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| **Central Bank of the Russian Federation (Bank of Russia)**  **APPROVED BY**  **dated 28 November 2019**  **(Notice No. 14-6-9/13525 by the Bank of Russia on the approval of NSD documents, dated 28 November 2019)** | **APPROVED BY**  **NSD’s Supervisory Board**  **Minutes No. 11/2019 dated 01 October 2019** |
|  | **ENDORSED BY**  **National Settlement Depository Customer Committee (Central Securities Depository Customer Committee)**  **Minutes No. 45 dated 20 Septeber 2019** |
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**TERMS AND CONDITIONS OF DEPOSITORY OPERATIONS**

**of National Settlement Depository**

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**SECTION 1. GENERAL PROVISIONS**

## Article 1. Scope of the Terms and Conditions of Depository Operations

These Terms and Conditions of Depository Operations of National Settlement Depository (the **“Terms & Conditions”**) set out the procedure to be followed in the course of depository operations by National Settlement Depository (**“NSD”** or the **“Depository”**) operating under a professional securities market participant license for depository operations (No. 045-12042-000100, dated 19 February 2009). These Terms & Conditions contain the key terms and conditions in accordance with which the Depository provides its Clients with services for the record keeping and transfer of rights to uncertificated securities and immobilized certificated securities, as well as for the safekeeping of immobilized certificated securities, provided that the Depository provides services for the record keeping and transfer of rights to such securities by way of opening and maintaining securities accounts, making transactions on such securities accounts, and assisting securities owners in exercising their rights attached to securities, including the right to be involved in managing joint stock companies and the right to receive income and other distributions on such securities.

## Article 2. Key Terms and Definitions

Any terms used in these Terms & Conditions, but not defined in this Section, shall be construed in accordance with the applicable Russian Federation laws.

Any terms in these Terms & Conditions, as related to electronic data interchange between the Depository and its Clients, shall be construed in accordance with the Depository’s Electronic Data Interchange Rules approved by the Bank of Russia.

These Terms & Conditions use, among others, the following terms which have the following meanings:

An **“Active Account”** shall mean an account (accounts) opened in accordance with sub-paragraphs 6 and 8 paragraph 2.2 of the Bank of Russia’s Regulation № 503-P “On the Procedure for Opening and Maintaining Securities Accounts and Other Accounts by Depositories” dated 13 November 2015.

**“Public Creditor”** shall mean an executive authority managing cash balances in the unified federal budget account or in a budget account of a Russian Federation region, as well as any financial institution in charge of cash management with respect to cash funds owned by the Russian Federation.

The **“Depository”** shall mean National Settlement Depository.

A **“Depository Operation”** shall mean activities of the Depository resulted in opening (closing) a Securities account (an account not intended to keep records of the rights to securities, a Securities sub-account), making entries in the Securities account (the account not intended to keep records of the rights to securities, the Securities sub-account) or a registry, providing the initiator of the transaction with information about the Securities account (the account not intended to keep records of the rights to securities, the Securities sub-account) or the registry.

A **“Client”** shall mean a user of the Depository’s services for the record keeping and transfer of rights to securities, as well as for the safekeeping of immobilized certificated securities. The term “Client” shall also be used to refer to an issuer (or the party liable on securities) holding an issuer account and/or a treasury securities account, or a clearing house holding a clearing securities account, or a broker holding a broker account, unless it is required to describe specific services provided to the said entities.

An **“Agreement”** shall mean a securities account agreement (depository agreement) entered into by and between the Depository and a Client and governing their relationship in connection with the Depository's services for the record keeping and transfer of rights to securities.

The **“Clearing Law”** shall mean Federal Law No. 7-FZ “On Clearing, Clearing Activities and Central Counterparty” dated 7 February 2011.

The **“Securities Market Law”** shall mean Federal Law No. 39-FZ “On the Securities Market” dated 22 April 1996.

The **“CSD Law”** shall mean Federal Law No. 414-FZ “On a Central Securities Depository” dated 7 December 2011.

A **“foreign security”** shall mean foreign financial instruments admitted to circulation in the Russian Federation as foreign issuers’ securities and satisfying the requirements of paragraph 1 Article 51-1 of the Law on the Securities Market, or Russian securities that may be held in the Depository's Accounts with foreign depositories.

A **“foreign depository”** shall mean a foreign organization with which the Depository may, in accordance with the Russian Federation laws, hold an account designed to keep records of securities held by Depository’s clients.

A **“foreign nominee holder”** shall mean a foreign organization incorporated in any of the jurisdictions listed in [sub-paragraphs 1](consultantplus://offline/ref=89A8D10487B5450F64B782C8CF88C67A8E861AE8FF055642FCAE470CB3F9053FCADFDD6D8DD11EF62E17213FED028A2904EFFA729D662912g0f7G) and [2 of paragraph 2 of Article 51.1](consultantplus://offline/ref=89A8D10487B5450F64B782C8CF88C67A8E861AE8FF055642FCAE470CB3F9053FCADFDD6D8DD11FFF2717213FED028A2904EFFA729D662912g0f7G) of the Securities Market Law, acting on behalf of other persons, to the extent that the organization may, in accordance with the laws of the jurisdiction of its incorporation, provide services for the record keeping and transfer of rights to securities, and which holds a foreign nominee account with the Depository.

**“Information operations”** shall mean depository operations related to generating reports and statements on the securities account and other Depository’s registries or on transactions conducted by the Depository at the Client’s request.

A **“treasury securities account of the issuer (or of the party liable on securities)”** shall mean a securities account which is intended to record rights of an issuer (or of a party liable on securities) to the securities issued by such party.

A **“clearing securities account”** shall mean a securities account which is intended to keep records of securities that may be used for the purposes of settling and/or securing liabilities eligible for clearance, or liabilities arising under an asset pool agreement, or liabilities for the payment of a fee to a clearing house or any other organization in accordance with the Clearing Law.

**“Corporate actions”** – actions performed by security issuers and/or security owners related to exercising rights attached to securities, which affect or may affect the issuer’s equity structure, its financial performance, security owners’ status and the instruction of exercising their rights to securities.

A **“vault”** shallmean a safekeeping facility, a registrar, another depository or a Foreign Depository which stores securities certificates and/or records rights to the Depository’s Client securities.

A **“nominee holder”** shall mean a depository, whose nominee securities account is being used for the purpose of keeping records of rights to any securities, with respect to which the nominee holder is not an owner, and which are recorded by the nominee holder for the benefit of its own clients.

An **“operator”** shall mean a legal entity, which is not the Client holding such securities account, but which is authorized by the Client or by law to give instructions to make transactions in a securities sub-account(s) within the securities account. An operator may be designated either for a specific securities account, or for a specific sub-account, or for sub-accounts of one or more than one type.

A **“passive account”** shall mean an account (accounts) opened in accordance with sub-paragraphs 4 and 8 paragraph 2.2 of the Bank of Russia’s Regulation № 503-P “On the Procedure for Opening and maintaining Securities Accounts and Other Accounts by Depositories” dated 13 November 2015.

An **“Instruction”** shall mean a document containing an order for the Depository to conduct one or a few related depository operations.

**“Operational day”** shall mean a period of time during which instructions may be accepted for execution and executed.

A **“recordkeeping system”** shall mean a system that includes software and hardware, databases, telecommunication means, other equipment being used by the Depository for the purposes of depository operations.

An **“Internal instruction”** shall mean an internal document initiated by an employee of the Depository.

A **“designated technical account”** shall mean an account which is intended to be used for the purpose of settling liabilities upon clearing of trades. A designated technical account is not intended to be used for the purpose of keeping records of rights to securities.

The **“List of Securities”** shall mean a list of securities accepted by the Depository for servicing in accordance with Section 4 of these Terms & Conditions.

A **“securities account”** shall mean a set of entries (having a common feature) made in Depository’s books of records and intended for the purpose of record keeping of securities.

An **“owner securities account”** shall mean a securities account which is intended to record title to, or any other interest in, securities.

A **“trustee securities account”** shall mean a securities account which is intended to record a trustee’s rights in respect to securities held in trust.

A **“nominee securities account (interdepository securities account)”** shall mean a securities account opened with the Depository in the name of another depository, and which is intended to record rights to securities that such other depository does not own, but only records them for its own clients.

A **“foreign nominee securities account”** shall mean a securities account opened with the Depository in the name of a foreign organization (foreign nominee holder) acting on behalf of third parties, provided that such organization, in accordance with the laws of jurisdiction of its incorporation, is authorized to record and transfer rights to securities.

