-Φ3 dated August 7, 2001 "On Combating Legalization (Laundering) of Criminally Gained Income and Financing of Terrorism".

39.7. The Depository shall rely upon the warranties and representations given by the Bailor, the Depository's Client, and the said warranties and representations are of essence to the Depository. Should the Bailor, the Depository's Client violate any warranties and representations, the Bailor, the Depository's Client shall be held responsible as provided for by the Agreement and by Article 431.2 of the Civil Code of the Russian Federation.

39.8. The Bailor, the Depository's Client shall compensate the Depository for any losses incurred due to any violation of the given warranties and representations. In this case, if as a result of such violation the Depository is held fiscally and/or administratively liable, the Bailor, the Depository's Client shall compensate the Depository for the amounts of additionally charged taxes, fines, penalties and interest (amounts of administrative charges) or other losses.

39.9. The Depository, the Bailor and the Depository's Client shall be exempt from compensation for damages caused by non-fulfillment or inadequate fulfillment of their obligations under the Agreement, if such non-fulfillment (in full or in part) is caused by the circumstances of insuperable force (force majeure) that arise after the execution of this Agreement and render performance thereof impossible (in full or in part) due to circumstances beyond the parties' control.

39.10. The party affected by force-majeure circumstances, within three (3) working days, shall inform the other party on such circumstances and possible consequences thereof by any means provided for by these Terms and Conditions, and shall use its best efforts to minimize any adverse effects of such circumstances. The said requirement shall be deemed met by the Depository, if the

Depository makes such notification in a manner provided for by the Terms and Conditions for notifications of any changes in the Terms and Conditions, by post or by any other means.

39.11. Non-notification or untimely notification of the occurrence of any circumstances of insuperable force shall deprive the affected party of its right to invoke such circumstances.

39.12. The party affected by force majeure shall promptly notify the other party of the cessation of such force-majeure circumstances and resume fulfillment of its obligations under the Agreement to the full extent.

39.13. Provisions of Clauses 39.1 - 39.12 shall apply to the parties' relations starting from February 24, 2022.

#### **40. Confidentiality**

40.1. The confidentiality of information shall be ensured in order to prevent the possibility of using this information in the interests of the Depository, the Depository's employees and third parties to the detriment of the interests of the Depository's Bailors. The Depository shall ensure confidentiality of information about the person to whom the Securities Account is opened, as well as information about such account, including transactions thereon

40.2. The Depository shall not disclose information classified as confidential information about the Depository's Bailors' Securities Accounts and the FFI Bookkeeping Accounts, including information about the transactions performed on the Securities Accounts and other information about the Bailors that became known to the Depository in connection with the implementation of its depository activities.

40.3. Information (data) on the Bailors' Securities Accounts / FFI Recordkeeping Accounts / Securities Sub-Accounts, transactions being carried out and other Bailors's information shall be provided to the following persons and entities:

- the Bailors;
- the Depository's Clients in terms of Securities Sub-Accounts opened in the name of the Depository's Clients
- authorized representatives of the Bailors / Depository's Clients;
- the Securities Account Trustee / FFI Recordkeeping Account Trustee;
- the issuer if it is necessary to comply with the requirements of the legislation of the Russian Federation to the extent established by the legislation of the Russian Federation;
- the Bank of Russia within its authority;
- courts and arbitration courts (judges), and with the consent of head of the investigative body, to the bodies of preliminary investigation in cases under their proceedings, as well as to the bodies of internal affairs in the exercise of their functions to identify, prevent and suppress crimes in the field of economics with the consent of head of such bodies, as well as in the cases and to the extent provided for by federal law, to election commissions in the exercise of their functions to control the procedure for the formation and expenditure of election funds, referendum funds, sources and amounts of property received by political parties, their regional branches and other registered structural subdivisions in the form of donations from citizens and legal entities, as well as for the sources of funds and other property of political parties,

their regional branches and other registered structural subdivisions received as a result of transactions;

- a self-regulatory organization, a member of which the Depository is, within its powers when conducting inspections of the Depository's activities;
- other persons defined in clauses 39.4 and 39.5 of these Terms and Conditions;
- other persons in cases stipulated by the legislation of the Russian Federation.

40.4. The Bailor and the Depository's Client agree that the confidential information about them and their clients, including information contained in the Bailor Questionnaire / Bailor's Client Questionnaire / Depository's Client Questionnaire / Depository's Clients' Client Questionnaire registered in the Depository, data in accordance with Appendix No. 40 to these Terms and Conditions, other documents and information received from the Bailor and the Depository's Client, as well as the corresponding Orders in cases provided for by the legislation of the Russian Federation, applicable law and rules for the implementation of depository activities of the Higher Depository being the foreign organization, or the order of execution of the Depository's depository transactions will be transferred to the issuer, the register holder, the Higher Depository being the foreign organization, or another authorized body or person, the organizer of trading on the securities market, exchange or clearing organization, foreign tax authorities, or foreign tax agents without the additional consent of the Bailor or the Depository's Client on the basis of the data contained in the Depository. The Bailor shall be responsible for the accuracy of the information provided to the Depository and timely updating of personal data and other documents provided for in these Terms and Conditions. The Bailor and the Depository's Client shall include in the agreements with their clients a condition on the latter's consent to disclose information about them to the above persons and entities.