A **“Depository’s Account”** shall mean the Depository’s nominee securities account opened with another Depository, the Depository’s nominee securities account opened with the register of securities owners, or an account of a person acting in other persons’ interests opened for the Depository with the Foreign Depository. The term “Depository’s account” is used in the Terms and Conditions if there is no need in reflecting specifics of transactions conducted in the Depository’s Accounts listed above.

A **“broker account”** shall mean an account which is intended to record equity or debt securities upon their offering by way of subscription through a broker. Securities may be credited to such broker’s account for further distribution to the persons who entered into an agreement to subscribe to such equity or bond securities, subject to payment by them of at least 25 percent of the subscription price.

A **“nominee’s customers’ account”** shall mean an account which is intended to record securities owned by customers of a nominee and/or foreign nominee who keep records of the rights to such securities, upon such nominee and/or foreign nominee ceasing to perform such functions, and provided that there is no ground for crediting such securities to any other account.

An **“unidentified party account”** shall mean an account which is intended to record securities the owners of which are not identified. This account is not intended to record rights to securities.

A **“securities sub-account”** shall mean an accounting register (a component of the Clearing securities account) intended for recording securities which may be used for settling and (or) providing the settlement of liabilities admitted to clearing, as well as liabilities which occur under the property pool agreement, and liabilities related to paying fees to a clearing organization and other organizations in accordance with the Federal Law No. 7-FZ “On Clearing, Clearing Activities and Central Counterparty” dated 7 February 2011.

A **“trading securities account”** shall mean a securities account which is intended to keep records of securities that may be used for the purposes of settling and/or securing liabilities eligible for clearance, or liabilities for the payment of a fee to a clearing house or any other organization in accordance with the Clearing Law.

An **“issuer account”** shall mean an account opened with the Depository for an issuer and intended to record securities upon their offering or redemption. This account is not intended to record rights to securities. The Depository shall record any securities to be offered and any redeemed securities separately in separate sub-accounts of the relevant issuer account.

An **“authorized representative”** shall mean an individual authorized by the Client (or by a Securities account operator, or an Operator of the account not intended to keep records of the rights to securities, or a Securities sub-account operator) to submit or sign Instructions and other documents to the Depository and/or to receive reports from the Depository. The authority of authorized persons shall be set out in powers of attorney issued in their name or in the relevant constitutional documents.

## Article 3. General Provisions

* 1. The Depository is engaged in depository operations, including in the capacity of a settlement depository, in accordance with the Securities Market Law, performs the central securities depository’s functions in accordance with the CSD Law, other Russian Federation laws (including regulations issued by the Bank of Russia), the Basic Standard of Depository Operations in the Financial Market, as approved by the Committee for Standards of Depository Operations, securities account agreements entered into with Clients, and these Terms & Conditions.
  2. In addition to depository operations, the Depository combines clearing operations under the license for clearing operations (No. 045-00004-000010 dated 20 December 2012) with repository operations under the license for repository operations (No. 045-01 dated 28 December 2016), and conducts banking operations and transactions under license No. 3294 dated 4 August 2016 issued by the Central Bank of the Russian Federation; operations connected with the assignment of ISIN and CFI codes; operations connected with the assignment of Legal Entity Identifiers (LEI) to be used for transactions and reporting in financial markets; and other operations, subject to the restrictions set forth by the CSD Law.
  3. Securities accounts may be used to record rights to the following securities:
* securities placed by Russian issuers (issued by Russian legal entities), the rights to which, in accordance with the applicable laws of the Russian Federation, may be recorded by depositories in securities accounts; and
* foreign financial instruments qualified as securities in accordance with article 44 of the Securities Market Law, and rights to which, in accordance with the laws of the jurisdiction of incorporation of the person liable on such financial instruments, may be recorded in accounts held with organizations that record rights to such securities.

Depository operations also cover any other securities issued in a form and subject to a procedure prescribed by the Russian Federation laws and accepted by the Depository for servicing.

* 1. The Depository acts as a settlement depository, i.e. settles trades made through exchanges, under an agreement with such exchanges and/or clearing houses responsible for clearing of liabilities in such trades.
  2. Under a securities account agreement with a Client, the Depository may also provide related services allowed by the Russian Federation laws for the purpose of enhancing the quality of depository services.
  3. With effect from the date when the entry regarding the dissolution of the National Depository Center Closed Joint Stock Company (“NDC”) as a result of reorganization through merger with the Depository was made in the Unified State Register of Legal Entities, these Terms & Conditions became an integral part of securities account agreements between NDC and its clients, which agreements were assigned to the Depository. Any reference to “NDC” in securities account agreements between NDC and its clients shall be construed as a reference to the “Depository” (as defined in Clause 1.2 below).
  4. The Depository may unilaterally amend these Terms & Conditions.
  5. These Terms & Conditions shall be approved, in accordance with the applicable procedure, by NSD’s Supervisory Board. These Terms & Conditions may only be submitted to the Supervisory Board upon their consideration by the National Settlement Depository Customer Committee (Central Securities Depository Customer Committee). In the event these Terms & Conditions are not endorsed by the said Committee, they may be approved by NSD’s Supervisory Board by at least a two-thirds vote of the Supervisory Board members.
  6. These Terms & Conditions, as well as any amendments thereto, shall be submitted for approval to the Bank of Russia and shall only take effect upon such approval.
  7. The Depository shall allow free access to these Terms & Conditions, as well as any amendments thereto, by any interested party (regardless of the purpose of receipt of such information), by posting these Terms & Conditions and any amendments thereto on the Depository’s official web site at [www.nsd.ru](http://www.nsd.ru).

Upon request by any interested party, the Depository shall provide a copy of these Terms & Conditions, subject to payment of a fee not exceeding the cost of making the copy.

The Depository shall also post any and all general notices concerning all Clients and related to the procedure, method and formats for submitting documents for concluding an Agreement and opening a Securities account or an account not intended to keep records of the rights to securities, any amendments to standard agreement forms or appendices thereto, instructions on how to fill in Instruction forms, etc. on the Depository’s official web site at [www.nsd.ru](http://www.nsd.ru).

Communications regarding securities and information relating to the exercise of rights attached to securities shall be posted on the Depository's official web site intended to disclose information relating to the exercise of rights attached to securities.

* 1. The Depository shall notify any and all amendments to these Terms & Conditions to the Clients at least ten days prior to their effective date by posting such amendments or a new version of these Terms & Conditions on the Depository’s official web site at www.nsd.ru. Any such notice shall be deemed to have been given on the date when the relevant information is posted on the Depository’s web site at www.nsd.ru. Clients shall be solely responsible for monitoring such information on the Depository’s web site at www.nsd.ru, and for receiving such information.
  2. The Depository may duly approve any other documents that clarify the procedure for specific depository transactions and the procedure for interaction between the Depository and its Clients, provided that such documents are consistent with the Russian Federation laws and these Terms & Conditions. The Depository shall notify any and all amendments to such documents to the Clients at least ten days prior to their effective date by posting such amendments and (or) a new version of the documents on the Depository’s official web site at [www.nsd.ru](http://www.nsd.ru).
  3. By entering into agreements with other depositories, the Depository may become a client of such other depositories or accept such other depositories as its own clients in accordance with the Russian Federation laws, unless this is inconsistent with the CSD Law or expressly prohibited by the Agreement.
  4. For the purposes of Bank of Russia’s depository transactions, the provisions of these Terms & Conditions shall apply subject to the requirements of the Russian Federation laws governing the activities of the Central Bank of the Russian Federation.
  5. For the purposes of depository transactions performed by the Russian Federal Treasury acting as a public creditor, the provisions of these Terms & Conditions shall apply subject to the requirements of the Russian Federation laws governing the procedure for managing cash balances in the unified federal budget account by way of purchasing (selling) securities under REPO contracts.
  6. For the purposes of depository operations in securities accounts of any other public creditors, the provisions of these Terms & Conditions shall apply subject to the requirements of the Russian Federation laws applicable to such public creditors.
  7. Pursuant to the Russian Federation laws, the Depository has developed and takes measures to prevent and combat bribery. The Depository does not take measures determined by the Russian Federation laws as giving and (or) accepting a bribe, commercial bribes, does not pay and does not offer pay any money and give values directly or indirectly, to any persons for influencing these persons’ actions and decisions for receiving any illegal advantages or achieving any illegal goals, and does not take any other illegal actions violating Russian Federation anti-bribery laws.

## Article 4. Forms of Agreements between the Depository and Clients

* 1. These Terms & Conditions shall constitute an integral part of an Agreement between the Depository and a Client. A securities account agreement (the **“Agreement”**) shall govern relationships between the Depository and the Client in the course of Depository’s depository operations. The signing of the Agreement shall not result in the transfer of title to the Client’s securities to the Depository. Unless otherwise provided for by the Russian Federation laws or by the Agreement, the Depository may not make any transactions with any of the Client’s securities, other than as upon the Client’s Instruction.

The Agreement with a Client shall be made in writing.

* 1. The Agreement shall cover the provision by the Depository of the following services to the Client:
* and transfer of rights to securities, as well as safekeeping of immobilized certificated securities, provided that the Depository provides services for the and transfer of rights to such securities, by way of opening and maintaining a Client’s securities account, and ensuring that the Client is capable to deal with the relevant securities by way of making transactions in such securities account;
* assisting the Client in exercising any of the owner’s rights attached to such securities;
* related services in connection with such securities; and
* if provided by the Agreement, safekeeping of immobilized certificated securities.
  1. Unless otherwise provided for by the Agreement, the number of securities accounts that may be opened for a Client under the same Agreement, including the number of securities accounts of the same type, shall be unlimited.
  2. The Client shall not be required to immediately deposit any securities upon the entering into the Agreement.
  3. Depending on whether the Client has title to, or any other interest in, securities, or whether the Clients holds such securities in trust, or whether the Client acts as a depository and records securities held by its own customers, the Depository may enter into Agreements of the following types for the purpose of recording rights to securities:
* an owner securities account agreement;
* a trustee securities account agreement;
* a nominee securities account agreement (interdepository securities account agreement);
* a foreign nominee securities account agreement;
* a clearing securities account agreement; or
* a treasury securities account agreement.

The forms of the above agreements shall be standard and shall be duly approved by the Depository.

* 1. The Depository shall allow free access to the standard securities account agreement forms by any interested party (regardless of the purpose of receipt of such information), by posting such agreement forms on the Depository’s official web site at [www.nsd.ru](http://www.nsd.ru).
  2. Where a Depository’s Client is a nominee holder (another depository), their Agreement shall provide for a procedure and time limits for matching the details of their respective client’s securities, as well as a procedure for provision, in the cases stipulated by federal laws or other regulations, of details of the owners of securities recorded by the Client acting as a depository, provided, however, that the Depository shall not be responsible for the accuracy or reliability of information on the owners of securities, as received from Clients, but shall only be responsible for the accuracy of its transmission to third parties.
  3. The Depository may also enter into any other agreements with the Client, including supplemental agreements to the Agreement to govern the procedure for provision of depository or related services, provided that such other agreements are consistent with the Russian Federation laws and these Terms & Conditions.
  4. Interchange of information and documents in electronic format shall be performed in accordance with an electronic data interchange agreement entered into with the Client, an integral part of which will be the Electronic Data Interchange Rules approved by the Bank of Russia, and format descriptions and specifications of electronic messages to be used for the purposes of document interchange between the Depository and the Client. For the purposes of electronic data interchange with the Depository, the Client may use NSD’s electronic data interchange system (“EDI System”) and/or SWIFT). The terms and conditions applicable to electronic data interchange and governing the use of a particular channel designed to interchange information between the Depository and the Client shall be set out in the electronic data interchange agreement. A standard electronic data interchange agreement form, the Electronic Data Interchange Rules, electronic message formats (specifications), and any other documents setting forth the terms and conditions of electronic data interchange between the Depository and its Clients are posted on the Depository’s official web site at [www.nsd.ru](http://www.nsd.ru).
  5. An issuer account may be opened subject to the execution between the Depository and the issuer of an issuer account agreement on the basis of which the Depository shall be responsible for maintaining such issuer account and providing services for the centralized of rights to securities and/or mandatory centralized safekeeping of immobilized certificated securities of an issuer, provided that the Depository provides services for the and transfer of rights to such securities. Several Issuer accounts may be opened for a Client based on a single agreement.
  6. A broker account to be opened in accordance with clause 9, article 24 of the Securities Market Law for the purposes of securities offering may be opened with the Depository subject to the execution of a depository services agreement with the broker providing services related to the offering of the relevant equity or bond securities. Several Broker accounts may be opened for a broker based on the only agreement.
  7. The forms of agreements referred to in clauses 4.10 and 4.11 above shall also be standard and shall be approved in the manner prescribed by the Depository. The Depository shall allow free access to such standard agreement forms by any interested party (regardless of the purpose of receipt of such information), by posting such agreement forms on the Depository’s official web site at [www.nsd.ru](http://www.nsd.ru).
  8. The Depository may, in accordance with the internal compliance rules, refuse to enter into a securities account agreement or an agreement under which an account not intended to keep records of the rights to securities is to be opened and maintained, if the Depository suspects that the purpose of such agreement would be to make transactions aimed at money laundering or terrorist financing, or where the Client has failed to provide any document to be provided for the purpose of opening a securities account of a particular type or an account not intended to keep records of the rights to securities (including any document required for the purpose of the Client or his customers identification, determining the tax residency of Clients, beneficiaries, and persons who control them directly or indirectly, including the verification of integrity and fullness of information submitted by the Client), or where the Client as a professional securities market participant fails to comply with the applicable license requirements. The Depository may also refuse to enter into a securities account agreement or an agreement under which an account not intended to keep records of the rights to securities is to be opened and maintained, where the Client has failed to provide verified information on his business reputation.
  9. The Depository also may refuse to conclude a securities account agreement or an agreement which is a basis for opening and maintaining an account not intended to keep records of the rights to securities, in the following cases:
* If international sanctions and/or foreign countries’ sanctions applied to individuals and legal entities of the Russian Federation, certain industries of the Russian Federation, and the Russian Federation in general, as well as laws applied to the sanctions of countries other than the Russian Federation, were imposed against the Client and his/her affiliates;
* If the Client fails to fulfil his/her obligations specified in p. 10.17 of these Terms & Conditions;
* If the implementation of the securities account agreement or the agreement which is a basis for opening and maintaining an account not intended to keep records of the rights to securities, or any other obligations related to these agreements by the Depository may lead to the violation of Sanctions, or may make the Depository an entity subject by the Sanctions, or may result in holding the Depository liable and subject to enforcement actions due to the Sanctions;
* If the Depository cannot perform any obligations emerging due to agreements specified in this paragraph due to the Sanctions.
  1. Centralized safekeeping of clearing participation certificates as immobilized certificated securities subject to mandatory centralized safekeeping shall be performed by the Depository under the agreement with the clearing house that has established an asset pool, in accordance with the requirements of the Clearing Law.

## Article 5. Ensuring Clients’ Continuous Access to the Details Recorded in Their Securities Accounts

The Depository shall ensure that its Clients have continuous access, via the EDI System, to the information regarding the current balance of their securities in their respective securities accounts.

A Client who entered into an electronic data interchange agreement with the Depository may receive such information through web channels that allow the Client and the Depository to promptly interchange information via the public Internet.

The procedure for data interchange between the Depository and its Clients via web channels and using an EDI System local working station or another information interaction channel set by the Electronic Data Interchange Rules shall be governed by the Electronic Data Interchange Rules posted on the Depository’s official web site at www.nsd.ru.

## Article 6. Information Confidentiality

* 1. The Depository shall treat as confidential any and all information regarding a Client and the Client’s securities accounts and account transactions (the “Client’s Details”). The Client’s Details may only be disclosed to the Client himself or his representatives, as well as to third parties in accordance with the federal laws. If so instructed by the Client in writing, the Depository may also disclose the Client’s Details to any other third parties.

The Client’s Details may also be disclosed to courts and arbitration courts (judges), the Bank of Russia, or, where a request for such information is ratified by the head of an investigation agency, to an agency in charge of preliminary investigation, on a matter being investigated by such agency, or to an internal affair agency in the course of detecting, preventing, or suppressing economic crimes subject to the consent of the head of these agencies, and in cases and in the volume stipulated by the federal law.

If the Depository recorded a pledge of securities or registered the fact of the pledge, including the pledge, the Client’s Details may be disclosed to a person for the benefit of whom the pledge was fixed (registered) in accordance with the procedure established by the Bank of Russia.