40.5. In case of the Bailor's and the Depository's Client's identification as foreign taxpayers who are subject to the legislation of a foreign state on taxation of foreign accounts, the Bailor and the Depository's Client shall be recognized as having provided consent to transfer the necessary information about them, including confidential information provided for by the legislation of the Russian Federation, to a foreign tax authority and/or foreign tax agents authorized by such foreign tax authority to withhold foreign taxes and fees, as well as to the Bank of Russia and other federal executive authorities.

The Bailor and the Depository's Client agree that the confidential information about them and their clients may also be transferred to the bodies or organizations specified in the first paragraph of this clause. The Bailor shall include in the agreements with its clients a condition on the latter's consent to disclose their information to the above persons and entities.

40.6. In case of disclosure of the confidential information related to the Bailors' Securities Accounts, the Bailors whose rights have been violated shall have the right to demand compensation from the Depository for the losses caused in accordance with the procedure established by the legislation of the Russian Federation.

40.7. The Bailor and the Depository's Client shall provide the Depository with the following representations of circumstances (Article 431.2 of the Civil Code of the Russian Federation):

- in order to comply with the requirements of Federal Law No. 152-Φ3 "On Personal Data" dated July 27, 2006, guarantees that the personal data submitted for the purpose of concluding and further executing the Depository Agreement, the Inter-Depository Relationship Agreement, the Trustee's Securities Account Agreement, the Deposit Agreement with a

Foreign Nominee Holder, the Deposit Agreement with the Foreign Authorized Holder, and the Securities Sub-Account Agreement are transferred to the Depository with the consent of personal data subjects.

- documents, questionnaires and information submitted to the Depository, including those contained in Appendices No. 1, 2 and 40 to the Terms and Conditions, as well as in the documents sent in accordance with the “Procedure for Depository Accounting and Provision of Information in Order to Comply with the Requirements of the US Tax Code by Bailors of SPB Bank, PJSC When Receiving Income on Securities of US Issuers”, containing personal data, including personal data of the Bailor’s clients and Depository’s Client’s clients, are made with the permission of personal data subjects. The subjects of personal data, including Bailor’s clients and Depository’s Client’s clients, have given permission to transfer the specified personal data to third parties, including permission to the Depository, higher depositories, clearing organization, trade organizer and tax authorities, to carry out cross-border transfer of personal data, including transfer to foreign tax authorities and tax agents.

- documents, questionnaires, Orders, and other information transferred to the Depository, including those transferred in accordance with the requirements of the Terms and Conditions and the “Procedure for Depository Accounting and Provision of Information in Order to Comply with the Requirements of the US Tax Code by Bailors of SPB Bank, PJSC When Receiving Income on Securities of US Issuers” are verified by the Bailor, and the Bailor confirms their validity.

- in the event of transaction taxes on each transaction with securities of issuers of the French and Italian Republics, as well as the Kingdom of Spain, credited to the Bailor’s and Depository’s Client’s accounts with the Depository, or the rights to which are recognized in the Bailor’s and Depository’s Client’s accounts with the Depository, the Bailors of the Depository’s Client, its counterparties and/or brokers who make transactions on behalf of the Bailor and the Depository’s Client shall independently calculate, declare and pay transaction taxes. The Bailor and the Depository’s Client also warrant and represent that the Depository has no obligations to calculate, declare and pay transaction taxes in respect of applicable securities.

The Depository relies on representations of circumstances provided for in this clause.

40.8. The Bailor and the Depository’s Client agree that the Depository has the right to store and process any information, including perform automated processing of such information, related to the personal data of the Bailor and the Depository’s Client, including those specified in the application of the Bailor and the Depository’s Client and/or in other documents, in accordance with Federal Law No. 152-ФЗ “On Personal Data” dated 27.07.2006, as well as Federal Law No. 173-ФЗ “On the Specifics of Financial Transactions with Foreign Citizens and Legal Entities, on Amendments to the Code of Administrative Offences of the Russian Federation and the Recognition of Certain Provisions of Legislative Acts of the Russian Federation That Have Become Invalid” dated 28.05.2014, including collection, systematization, accumulation, storage, clarification, use, transfer (including transfer and cross-border transfer), depersonalization, blocking, and destruction of personal data provided to the Bank in connection with the conclusion of the Depository Agreement, the Securities Sub-Account Agreement, the Inter-Depository Relationship Agreement, the Trustee’s Securities Account Agreement, the Deposit Agreement with the Foreign Nominee Holder, and the Deposit Agreement with the Foreign Authorized Holder for the purpose of fulfilling contractual obligations, as well as for the purpose of implementing the above laws.



40.8 The Bailor and the Depository's Client shall reimburse the Depository for any losses incurred as a result of violation of the provided representations of circumstances. At the same time, if as a result of such violation, the Depository was brought to tax and/or other administrative responsibility, the Bailor and the Depository's Client shall reimburse the Depository for the amounts of additional taxes, fines, penalties and interest (amounts of administrative fines), as well as other losses.