The Client’s Details and information on the number of securities recorded in the Client’s securities account may be also disclosed to the issuer (the party liable on securities) if it is required for settling liabilities provided for by the Russian Federation laws and in other cases provided for by the Russian Federation laws.

The Client’s Details may be disclosed by the Depository to any persons specified in, and in the cases provided for by, the Agreement.

* 1. The Clients agree and acknowledge that confidential information regarding them and their customers, including information contained in any Depository-registered Clients’ or their customers’ details forms or information contained in instructions, will be disclosed to issuers, register keepers, foreign depositories, or any other authorized agencies/persons, exchanges, stock exchanges, or clearing houses in the cases provided for by the Russian Federation laws, or by the law or depository rules applicable to such foreign depositories, or by the procedure for depository transactions, in accordance with these Terms & Conditions, without further consent of the Client, based on the details available in the Depository’s recordkeeping system. The Client shall ensure that information provided by him to the Depository is accurate, and shall update his details on file with the Depository in a timely fashion. The Client shall ensure that his agreements with his customers incorporate their consent to disclosure of their details to the above parties.
  2. Should a Client be identified as a foreign taxpayer being subject to the foreign account tax compliance laws of a foreign jurisdiction, the Client shall be deemed to have given his consent to the disclosure of his necessary details, including confidential information, as provided for by the Russian Federation laws, to a foreign tax authority and/or foreign withholding agent(s) authorized by a foreign tax authority to withhold foreign taxes or levies, as well as to the Bank of Russia and other Russian federal executive authorities.
  3. A Client shall consent to the disclosure of information on the Client’s transactions to the parent company of the banking group of which the Depository is a member, in accordance with article 26 of Federal Law No. 395-1 dated 2 December 1990 “On Banks and Banking Activities”.

## Article 7. Provision of Information for the Purposes of Client Identification, Currency Control or Information Security

* 1. Within seven business days, unless different time limits are provided in a Depository’s request, a Client shall provide the Depository with a copy of his balance sheets, profit and loss accounts, corporate income tax and value added tax returns (stamped by the relevant tax authority to confirm their receipt), or any other documents or information specified in the Depository’s request, including for the purposes of Client identification or performance by the Depository of the role of a currency control agent and/or performance by the Depository of monitoring responsibilities to comply with the Russian Federation anti-money laundering and terrorist financing laws, or performance by the Depository of responsibilities of setting the tax residency of Clients, beneficiaries, and persons who control them directly or indirectly, including the verification of integrity and fullness of information submitted by the Client, as well as other responsibilities as part of the automatic exchange in financial information with foreign countries (territories).
  2. Where the Russian Federation laws require that a Client, for the purposes of making a transaction, has to provide documents needed for the Depository to perform the role of a currency control agent, the Client shall be allowed to provide such documents in electronic format. When exchanging documents or information in electronic format, it shall be allowed to provide both documents initially in electronic format, and scanned images of initially hard copy documents, in the manner provided for by the electronic data interchange agreement between the Depository and the Client.
  3. To mitigate risks of wrongful acts in respect to any securities of a Client, in whose securities account there has not been any transaction for a prolonged period of time at the Client’s Instruction (which period of time is to be determined by the Depository), the Depository may suspend the execution of any transaction until receipt of a confirmation from the Client in respect to the relevant Instruction. Unless such confirmation is received before the close of operational day on a business day when the relevant Instruction is registered, the Depository may reject execution of such Instruction and provide the Client with an Instruction non-execution report.

## Article 8. Designation of an Operator

* 1. The Client, or a person for who an account not intended to keep records of the rights to securities has been opened, is entitled to transfer powers to submit an Instruction regarding his/her securities account or the account not intended to keep records of the rights to securities to another person – an Operator. The designation of an Operator (i.e. registration by the Depository of details of a party designated to act as an Operator) shall be performed upon submission to the Depository of a power of attorney issued in accordance with the Russian Federation laws (unless a standard form of such power of attorney is provided for by the Agreement) or another document describing the Operator’s powers. No separate agreement between the Depository and the operator shall be required, except for the cases when the Agreement provides for the conclusion of an agreement with the Operator which establishes the specifics of interactions with the Operator. An Operator may be designated for sub-accounts of a particular type, or sub-accounts of particular types, or for a specific sub-account, or for a securities account or account not intended to keep records of the rights to securities. Only a Depository’s Client being a professional securities market participant and meeting the Depository’s requirements to securities sub-account operators may be designated to act as an Operator of the securities account or the broker account. State and local authorities acting on behalf of the Russian Federation, a constituent body of the Russian Federation and municipal entities which are not Clients but have powers to submit Instructions regarding relevant Issuer accounts may also be designated to act as Operators of the Issuer account.
  2. A Client shall designate Sub-account Operators strictly in compliance with the rules applicable to such sub-accounts, as prescribed by the terms and conditions of the issuance of, and dealing with, securities, the Russian Federation laws, and agreements with issuers.
  3. It shall be allowed to designate more than one securities sub-account operator for the same securities account of the same account not intended to keep records of the rights to securities. The Depository shall not be liable to a Client for any acts performed by an operator in accordance with the powers vested in the operator by the Client.
  4. An operator may be removed as a result of the expiry of his power of attorney or by withdrawing his power of attorney, which fact shall be notified by the Client to the Depository in the form of a formal letter signed by a Client’s authorized representative. An operator may also be removed on the ground that the operator does not meet the qualification requirements to operators, as prescribed hereby, in particular, if the operator’s professional securities market participant license is cancelled.
  5. Where an operator for a particular type of sub-accounts is determined by the Depository in accordance with the Russian Federation laws or the Agreement, a Client may only designate a securities sub-account operator for such type of sub-accounts from the list of operators allowed by the Agreement.
  6. The Depository shall not be liable to a Client for any losses caused by any acts performed by the operator authorized by the Client to deal with the securities held by the Client and to exercise rights attached to such securities.

# Section 2. GENERAL PROCEDURE FOR DEPOSITORY TRANSACTIONS; PROCEDURE TO BE FOLLOWED BY CLIENTS AND DEPOSITORY’S STAFF IN THE COURSE OF DEPOSITORY TRANSACTIONS

## Article 9. Basis for a Depository Transaction

* 1. An Instruction signed by a transaction initiator and submitted to the Depository shall constitute the basis for the relevant depository transaction. If the Instruction contains a deadline and (or) a condition of its execution – occurrence of the respective deadline or (and) the condition. The term “Instruction” may be also used for indicating a document which is a basis for conducting other procedures providing for and supporting the separate record of title to securities of each Client. Instructions and documents given to Clients in a hard copy, depending on the document’s designation, terms “Depository instruction,” “Order,” or “Instruction” may be used instead of the term “Instruction”.

Where a transaction is initiated by the Depository, the basis for such transaction shall be an Internal instruction signed by Depository’s authorized officers.

* 1. A depository transaction in a securities account and other procedures providing for and supporting the separate record of title to securities of each Client shall be made on the basis of an Instruction in electronic format or, if provided for by the Agreement, a hard copy Instruction.
  2. Templates of documents to be filled in by Clients (such as standard Instruction forms, standard details forms, etc.) are exhibited in Appendix 1 to these Terms & Conditions.
  3. In the course of their interaction, the Depository and its Clients shall interchange information and documents in electronic format. For the purposes of issuing Instructions in electronic format and submitting the same to the Depository, it shall be required to use cryptographic tools (such as a digital signature and encryption).

The Depository shall enable its Clients to interchange electronic documents with the Depository in accordance with their electronic data interchange agreements using such communication channels as the Depository’s EDI System or SWIFT.

When issuing an Instruction in electronic format, all mandatory fields of the Instruction shall be filled in by the Client in accordance with the procedure applicable to the issuing of Instructions in hard copy. Only Instructions that contain a digital signature will be accepted for execution. As soon as an Instruction is signed with a digital signature, no change to such Instruction shall be allowed. Instructions shall be registered in the recordkeeping system and accepted by the Depository for execution.

A Client may use the Depository’s EDI System to receive from and/or send to any other participant of the EDI System any necessary electronic documents required to issue Instructions or to clarify the terms and conditions of their execution.

* 1. In the cases provided for by the Russian Federation laws, the Depository shall comply with written instructions given by state authorities, in particular, courts or agencies in charge of inquiry or preliminary investigation, provided that such instructions are accompanied by the relevant documents, such as court rulings, writs of execution, attachment instructions, and the like. Based on such instructions given by state authorities, Depository’s authorized officers shall issue the relevant internal instructions to be accompanied by necessary documents constituting the basis for execution of such Internal instructions.

## Article 10. Instruction Execution Procedure

* 1. Any and all actions governed by these Terms & Conditions shall be performed at local time in Moscow.
  2. The Depository shall provide services to its Clients either directly or through regional agents. Instructions or reports in hard copy shall be submitted at the servicing office. Electronic documents shall be accepted from, and delivered to, a Client in accordance with the electronic data interchange agreement.
  3. The key stages of a Client’s Instruction execution procedure shall include:
* Instruction acceptance and verification;
* Instruction registration;
* Verification of the Instruction’s details;
* Checking whether there are any additional documents that need to be submitted by the Client for the purposes of Instruction execution, and verification of whether those documents meet the Depository's requirements (provided that the procedure prescribed for execution of the relevant depository transaction requires submission of any additional documents);
* Matching the Instruction of Client – deliverer and the Instruction of Client-recipient (where the relevant transaction is to be made on the basis of matching Instructions);
* Blocking of securities, where the procedure for execution of a particular transaction requires that the relevant securities be blocked;
* Produce and submit by the Depository of an instruction to the register of securities holders, another depository, or a Foreign Depository to debit the securities from the Depository's Account or to credit the securities to the Depository's Account (for the purposes of acceptance of securities for safekeeping and/or and/or withdrawal of securities from safekeeping and/or record keeping);
* Matching the Instruction and a report (notice or statement) regarding the transaction made in the Depository’s account (for transactions that involve acceptance of securities for safekeeping and/or record keeping or completion of securities safekeeping and/or record keeping);
* Matching the information on the number of securities held in a CSD’s nominee account with the register of securities owners against the information on the number of securities recorded in the Depository’s recordkeeping system (for transactions that involve acceptance of securities for safekeeping and/or record keeping or completion of securities safekeeping and/or record keeping with respect to the CSD’s nominee account);
* Obtaining the clearing house’s consent to the execution of the transaction in a trading securities account;
* Making the relevant entries in the registers of the Depository’s recordkeeping system; and
* Generating and delivering a report to the persons provided for by these Terms & Conditions for specific depository transactions.

Each subsequent Instruction execution stage in the recordkeeping system shall start in real time, immediately upon completion of the preceding stage.

* 1. Hard copy Instructions or any other documents required by these Terms & Conditions shall be accepted from Clients being serviced directly by the Depository from 9.30 am until 5.00 pm (Moscow time) on each operational day. Instructions or any other documents in electronic format, as required by these Terms & Conditions, shall be accepted from Clients from 7.30 am until 8.00 pm (Moscow time) on each operational day. Where an Instruction in electronic format is received by the Depository after 8.00 pm, the Depository may execute such Instruction on the next operational day. For certain transactions, it shall be allowed to determine a different time interval during the operational day when Instructions will be accepted, and execution of such Instructions shall be commenced during the current operational day (provided that the current operational day is specified in the Instruction as a date when its execution shall be commenced). Information regarding the deadlines for acceptance of Clients’ Instructions (in electronic format or in hard copy) for certain depository transactions, reporting deadlines, and other time limits applicable to transactions is posted on the Depository’s web site at [www.nsd.ru](http://www.nsd.ru). Any documents from Clients being serviced at a regional agent will be accepted during the time limits specified by the regional agent. Information on the time of the beginning and end (length) of the operational day shall be placed on the Depository’s official website on the Internet.
  2. After the expiry of the operational day, the Depository will not execute any transactions resulting in changes to the securities balances available in securities accounts, other than transactions connected with making reversing entries in securities accounts, or transactions permitted in accordance with federal laws and/or Bank of Russia’s regulations.
  3. Hard copy Instructions shall be submitted to the Depository by an authorized representative of a Client (or of an operator; a Client or an operator being hereinafter referred to as a “Client”, unless the context requires them to be distinguished). If it is required to get a confirmation of the receipt of the Instruction, a Client shall submit a hard copy Instruction in duplicate.
  4. All Instructions shall be registered upon their receipt by the Depository.

If it is required to get a confirmation of the receipt of the Instruction, a mark confirming the receipt of the Instruction shall be put on the second original of a hard copy Instruction by a Depository’s employee, and the second original of the Instruction shall be returned to the Client’s authorized representative, while the first original shall be retained by the Depository.

The procedure for acceptance and registration of Instructions in electronic format shall be set forth by the electronic data interchange agreement entered into with the Client.

* 1. Any and all accepted Instructions shall be retained by the Depository for a period of at least 8 (eight) years following their registration in the system designed to record documents relating to depository operations and documents relating to the record keeping and transfer of rights to securities.
  2. The Depository shall execute an Instruction on the date or within the time period specified in the Instruction.
  3. Where an Instruction is to be executed within a time period specified, the Depository may execute the Instruction on any day during such time period, upon the occurrence of an event triggering such execution.

An accepted Instruction shall, upon its registration by the Depository, be enqueued for execution. The queue processing during the operational day shall result in an attempt to execute all Instructions the execution date of which falls on such operational day. Upon successful execution of an Instruction, a transaction completion report shall be generated, and the Instruction shall be dequeued. In case of failure to execute an Instruction, the Instruction shall remain in the queue until the occurrence of an event triggering its execution during a next processing cycle.

An Instruction to be executed on a particular date shall be executed on such date as specified in the Instruction. At the close of operational day being the execution date specified, an Instruction that cannot be executed shall be dequeued, and an Instruction non-execution report shall be generated. Where an Instruction can be executed during a time period, and the last day of such time period falls after the current operational day, such Instruction shall remain in the queue until the occurrence of an event triggering its execution on a next operational day.

An Instruction for seizure or forfeiture of securities in the manner prescribed by the law shall be executed on a priority basis.

* 1. In Instructions to transfer securities with a confirmation, the Client may specify the priority of their execution. The priority may be specified for Instructions for delivery of securities of a particular issue, as submitted with respect to a particular sub-account of the Client’s securities account. Where more than one Instruction is submitted by the Client with the same execution priority, Instructions with the earliest settlement date and time (the earliest date and time of the Instruction execution commencement) shall be executed first, with the priority to be given to such Instructions with the earliest registration date and time, provided that the sufficient quantity of securities required for the settlement is available in the securities account and the Instruction has the ‘For execution’ status. The Client may change the Instruction priority execution determined earlier by submitting the relevant Instruction to the Depository.
  2. The Client may pool several Instructions and pre-determine their execution priority. Instructions within such pool shall be executed in the sequence determined in accordance with the conditions pre-defined in the Instructions. For instance, the Client may pre-determine the sequence of execution of Instructions for receipt or delivery of securities.
  3. **The Depository will not accept an Instruction for execution if:**
* the Instruction is inaccurate (for the purposes hereof, inaccuracy shall mean, inter alia, any non-conformance to the required form or details of an Instruction, or failure to fill in any mandatory field), or the Instruction submitted in hard copy contains any erasures, correction marks, or the like;
* the signature of an individual signing the Instruction does not match the specimen signature kept on file with the Depository, or there is a significant reason to suspect that the signature is not genuine, or the Instruction is signed by a non-authorized person;
* the seal impression on the Instruction does not match the specimen seal impression kept on file with the Depository, or there is a significant reason to suspect that the seal impression on the Instruction is not genuine;
* in case of the Instruction in electronic format, the digital signature verification or the document format (specification) control has failed, and/or the text of the Instruction is corrupted as a result of which it is not possible to comprehend the meaning of the Instruction, or in any other cases provided for by the relevant electronic data interchange agreement;
* the power of attorney issued in the name of the Client’s authorized representative who signed the Instruction has expired and/or was issued improperly;
* the Instruction is not accompanied by all necessary documents (copies thereof), where such documents are required for execution of the relevant depository transaction in accordance with the Russian Federation laws or these Terms & Conditions, or where such documents are required due to the nature of the relevant depository transaction, or information contained in such documents does not match the information contained in the Instruction, the details form, etc.;
* the Instruction was received by the Depository later than 15 calendar days upon its issuance (exclusive of the issuance date);
* the Instruction was submitted to the Depository in violation of the requirements set forth by these Terms & Conditions, including where the power of attorney issued in the name of the individual submitting the Instruction has expired; or
* the Instruction acceptance date is later than the date when the Instruction is to be executed (or later than the final date of the execution period).