40.9 The Depository shall have the right to request written consents received by the Bailor or the Depository's Client from the personal data subjects, and the Bailor or the Depository's Client shall provide such consents not later than ten (10) days from the date of sending the corresponding request.

#### ***41. Security and Information Protection Measures***

41.1 In order to ensure the integrity of the accounting data and the possibility of their recovery in case of loss due to extraordinary circumstances, the Depository shall provide for a certain set of measures described in the Depository's internal documents.

41.2 Documents and records shall be kept by the Depository for three (3) years, after which they shall be transferred to the archive in accordance with the established procedure in order to be stored in the archive for at least five (5) years from the date of transfer.

41.3 The Depository shall ensure proper control over access to securities / FFI and depository accounting materials, as well as FFI recordkeeping materials stored in the Depository.

41.4 The control procedure is described in the Depository's internal documents and job descriptions of the Depository's employees.

#### ***42. Reconciliation of the Number of Securities***

42.1 When maintaining Securities Accounts / Securities Sub-Accounts, the Depository shall conduct daily reconciliation (on every business day) on the following grounds:

- in the last provided transactions statement in respect of its personal account in case of reconciliation between the Depository and the registrar, and in the last provided statement if the last document containing information on changes in the number of securities on its personal account is a statement;
- in the last provided statement on its nominee holder's Securities Account in case of reconciliation between the Depository and another depository, and in the last report on the provided transaction (transactions) containing information on the number of securities on the nominee holder's Securities Account if the last document on the specified Securities Account is a report on the transaction (transactions) containing information on the number of securities on such Securities Account;
- in the last document provided to the Depository containing information on transactions and the number of securities on the account of a person acting in the interests of other persons opened to such depository in the specified foreign organization in case of reconciliation between the Depository and the foreign organization that records the rights to securities.

42.2 If the number of securities recognized by the Depositary in the Securities Accounts for which the rights to securities are recognized and in the Non-Identified Persons / Entities Account has become greater than the number of the same securities recognized in the personal accounts (Securities Accounts) of the nominee holder opened to this Depositary and the accounts opened to such Depositary by the foreign organization that records the rights to securities, the Depositary as the person acting in the interests of other persons shall:

1) write off securities on the basis of an official order from the Securities Accounts for which the accounting of rights to securities is carried out and the Non-Identified Persons / Entities Account in the amount equal to the excess of the total number of such securities on its nominee holder's personal accounts (Securities Accounts) and accounts opened to it by a foreign organization accounting for securities rights as the person acting in the interests of other persons within a period not exceeding one (1) business day from the day when the specified excess was revealed or should have been revealed. Making of entries by the Depositary on the opened Securities Accounts and the Non-Identified Persons / Entities Account in respect of securities for which an excess was committed from the day when the excess of securities was detected or should have been detected until the date of writing off securities in accordance with this clause shall not be allowed, except for the entries made for the purpose of such write-off;

2) ensure at its option that the same securities are credited to the Securities Accounts and the Non-Identified Persons / Entities Account from which the securities were written off in accordance with sub-clause 1 of this clause in the number of securities written off on the relevant accounts, or compensate the losses caused to the Bailors. The term of crediting securities or payment of compensation shall be determined by agreement of the parties, but shall not exceed ninety (90) days from the date of writing-off such securities.

If the discrepancy in the number of securities was caused by the actions of the Registry Holder or another depositary, the Depositary that has fulfilled the obligation provided for in sub-clause 2 of this clause shall have the right to reverse the claim (recourse) to the relevant person in the amount of losses reimbursed by the Depositary. The Depositary shall be released from fulfilling the obligations provided for in sub-clause 2 of this clause if the writing-off of securities was caused by the actions of another depositary (the foreign organization that records the rights to securities as the person acting in the interests of other persons) whose Bailor (client) it became in accordance with the written instructions of its Bailor.

### ***43. Grounds and procedure for termination of the Agreement.***

**42.1.** The Agreement shall be terminated on the following grounds:

**42.1.1.** Upon the occurrence of any of these circumstances:

- in case of cancellation of the Depository's license of a professional securities market participant to carry out depository activities;
- in case of cancellation of the Bailor's license of a professional securities market participant, which gives the right to carry out depository activities and the activities of the specialized depository, in respect of the Bailor who opened the nominee holder's Securities Account;
- upon liquidation of the Depository or the Bailor as a legal entity.

The party for which one of the above circumstances has arisen shall notify the other party within not more than three (3) days. The Bailor shall notify the Depository by sending information in writing, and the Depository shall notify the Bailors by publishing the relevant information on the Bank's website on the Internet.

**42.1.2.** At the initiative of either party unilaterally:

- at the Bailor's initiative within the time limits and subject to the requirements set out in Section 4 of these Terms and Conditions;
- at the Depository's initiative within the time limits and subject to the requirements set out in Section 4 of these Terms and Conditions.