The Depository shall have the right not to accept a Client's Instruction for execution where the execution of the transaction specified in the Instruction and involving the securities (or the issue of securities) specified therein is prohibited. Information regarding any prohibition to make certain securities transactions shall be communicated to Clients by posting the relevant changes made to the securities' details form on the Depository's official web site used to disclose information regarding the exercise of rights attached to securities. Clients whose securities accounts have non-zero balances of securities transactions in which are prohibited will also be provided with a report/statement (Form GS037).

* 1. **The Depository shall reject execution of an Instruction if:**
* the Instruction’s details do not match the information regarding the Client or his securities account, or any other Clients or their securities accounts the details of which are contained in the Instruction, in particular, which information is kept on file with the Depository in accordance with these Terms & Conditions;
* execution of the Instruction will result in a violation of the Russian Federation laws or of the terms and conditions applicable to the dealing with the securities;
* execution of the Instruction requires making a transaction not provided for by these Terms & Conditions, or the terms and conditions of the relevant transaction, as provided for by the Agreement, have not been complied with, or any of the Depository’s requirements to the completion of an Instruction (including those described on the Depository’s official web site at www.nsd.ru) are not complied with;
* there is no sufficient number of securities available in the securities account (or the securities sub-account);
* the Depository’s Instruction to a register keeper, another depository, or a foreign depository, as issued on the basis of the Instruction, has not been complied with (or has been complied with improperly) by such register keeper, such other depository, or such foreign depository;
* the securities specified in the Instruction are not on the List of Securities, which list shall be posted on the Depository’s official web site intended to disclose information relating to the exercise of the rights attached to securities. It shall be allowed to accept securities for servicing as part of the transaction “Acceptance of Securities for Safekeeping and/or Recordkeeping” when such securities are credited to a Depository’s nominee securities account with another depository, or to a Depository’s account with a foreign depository, as designed to keep records of securities held by Depository’s clients;
* the Instruction’s details do not allow to unambiguously identify securities;
* the securities (or the issue of securities) are (is) blocked, or if there are restrictions on dealing in certain securities (or the issue of securities) transactions;
* the Securities account, or the account not intended to keep records of the rights to securities, or the securities sub-account is blocked;
* the securities for which the Instruction have been submitted are subject to a pledge and (or ) there are restrictions of dealing in securities during the period of the Instruction execution, and the Instruction execution may lead to the violation of obligations (restrictions);
* there is no matching Instruction which is required for the purpose of execution of the relevant depository transaction;
* transaction parameters contained in the Instruction do not match the details contained in the matching Instruction or the details contained in a confirmation given by a clearing house;
* transaction parameters contained in the Client’s Instruction do not match the details contained in a notice (statement or report) received from the relevant register keeper, another depository, or foreign depository;
* details contained in the Client’s Instruction do not match the details contained in a notice (statement or report) received from the relevant register keeper, another depository, or foreign depository;
* the crediting of the securities to the securities sub-account specified in the Instruction is not prescribed by the applicable Russian legislation , decision on the issuance of securities (or another document setting forth terms and conditions of issuance of, or circulation of securities), rules of the exchanges, stock exchanges, or clearing houses that clear trades in such securities, or by these Terms & Conditions;
* the clearing house has not given its consent to a specific transaction in a trading securities account;
* no certificated securities have been deposited by the Client within the time limits specified by the Depository;
* no certificated securities have been received by the Client within the time limits specified by the Depository;
* the number of certificated securities provided by the Client for the purpose of depositing does not match the number of securities specified in the Instruction;
* there is no data regarding the transfer of money, as required to be provided due to the nature of the relevant depository transaction, or the Depository has received data showing that the money transfer has not been made; or
* the Instruction execution date or period has expired.

The Depository shall also reject execution of an Instruction in the following cases:

* if, based on the Client’s Instruction to accept securities for safekeeping and/or record keeping in the Client‘s securities account, foreign securities should be credited regarding which a Foreign depository sent a notice on the issuer’s default, or if foreign securities cannot be credited or transferred in the securities account based on other reasons, about which Clients were informed by way of placing information about restrictions on these securities on the official website of the Depository which is used for disclosing information related to exercising rights to securities;
* if the Client whose securities account is to be credited or debited, due to title transfer, with any securities falling under Chapter IV of the U.S. Internal Revenue Code (FATCA[[1]](#footnote-1)) does not participate or refuses to participate in the identification process under the FATCA requirements;
* if the Client to whose securities account foreign securities should be credited, regarding which a transaction tax may occur, has not submitted a document confirming that the Depository’s clients, counterparties and and/or brokers calculate, declare and pay transaction taxes, and the Depository will not have obligations to pay transaction taxes if transaction taxes occur with regard to each transaction on foreign securities credited in the Client’s securities account or recorded in the Client’s securities account.
  1. Where a hard copy Instruction is not accepted for execution, all originals of the Instruction submitted by the Client shall be stamped by the Depository to certify its non-acceptance, and the reason for such non-acceptance shall be specified. Where an Instruction submitted in electronic format is not accepted for execution, the Client shall, in accordance with the electronic data interchange agreement, be provided with a notice of acceptance/non-acceptance of an Instruction for execution in electronic format, which notice shall state the reason for non-acceptance, unless a different notification procedure is provided for by the electronic data interchange agreement. Where execution of an Instruction is rejected, the Depository shall provide the Client with an Instruction non-execution report stating the reason for non-execution. If necessary, the reason for non-acceptance for execution or non-execution, as provided for by these Terms & Conditions, may be stated in more detail in a document to be provided to the Client. In this case, the Depository shall be deemed to have performed its obligations in connection with such Instruction submitted by the Client. The payment for a transaction not executed due to the fault of the Client shall be made by the Client in accordance with the applicable payment procedure and the Depository’s Fee Schedule. After the reason for a transaction non-execution ceases to exist, the Client shall submit a new Instruction to the Depository.
  2. Before the execution of a transaction is commenced, an Instruction may be cancelled by the transaction initiator. For this purpose, the transaction initiator shall submit a cancellation Instruction to the Depository. The transaction initiator shall be provided with an Instruction cancellation report.
  3. The Depository shall not be liable to a Client for non-execution or untimely execution of transactions in a securities account, inter alia, cases of blocking of securities held by the Client due to any reason beyond Depository’s control and resulting from any acts by third parties, including in the following cases:
* when foreign depositories block transactions with securities held by the Client;
* when sanctions are imposed against the Depository or its affiliates;
* when the Depository and/or foreign organizations perform compliance control procedures and/or tax control in accordance with Russian Federation laws, international agreements, and regulations of the relevant foreign jurisdiction; or
* when anti-money laundering (AML) or know your customer (KYC) procedures are performed in accordance with the laws and regulations of the relevant foreign jurisdiction.

The Client agrees not to use the Securities account for the purpose of direct or indirect violation of Sanctions or the avoidance of them; otherwise, the Client agrees to reimburse the Depository’s loss incurred due to the breach of the obligation by the Client.

* 1. The Depository may credit and debit any securities over which there is a pledge recorded (registered), provided that the terms and conditions of such pledge and the pledgor are disclosed to another depository or another organization that will keep records of owner’s, trustee’s, or foreign authorized holder’s rights to such securities. To meet the said condition, the Client shall be required to submit a relevant Instruction stating that the securities are subject to a pledge, along with the “Information on a Pledge over Securities” (Form GF034). The Depository may credit the securities with regard to which a right to pledge is recorded only to an Owner securities account or a Trustee securities account, provided that the Depository concurrently records (registers) a pledge over such securities on the same terms and conditions.
  2. Specific terms of providing services with respect to securities held on the securities accounts designed to keep records of securities held by Depository’s clients opened with foreign securities depositories, are set out by the applicable foreign law and rules of record keeping of rights on securities of the said foreign securities depositories, as well as the requirements of the Bank of Russia, including restrictions stipulated by the exchange regulation and currency control of the Russian Federation.