**42.2.** The Depository and the Depository Bailor shall have the right to terminate the Inter-Depository Relationship Agreement unilaterally at any time by notifying the other party at least thirty (30) calendar days before the date of termination of the Inter-Depository Relationship Agreement.

**42.3.** In case of zero balances on the Securities Account (Securities Accounts) and the absence of transactions on the Securities Account (Securities Accounts) for more than three (3) calendar months, the Depository shall have the right to close the Securities Account (Securities Accounts) and terminate the Agreement unilaterally. The Account Transaction Statement shall be sent to the Bailor in accordance with Appendix No.21 to these Terms and Conditions. The Agreement shall be considered terminated from the date of closing of the last Securities Account opened in the Bailor's name.

**42.4.** On the other grounds provided for by the legislation of the Russian Federation (including legislation in the field of countering the legalization (laundering) of proceeds from crime and the financing of terrorism) and regulatory acts of the Bank of Russia

**42.5.** If there is a non-zero balance of securities on the Securities Account, the Bailor shall receive securities from the Securities Account and/or transfer securities recognized on its Securities Account to another depository or the register of securities owners within ten (10) business days after receiving the notice of termination of the Agreement.

**42.6.** Upon termination of the Agreement, the parties shall complete all mutual settlements under the Agreement. The Bailors shall pay commissions and fees of third parties.

**42.7.** Obligations under the Agreements shall be terminated in compliance with the requirements established by the regulations of the Bank of Russia.

### ***43. Procedures for Making Entries When Conducting Transactions Related to Making Entries During the Bailor's Reorganization or Liquidation***

**43.1.** In case of the Bailor's / Legal Entity Depository's Client's reorganization, the Depository shall in accordance with the procedure provided for by the Terms and Conditions conduct transactions on the basis of the following documents:

- Orders initiated by the Bailor / Depository's Client (its assignee) and the document confirming making the corresponding entry in the Unified State Register of Legal Entities on reorganization;

- copies of the transfer act certified by the reorganized legal entity.

**43.2.** If the above documents are provided by the Depository's Client, such documents shall be transferred to the Depository through the Clearing Organization. If an extract from the transfer act is provided, it shall be signed by the head and chief accountant of the legal entity (legal entities).

**43.3.** At the assignee's request, the securities may be transferred to the Securities Account opened in the name of such assignee, or at the request of the assignee, the securities may be transferred to the assignee's personal account with the registry or the Securities Account opened in its name with another Depository.

**43.4.** In the case of reorganization of the Legal Entity Bailor, making entries upon closure of the Securities Account shall be carried out on the basis of:

- Official order to close the Securities Account of the Reorganized Legal Entity Bailor;

- copies of the transfer act certified by the reorganized legal entity;

**43.5.** a document confirming making an entry into the Unified State Register of Legal Entities on the establishment of a reorganized legal entity (a copy certified in accordance with the procedure established by the legislation of the Russian Federation), unless otherwise provided for by the Agreement.

**43.6.** As a result of carrying out the transaction of closing the Securities Account, the Bailor's assignees (if any) shall be provided with the report on the execution of the specified transaction.

#### ***44. Procedures for making entries during the Bailor's liquidation and the procedure for termination of the Agreement due to the Bailor's liquidation***

**44.1.** Upon receipt of information from the Unified State Register of Legal Entities on the conduct of the procedure for the Bailor's and the Legal Entity Depository's Client's liquidation, the Depository shall accept Orders on the Securities Account of the liquidated Bailor initiated by persons who are part of the liquidation commission indicated in the card with samples of signatures of such persons.

If the above documents are provided by the Depository's Client, such documents shall be transferred to the Depository through the Clearing Organization.

**44.2.** In accordance with the regulations of the Bank of Russia, if there are securities on the Securities Account, the Depository shall have the right to carry out actions aimed at crediting the securities of the liquidated Bailor to the Non-Identified Persons / Entities Account opened respectively by the Registrar or the Depository, mandatory centralized custody of securities, and centralized accounting of rights to securities, with simultaneous write-off on the corresponding accounts of the nominee holder.

**44.3.** When writing-off securities to the Non-Identified Persons / Entities Account opened respectively by the Registrar or the Depository performing mandatory centralized custody of securities and the centralized accounting of rights to securities, the Depository shall transfer the information provided for in sub-clauses 44.6.1 — 42.6.2 of this clause about the liquidated legal entity from whose Securities Account securities are written off, to the Registrar or the Depository performing mandatory centralized custody of securities and the centralized accounting of rights to securities.

**44.3.1.** In relation to Russian legal entities:

- full name of the organization and abbreviated name (if available) in accordance with its charter;
- the international identification code of a legal entity, or the primary state registration number and the date of making an entry on the state registration of a legal entity in the Unified State Register of Legal Entities;
- taxpayer identification number (INN);
- location address;
- postal address;
- phone number, fax number (if any);
- email address (if any);
- other information provided for by the Terms and Conditions.

**44.3.2.** In respect of a foreign legal entity, the name (in a foreign language), as well as the international identification code of the legal entity, or the number assigned to the legal entity in the commercial register or other accounting register of the state in which such a legal entity is registered, and the date of state registration of the legal entity or assignment of the number, or the address of the legal entity;

**44.3.3.** In respect of a foreign organization that is not a legal entity in accordance with the law of the country where this organization is established, the name, as well as either its address or other registration details in accordance with the law of the country where this organization is established;

**44.4.** In case of the Bailor's liquidation if the Bailor is a foreign legal entity (a foreign organization that is not a legal entity) confirmed by the document in accordance with the legislation under which it was created, the procedures for writing off securities shall be applied, provided that they are similar to the procedures for writing off securities upon the Bailor's liquidation if the Bailor is a legal entity created in accordance with the legislation of the Russian Federation.

**44.5.** If it is impossible to write off the securities of liquidated Bailors to the Non-Identified Persons / Entities Account opened respectively by the Registrar or the Depository performing mandatory centralized custody of securities and the centralized accounting of rights to securities (including if the securities register is deposited with a self-regulatory organization in the financial market that unites registrars or is kept by the Registrar after the termination of the corresponding agreement with the issuer), the Depository shall have the right to perform the following actions:

- to suspend transactions on the liquidated Bailor's Securities Account;
- if the maintenance of the register is resumed, the Depository shall take the actions provided for in clause 44.2 of the Terms and Conditions;
- in case of subsequent liquidation of the issuer of securities, the Depository shall take the actions provided for in clause 18.4 of the Terms and Conditions.

**44.6.** In case of the Bailor's liquidation, the closure of the Securities Account with the simultaneous termination of the Agreement entered into between such Bailor and the Depository shall be carried out on the basis of:

- the Depository's Official Order to close the Securities Account;
- the document confirming making an entry into the Unified State Register of Legal Entities on the liquidation of the specified Bailor who is a legal entity.

**45. *Procedures for Making Entries in Case of Cancellation of the Depository Bailor's License or the Bailor Trustee's License and the Procedure for Termination of the Agreement Due***

### ***to the Cancellation of the Depository Bailor's and the Bailor Trustee's License***

**45.1.** In case of termination of the Agreement due to the cancellation of the Depository Bailor's license, the Depository shall not accept Orders from the Depository Bailor from the date of receipt of the Depository Bailor's notification of the circumstances leading to the termination of the Inter-Depository Relationship Agreement and/or from the date following the date of disclosure by the Bank of Russia of information on the decision to cancel the Depository Bailor's license, except for the Orders to de-register securities and remove them from custody or to transfer securities to personal accounts in the register or to Securities Accounts with depositaries in order to return the property to the Depository Bailor's clients.

**45.2.** The Depository Bailor and the Bailor Trustee shall pay for the Depository's services in accordance with the Tariffs of the Depository's services specified in Appendix No. 27 to these Terms and Conditions. The transactions on the removal of securities from depository accounting related to the return of property by the Depository Bailor to its Clients shall not be covered by clause 7.4 of the Tariffs applied to the Depository's services.

**45.3.** The Depository Bailor shall send to the Depository full information about the persons to whom the Securities Accounts (i.e. the bailors) have been opened, and who have transferred securities for custody and/or accounting to the Depository Bailor, with an indication of the type of the Securities Account, the issuer and the number of securities belonging to them not later than six (6) business days from the date of receipt of the notification from the Bank of Russia on the license cancellation. After the expiration of the deadline for accepting instructions from the Depository Bailor's clients aimed at returning the property, the Depository Bailor shall send the List containing information on securities in respect of the Bailors who have not sent instructions (hereinafter referred to as the "List of Bailors"). After receiving the List of Bailors from the Depository Bailor, the Depository shall stop performing all transactions on the Depository Bailor's accounts.

If the Depository Bailor fails to transfer securities to the owners' accounts within the established time, the Depository Bailor shall provide the Depository with the Lists of Bailors within twenty seven (27) business days from the date of expiry of the deadline for accepting instructions for the return of securities in order to provide such lists by the Depository to the Registrar or the Depository performing mandatory centralized custody of securities and the centralized accounting of rights to securities. The Lists of Bailors shall be compiled for each Depository Bailor's account and the issue of securities. At the same time, information on the owned securities (other proprietary right) or securities being in the trust management of the organization's client, as well as securities held nominally by the organization's client shall be presented separately.

**45.4.** In order to open the Nominee Holders' Clients' Account with the Depository that performs mandatory centralized custody of securities and the centralized accounting of rights to securities, the Depository Bailor shall provide the Lists of the Depository Bailor's Bailors, a cover letter indicating the reason for the transfer of securities and the absence of grounds for crediting such securities to other Securities Accounts, as well as questionnaires of the Depository Bailor's Bailors in hard copy.

**45.5.** Upon receipt of the List of Bailors, the Depository shall verify that the number of securities recognized by the Depository Bailor in the Securities Accounts for which the List has been compiled corresponds to the number of the same securities recognized in the Depository Bailor's account opened by the Depository.