## Article 11. Time Limits for Execution of Transactions

* 1. Time limits for execution of a transaction shall commence on the date when the Depository is provided with all necessary documents required to execute the transaction.
  2. Where an Instruction accompanied by all necessary documents is submitted to the Depository before 8.00 pm (in electronic format) or before 5.00 pm (in hard copy), all applicable terms and conditions for the execution of the transaction are complied with, and provided that the then current day is indicated as the date when the Instruction is to be executed, the following transactions (as the case may be) shall be performed on the same day:
* Registration of / making changes to a legal entity details form;
* Registration of / making changes to an individual client details form;
* Registration of bank account details;
* Transfer of securities;
* acceptance of clearing participation certificates, upon their issuance, for safekeeping and/or record keeping;
* withdrawal of clearing participation certificates, upon their redemption, from safekeeping and/or record keeping;
* Operations of recording of a pledge over securities;
* Operations of recording the termination of a pledge over securities;
* Provision of reports/statements upon an information request;
* Opening a Securities sub-account;
* Closing a Securities sub-account.

The same day, corrective entries in Securities accounts, accounts not intended to keep records of the rights to securities shall be made (provided that it is admitted to correct the entries, and there are no reasons preventing the process for making entries).

* 1. A securities account / an account not intended to keep records of rights to securities shall be opened within two business days following the date when the Client submitted all necessary documents required by these Terms & Conditions, and provided that both parties have signed the Agreement.
  2. A securities account / an account not intended to record rights to securities shall be closed no later than the business day next to the date when all necessary documents were submitted, subject to compliance with all terms and conditions to be complied with for the purpose of closing a securities account / an account not intended to record rights to securities in accordance with the Agreement.
  3. Operations of recording of a restriction on dealing in securities and operations of the registration of lifting the restriction on dealing in securities shall be performed no later than the Business day next to the day when the document was received or the event occurred which were grounds for recording of a restriction on dealing in securities or recording of lifting the restriction on dealing in securities.
  4. A pending Instruction shall be cancelled no later than the business day next to the date when the cancellation Instruction was submitted, provided that the cancellation Instruction was submitted before the commencement of execution of the Instruction to be cancelled, or before the beginning of the execution stage when the Instruction cancellation is impossible.
  5. Time limits within which a report is to be provided upon an information request concerning any period/date related to a previous quarter or earlier period may differ from the general time limits provided for by these Terms & Conditions, but shall not exceed five business days after the date when the relevant request was submitted to the Depository.
  6. The following depository transactions shall be executed no later than the business day next to the date when a notice (statement or report) is received from the relevant register keeper, another depository, or a foreign depository, or the date when the relevant immobilized certificated securities are accepted (or handed over):
* acceptance of securities for safekeeping and/or record keeping;
* withdrawal of securities from safekeeping and/or record keeping;
* relocation of securities.
  1. Where securities are credited to, or debited from, a CSD’s nominee account, such transactions as acceptance of securities for safekeeping and/or record keeping or withdrawal of securities from safekeeping and/or record keeping shall be executed on the date of successful matching of the data recorded by the Depository and the data recorded by the register keeper with whom the CSD’s nominee account is held.
  2. Where for the purpose of execution of an Instruction, the Depository or the Client is required to take any further steps (such as to open a nominee account, or enter into a securities account agreement, or receive further information and/or documents, etc.), the Depository may extend the time limits prescribed for execution of the relevant transaction by giving notice to that effect to the Client upon acceptance of the Instruction.

11.11. Depository transactions and other procedures related to the following corporate actions shall be executed within the time limits required by the Russian Federation laws or issuance documents, or specified by the issuer (a person liable on securities, an issuer’s authorized representative or a keeper of the register of securities owners), or set forth by an agreement entered into with the issuer (provided that such time limits may be extended if such extension is required due to the nature of the Corporate action and/or due to the Depository’s need to execute a large number of Depository transactions):

* drawing up a list of clients/securities owners – no later than the date when the list is provided in accordance with the applicable regulations;
* conversion/swap;
* distribution of additional securities;
* redemption (cancellation) of a securities issue.

Such transactions as transactions related to conversion/exchange, distribution of additional securities, or redemption (cancellation) of a securities issue recorded in the Depository’s Account, shall only be executed upon the receipt of a register keeper’s (another depository’s, the Foreign depository’s) notice (report or statement) stating that the Account of the Depository as a nominee holder has been credited/debited with the necessary number of securities. If, as at the record date, the data recorded by the Depository (regarding the total number of securities of the relevant issue in the account held with the relevant entity, as being equal to the sum of securities in the Clients’ and unidentified persons’ accounts) does not match the data recorded by the register keeper (other depository) (regarding the balance of securities as per the register keeper’s (other depository’s) account statement) due to the time gap between execution of the transaction by the register keeper (other depository) and by the Depository, such transaction shall be executed upon resolving such discrepancies.

Such transactions as transactions related to consolidation of additional issues of equity or debt securities, or cancellation of the individual number (code) of an additional securities issue and consolidation of securities of such additional issue with the securities of the original issue shall be executed within the time limits required by the applicable regulations issued by the Bank of Russia.

Upon making a transaction in a CSD’s nominee account held with a register of securities owners, the relevant transactions at the Depository shall be executed provided that a register keeper’s notice of transactions conducted which are related to the Corporate action is available, and further provided that the data recorded by the register keeper and the data recorded by the Depository are successfully matched.

## Article 12. Procedure and Time Limits Applicable to the Provision of Clients with Reports on Transactions Made in Their Securities Accounts / Accounts not Intended to Record Rights to Securities and with Documents Certifying Rights to Securities

* 1. Client interchanges documents with the Depository in electronic format, such Client shall be provided with reports in electronic format on the same day when the relevant transaction was executed. Reports in electronic format shall be provided in the manner set forth by the electronic data interchange agreement, provided that the Client has necessary software and cryptographic tools. If, upon completion of a transaction, the provision of a report in electronic format has become impossible, the Depository may provide such report in hard copy in the manner and within the time limits prescribed for the provision of hard copy reports (this rule does not apply to a Client’s information requests that require the Depository to provide reports with a predefined frequency in electronic format only).
  2. Where a Client who entered into an electronic data interchange agreement with the Depository requires a hard copy report in addition to a report in electronic format, the Client shall submit a request (Form IF04C) to the Depository, which request shall specify reports to be provided to the Client in hard copy. In this case, the Client shall pay for the provision of a hard copy report in accordance with the Depository’s Fee Schedule.
  3. A hard copy report related to a depository transaction executed during the operational day on a business day shall be provided to the Client on the next business day during the period from 9.30 am to 5.00 pm. When issuing a hard copy report referred to in Appendix 2 to these Terms & Conditions, it shall be allowed to use a facsimile signature of a Depository’s authorized officer.
  4. It shall be mandatory to provide a report to the transaction initiator. Any other persons shall be provided with reports in the cases stipulated by the Russian Federation laws or by the Agreement. Where a transaction in the securities account was initiated neither by the Client, nor by a Client’s authorized representative (including a transaction connected with corporate actions), a report shall also be provided to the Client. Where a Depository operation related to changing in balances in the Securities account, the account not intended to record rights to securities, the sub-account, was executed on the basis of an Instruction submitted by an Operator , a report shall be provided by the Depository both to such operator and to the Client. The Client shall designate authorized representatives acting under a power of attorney to receive hard copy reports from the Depository.

The Client shall provide the Depository with the powers of attorney issued in the name of the Client’s authorized representatives upon submission of a set of documents required to open a securities account.

Where the authority of a Client’s authorized representative is revoked, the Client shall submit to the Depository a new power of attorney issued in the name of his authorized representatives. Until such new power of attorney is received, documents shall be provided to the Client’s authorized representative named in the power of attorney held on file by the Depository.

Upon provision/acceptance of any document, the details contained in the power of attorney (including the authorized representative’s specimen signature) shall be compared to the details contained in the authorized representative’s ID document.

Hard copy reports shall be provided to a Client’s authorized representative against his/her signature.

* 1. Report forms are set out in Appendix 2 to these Terms & Conditions.

Reports shall also include a Client’s securities account statements being documents that certify rights to securities. Such statements shall be provided to the Client on the basis of his Instructions (information requests) in accordance with Clause 30 of these Terms & Conditions. A statement or any other document that certifies the Client’s rights to securities as at any specific date shall contain information on the closing securities balance in the securities account. Where a statement or any other document that certifies the Client’s rights to securities is issued by the Depository as at a non-business day or any other day when the Depository does not execute any transactions in securities accounts, such statement shall only contain information on the closing securities balance in the securities account for the preceding business day or another day when the Depository was executing transactions in securities accounts.

Where a Client is provided with a report or any other document that contains information on the securities balance in the securities account during the operational day as at the issuance time of such report, such report shall not constitute a document that certifies the Client’s rights to the securities.