**45.6.** If the number of securities indicated in the List of Bailors sent to the Depository does not correspond to the number of the same securities recognized in the Depository Bailor's account, the Depository shall notify the Depository Bailor and the Bank of Russia of the specified discrepancy not later than on the business day following the day when the specified discrepancy was revealed.

**45.7.** Within two (2) business days from the date of receipt of the List of Bailors from the Depository Bailor, the Depository shall provide records on the Bailors to the Depository who opened the nominee holder's Securities Account for the Depository, or to the register holder who opened the nominee holder's personal account for the Depository, depending on who keeps records of the rights to securities, information about which is contained in the specified List.

**45.8.** Upon receipt from the Registrar or the Depository performing mandatory centralized custody of securities and the centralized accounting of rights to securities a notification of the writing-off of securities from the Depository's nominal account, the Depository Bailor shall terminate the functions of the nominal holder for the issues of securities specified in the notification.

**45.9.** The Depository shall send the report to the Depository Bailor on the writing-off of securities with an indication of the name of the Registrar (Depository) who opened the personal account (the account of the nominee holder's clients) to which the specified securities were credited.

**45.10.** If it is impossible to write off foreign financial instruments qualified as securities from the Depository's nominal account, the Depository Bailor or the Bailor Trustee shall notify their clients of the need to contact the Depository in order to return the property to the clients. The Depository Bailor or the Bailor Trustee shall provide the Depository with information that allows for identifying the Depository Bailor's or the Bailor Trustee's clients.

**45.10.1.** The Depository shall return the property to the Depository Bailor's or the Bailor Trustee's clients on the basis of the List of Bailors received in accordance with clause 45.3 of these Terms and Conditions, and information that allows for identifying the Depository Bailor's or the Bailor Trustee's clients.

**45.11.** The Depository shall store and provide information from the List of Bailors and/or documents and information in relation to the person from the List of Bailors to such person or such person's representative for at least 5 years from the date of receipt of the List of Bailors and/or related documents and information.

The storage of the List of Bailors and the provision of information from the List of Bailors shall be terminated by the Depository's decision before the expiration of the period provided for in the first paragraph of this clause in the case of writing-off securities from the Depository's account.

**45.12.** If the Bailor Depository does not provide the specified lists, the Depository shall have the right in accordance with the regulatory acts of the Bank of Russia to perform actions in the presence of securities on the Securities Account aimed at crediting securities to the Non-Identified Persons / Entities Account opened respectively by the registrar or the depository performing mandatory centralized custody of securities and the centralized accounting of rights to securities with simultaneous writing-off on the corresponding accounts of the nominee holder.

**45.13.** Upon cancellation of the Bailor Trustee's license, in case the Bailor Trustee fails to transfer securities to the owners' accounts and if the Depository has information about its clients, the Depository shall transfer such information to the registrar or the depository that performs mandatory centralized custody of securities and the centralized accounting of rights to securities, except for the case when the license for securities management activities is not required if the trust management is associated only with the exercise by the Trustee of the rights on securities.

**45.14.** If the Bailor Trustee does not provide information about its clients, the Depository shall have the right to perform actions aimed at crediting securities to the Non-Identified Persons / Entities Account opened respectively by the registrar or the depository performing mandatory centralized custody of securities and the centralized accounting of rights to securities with simultaneous writing-off on the corresponding accounts of the nominee holder.

**45.15.** Making entries when crediting securities to the Non-Identified Persons / Entities Account shall be carried out by the Depository on the basis of:

- received documents on crediting securities to the Depository's Account in the absence of grounds for crediting securities to the Bailor's Securities Account (if

the crediting of securities is associated with the crediting of securities to the Depository's Account);

- the Depository's official order.

**45.16.** In accordance with the requirements of the legislation of the Russian Federation, including the regulations of the Bank of Russia, the securities shall be credited to the Non-Identified Persons / Entities Account by the Depository not later than on the business day following the day of receipt of the document confirming the crediting of securities to the Depository Account.

**45.17.** If it is impossible to transfer to the Bailor Depository or the Bailor Trustee the dividends on shares issued in accordance with the legislation of the Russian Federation due to the cancellation of the Bailor the Depository's or the Bailor Trustee's license to carry out professional activities in the securities market, the Depository shall return the dividends to the Issuer (the Issuer's payment agent, Third-Party Depository (respectively)) in full within 10 days after the expiration of one month from the date of expiry of the dividend payment period.

If it is impossible to transfer income on foreign securities to the Bailor Depository or the Bailor Trustee due to the cancellation of the Bailor the Depository's or the Bailor Trustee's license to carry out professional activities in the securities market or for other reasons, the Bank shall not transfer income and other funds on bonds and securities issued in accordance with foreign law to the Depository Bailor or the Bailor Trustee, and expects from the Bailor Depository or the Bailor Trustee information about the ultimate owners of securities in order to further transfer funds to the Bailor the Depository's or the Bailor Trustee's Clients. Information regarding the ultimate owners shall be provided as an xml Register from the electronic document management system, in the form annexed hereto as Appendix No. 46. Income shall be paid within seven (7) working days after the Register receipt by the Depository. The Depository's services shall be paid for in the amount set forth in the Depository's Tariffs.

**45.18.** In case of termination of depository activity by the Depository, information on the Bailors' rights shall be transferred in accordance with the legislation of the Russian Federation to the registrar or another depository, with the exception of information on certificated securities without mandatory centralized custody, which shall be transferred to the Bailor or another depository specified by the Bailor.

#### ***46. Procedures for Making Entries When Performing Transactions on Registration of Transfer of Rights to Securities in the Order of Succession***

**46.1.** In the event of the Bailor's / Individual Depository's Client's death, the writing-off of securities from their Securities Account / Securities Sub-Account may be carried out as a result of the transfer of ownership of the securities belonging to them by succession to other persons by will or law.

**46.2.** In case of submission to the Depository of the Bailor's / Bailor's Client's death certificate (or another document confirming the Bailor's / Bailor's Client's death, or upon receipt of the corresponding request from the notary public or court), the transactions on the Securities Account of such Bailor shall be suspended until the transfer of ownership of the securities belonging to such Bailor by succession to other persons by will or law.

For the purposes of suspending transactions, the Official Order shall be drawn up by the Depository, with the attachment of the documents specified in the first paragraph of Article 46.2 of the Terms and Conditions.

**46.3.** The antecessor's Securities Account Statement / Securities Sub-Account Statement shall be issued at the request of the notary public or court.



**46.4.** Upon receipt of documents that serve as the basis for writing-off securities from the successor's Securities Account, the Depository shall resume transactions on the Securities Account / Securities Sub-Account.

For the purposes of resuming transactions, the Official Order shall be drawn up by the Depository, with the attachment of the documents specified in the first paragraph of Article 46.4 of the Terms and Conditions.

**46.5.** The basis for the transaction of crediting inherited securities to the successors' Securities Accounts shall be as follows:

- the order signed by the successor;
- the certificate of succession, as well as one of the following documents, if inherited securities are held in common ownership of two or more successors:
  - the notarized agreement on the division of property containing a reference to the number of securities that each of the shared ownership participants is entitled to (the original or a copy certified by the court or a notary public);
  - a court decision containing an indication of the number of securities that each of the shared ownership participants is entitled to.

**46.6.** Features of obtaining documents that are the basis for crediting inherited securities to the successors' Securities Accounts from the sub-account of the antecessor's clearing Securities Account:

**46.7.** The documents specified in clause 46.5 of the Terms and Conditions shall be transferred to the Depository through the Bailor Clearing Organization. Additionally, the Clearing Organization shall send the Order to the Depository to write off securities from the antecessor's Securities Sub-Account.

***47. Procedure for Conducting Depository Transactions on Securities Sub-Accounts Based on the Clearing Results With the Participation of the Central Counterparty.***

**47.1.** The "Primary for Settlements" sections of the Securities Sub-Accounts of the clearing Securities Account, as well as the owner's Securities Account opened directly to the clearing organization shall be used when performing transactions related to the fulfillment of obligations to transfer securities based on the clearing results with the participation of the central counterparty.

**47.2.** Interaction between the clearing organization and the Depository in the course of transactions related to the fulfillment of obligations to transfer securities based on the clearing results shall be carried out on a daily basis on the Depository's business days in accordance with the Clearing Securities Account Agreement and these Terms and Conditions.

**47.3.** Transactions on the transfer of securities between the "Primary for Settlements" sections of the Securities Sub-Accounts, as well as between the owner's Securities Account and the clearing organization owner's Securities Sub-Account related to the fulfillment of obligations to transfer securities based on the clearing results shall be carried out by the Depository on the basis of the consolidated order in accordance with Appendix No. 42 to these Terms and Conditions without a mark "without the participation of a central counterparty", or the order in the form of Appendix No. 43 to these Terms and Conditions submitted by the clearing organization to the Depository.

**47.4.** The Depository shall refuse to execute the consolidated order if at least one transaction from the consolidated order cannot be executed, including in the cases when its execution entails the occurrence of a negative balance on the Securities Sub-Account section / Securities Account section. In this case, the Depository shall send the message to the clearing organization about

the refusal to execute the consolidated order in accordance with Appendix No. 45j to the Terms and Conditions.

***48. Procedure for Conducting Depository Transactions on the Securities Sub-Accounts Based on the Clearing Results Without the Participation of the Central Counterparty***

**48.1.** The “Primary for Settlements” sections of the Securities Sub-Accounts of the clearing Securities Account, as well as the technical Securities Sub-Account shall be used when performing transactions related to the fulfillment of obligations to transfer securities based on the clearing results without the participation of the central counterparty.

**48.2.** Interaction between the clearing organization and the Depository in the course of transactions related to the fulfillment of obligations to transfer securities based on the clearing results shall be carried out on a daily basis on the Depository’s business days in accordance with the Clearing Securities Account Agreement and these Terms and Conditions.

**48.3.** Transactions on the transfer of securities between the “Primary for Settlements” sections of the Securities Sub-Accounts related to the fulfillment of obligations to transfer securities based on the clearing results shall be carried out by the Depository on the basis of the consolidated order in accordance with Appendix No. 42 to these Terms and Conditions with a mark “without the participation of a central counterparty”, or the order in the form of Appendix No. 43 to these Terms and Conditions submitted by the clearing organization to the Depository.

**48.4.** In the case of transactions on the transfer of securities related to the fulfillment of obligations under agreements concluded in the process of placement of securities, the Depository shall accept the consolidated order specified in clause 48.3 of the Terms and Conditions for execution under the following conditions:

the clearing organization communicates simultaneously with the transfer of this consolidated order to the Depository the order to credit the securities to the technical Securities Sub-Account in accordance with forms specified in Appendices No. 42 and No. 43 to these Terms and Conditions;

the number of securities specified in the order for crediting securities to the technical Securities Sub-Account coincides with the total number of securities to be transferred to the Securities Sub-Accounts of the clearing Securities Account on the basis of the consolidated order.

**48.5.** The Depository shall refuse to execute the consolidated order if at least one transaction from the consolidated order cannot be executed, including in the cases when its execution entails the occurrence of a negative balance on the Securities Sub-Account section / Securities Account section. In this case, the Depository shall send to the clearing organization a reasoned refusal to execute the consolidated order in accordance with Appendix No. 45 to these Terms and Conditions.

**48.6.** In case of violation of the terms and conditions specified in clause 48.4 of the Terms and Conditions, the Depository shall also refuse to execute the order for crediting securities to the technical Securities Sub-Account.

***49. Consideration of Appeals (Complaints)***

**49.1.** The Depository shall ensure objective and timely investigation of appeals (complaints) and give a substantive response on the issues raised in the appeal (complaint), save as provided for in Clause 49.5 of the Terms and Conditions.

**49.2.** The Depository shall accept appeals (complaints) sent by post to its location address or via the Personal Account in the electronic document management system.

49.3. The Depository shall notify the Financial Services Recipient of the appeal (complaint) receipt, if the need for such notification is specified in the appeal (complaint).

49.4. Information regarding the procedure for notification of the Financial Services Recipient of the appeal (complaint) receipt is posted on the Depository's website.

49.5. The Depository shall be entitled not to respond to any received appeal (complaint) in the following instances:

1) no identifiers of the Bailor and/or the Depository's Client (including, for individuals: surname, name, patronymic (if any), for legal entities: full name and location of legal entity), or response address/details are specified in the appeal (complaint);

2) the appeal (complaint) contains any obscene or abusive language, threats against property of the Depository, property, life and/or health of the Depository's employees or their family members;

3) text of a written appeal (complaint) is illegible;

4) the appeal (complaint) contains a question, to which the Bailor and/or the Depository's Client has received a substantive written response earlier, and no new arguments or circumstances are given in the newly received appeal (complaint), or the appeal (complaint) contains a question, the consideration of which is beyond the Depository's competence, and the Bailor and/or the Depository's Client is notified thereof;

5) the appeal (complaint) does not include a signature (digital signature) of the Bailor and/or the Depository's Client or its authorized representative (for legal entities).

49.6. For each received appeal (complaint) the Depository shall record the following information in the general register of the Bank's incoming documents:

1) date of registration and recipient's reference number of the appeal (complaint);

2) for individuals: surname, name, patronymic (if any) of the Bailor and/or the Depository's Client, and for legal entities: name of the Bailor and/or the Depository's Client, on behalf of which the appeal (complaint) has been filed;

3) subject of the appeal (complaint);

4) date of registration and sender's reference number of a response to the appeal (complaint).

49.7. The Depository shall respond to the appeal (complaint) on paper or in electronic format (unless otherwise specified in the appeal (complaint)), save as specified in Clause 49.5 of the Terms and Conditions, within thirty (30) calendar days after the day of appeal (complaint) receipt.

49.8. If the appeal (complaint) is accepted, the Depository's response shall contain an explanation of actions to be taken by the Depository regarding the appeal (complaint) and actions to be taken by the Bailor and/or the Depository's Client (where necessary). If the appeal (complaint) is not accepted, a response shall be sent to the Bailor and/or the Depository's Client specifying reasonable grounds for refusal. In any case, the Depository's response regarding the appeal (complaint) consideration shall contain a substantiated (with reference to the applicable requirements of the Russian law, other regulations, basic and internal standards of self-regulatory organization, internal documents of the Depository, deposit agreement, as well as actual situation of the issue under consideration) response to each argument given by the Bailor and/or the Depository's Client.

## ***50. Dispute Resolution***

**50.1.** All disputes, disagreements and claims arising from this Agreement or directly or indirectly related hereto, including those relating to its conclusion, existence, modification, performance, violation, termination and validity between the Depository and the Bailor regarding the provision of services by the Depository provided for in the Terms and Conditions, shall be resolved through negotiations.

**50.2.** If it is impossible to settle disagreements through negotiations, the subject of the dispute shall be submitted for consideration to the Arbitration Center at the Russian Union of Industrialists and Entrepreneurs.

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