* 1. It shall be allowed to provide a hard copy report regarding a transaction executed on the basis of a Client’s information request to another person, if so instructed by the Client. If the Depository is required to provide such report to another person, the Client shall submit to the Depository an information request (Form IF04C), which request has to specify the corporate name and address of the report recipient, as well as the required report delivery method. Such reports shall be delivered to other persons in the manner provided for by the Agreement between the Depository and the Client. A Client's information request (Form IF04C) submitted in electronic format shall be treated by the Parties as being equivalent to a Client's written instruction to provide information on the securities balances available in the Client's securities account(s) or on transactions in the Client's securities account(s) to other persons. A fee for the Depository’s services and expenses for delivery of such reports shall be paid in accordance with the Agreement and the Depository’s Fee Schedule. The report delivery time to a third party shall not be included in the time limits for execution of a transaction.
  2. A Client may apply for changing the standard method of delivery of transaction reports or statements by submitting to the Depository an Instruction (Form GF097) to change the method of delivery of reports, statements, or any other documents. The list of reports or statements with respect to which a Client may opt out of receiving them is posted on the Depository’s official web site at [www.nsd.ru](http://www.nsd.ru). Upon execution of a transaction, the Client shall be provided with a Form GS097 report. Where the Client has opted out of receiving certain reports or statements, the Depository will be deemed to have fulfilled its obligations to provide depository transaction reports or statements under the relevant securities account agreement.

## Article 13. Record Keeping of Fractional Securities

Where, in the cases provided for by the Russian Federation laws, fractional shares are created, the Depository shall keep record of such fractional securities.

Fractional securities may be created, or their number may increase or decrease upon their debiting exclusively on nominee securities accounts or foreign nominee securities accounts, and on other accounts provided for by federal laws, inter alia, in cases when the number of securities on the nominee account or on the CSD nominee account in the register of security owners, on the nominee securities account with another depository or on the account of a person acting in the interests of third parties opened with the Foreign Depository has changed.

Upon crediting securities to a securities account, their fractions shall be summed up.

A fractional security may only be debited from a securities account or any other account provided that there is no whole number of securities is available, save for the cases where the debiting is made in accordance with the Russian Federation laws.

Where, in the cases provided for by the Russian Federation laws, fractional shares are created, the Depository shall keep record of such fractional shares in Clients’ securities accounts with the Depository. Rights to fractional shares in securities accounts shall be recorded without rounding, as a common fraction. A fractional share shall confer the same rights upon the Client holding such fractional share, as are conferred by the share of the relevant category (type), in proportion to the relevant fraction of such share.

Fractional investment units of mutual investment funds or fractional mortgage participation certificates shall be recorded by the Depository as a decimal with the number of figures placed to the right of a decimal point as required by the mutual investment fund management rules or mortgage collateral management rules (as the case may be), provided that such number shall be at least 5.

## Article 14. Services Provided with Respect to Securities Intended for Qualified Investors

* 1. The Depository may only credit securities intended for qualified investors, as well as securities that are subject to the requirements or restrictions set forth by the Russian Federation laws in relation to dealing with securities intended for qualified investors (“securities intended for qualified investors”), to owner securities accounts held by Clients regarded as qualified investors, or Clients who are not qualified investors, but who acquired such securities as a result of universal succession or conversion, including in connection with reorganization, distribution of a legal entity’s assets upon its liquidation, or in any other cases determined by the Bank of Russia.
  2. The Client shall submit to the Depository a document (either the original or a duly certified copy) certifying that the Client is either a qualified investor by virtue of law, or is recognized to be a qualified investor by an asset management company, brokerage firm or any other entity provided for by federal laws (a “recognizing entity”) in the manner set forth by the Russian Federation laws.
  3. Where a Client is recognized to be a qualified investor by a recognizing entity, and the Depository does not have on file any document certifying the authority of the recognizing entity (and the authority of a corporate body/individual authorized to act on behalf of the recognizing entity), the Client shall also submit to the Depository notarized copies of the documents certifying the authority of the recognizing entity (and the authority of such corporate body/individual authorized to act on behalf of the recognizing entity). Where the Depository has on file the relevant documents certifying the authority of the recognizing entity (and/or the authority of such corporate body/individual authorized to act on behalf of the recognizing entity), the Client shall not be required to submit notarized copies of such documents.

# Section 3. LISTOF DEPOSITORY TRANSACTIONS AND OTHER PROCEDURES PROVIDING FOR AND SUPPORTING RECORD KEEPING AND TRANSFERRING THE RIGHTS TO SECURITIES; BASIS, PROCEDURE AND TIME LIMITS RELATED TO THEIR EXECUTION

## Article 15. List of Depository Transactions:

* 1. The Depository shall perform securities transactions provided for by the Russian Federation laws and Bank of Russia’s regulations, including the following types of transactions:
* Opening a securities account / account not intended to record rights to securities;
* Closing a securities account / account not intended to record rights to securities;
* Opening a Securities sub-account;
* Closing a Securities sub-account;
* Transactions relating to the keeping of accounting ledgers containing information on Clients, Operators, Clients’ customers, issuers, and other persons identification of which is required by these Terms & Conditions, including registering/changing the legal entity details form, registering/changing the individual client details form, registering bank details;
* Transactions related to accounting ledgers containing information on securities; registering/changing the security details form;
* Accepting securities for record keeping and/or safekeeping;
* Releasing securities from record keeping and/or safekeeping;
* Transferring securities;
* Relocating securities;
* Transactions to record encumbrances over securities and/or restrictions on dealing in securities (seizure, blocking or prohibition of dealing in securities);
* Transactions to record the termination of encumbrances over securities and/or restrictions on dealing in securities;
* Transactions in securities upon termination of the depository agreement;
* Transactions relating to the suspension and resuming transactions in Securities accounts and accounts not intended to record rights to securities;
* Information-related transactions; and
* Transactions relating to Corporate action processing.
  1. The Depository shall perform transactions listed in clause 15.1 above subject to the specific terms and conditions of their execution depending, amongst other things, on the type of the accounting ledger in which the particular transaction is to be recorded and the action required. The description of the procedure for executing Depository operations taking into account the abovementioned specifics is contained in appropriate sections of these Terms & Conditions. If the Agreement does not establish specifics of the execution of transactions in certain types of Securities accounts or accounts not intended to record rights to securities, the Depository operations in accounts not intended to record rights to securities shall be executed in accordance with the same procedure as in Securities accounts.
  2. More than one transaction in a Securities account(s), or an account(s) not intended to record rights to securities, or a Securities sub-account(s) may be executed on the basis of the same Instruction.
  3. Along with records related to the execution of Depository operations listed in this section of the Terms & Conditions, the Depository is entitled to execute upon the Instruction of the Client or other persons other procedures which provide and support the separate record keeping of rights to securities of each Client, the transfer of rights to securities, as well as the exercising of rights to securities, in particular, the rights related to the generation of lists of securities holders and persons exercising rights to securities, to the performance of the withholding agent functions by the Depository, to the participation of Clients in Corporate actions, to the cancellation of Instructions, to the change in the statuses of Instructions, etc.

## Article 16. Opening a Securities Account / Account not Intended to Record Rights to Securities

* 1. Transaction description: recording comprehensive information regarding a Client, another person for who the account is opened, and regarding the Client’s Securities account or account not intended to record rights to securities, allowing making transactions in accordance with these Terms & Conditions.

***Basis:***

An Internal instruction.

A Client’s application (to be submitted in the cases provided for by the Agreement, including where more than one securities account of the same type or more than one trading securities account is to be opened for the Client).

***Outgoing documents:***

A securities account opening report, or an account opening report for an account not intended to record rights to securities, issued to the Client (Form AS001); and

A Client’s details form (Form AA001) registered with the Depository and issued to the Client as an appendix to the securities account opening report, or to the account opening report for an account not intended to record rights to securities.

***Time limits*** within which the transaction is to be executed: within two business days following the date when the Client submitted all necessary documents required by these Terms & Conditions, and provided that both parties have signed the Agreement (if such Agreement is to be signed in order to open a securities account or an account not intended to record rights to securities).

* 1. A securities account or an account not intended to record rights to securities may be opened on the basis of the relevant securities account agreement, provided that the Client has submitted to the Depository the documents required by these Terms & Conditions.
  2. **For the purpose of concluding an agreement and opening a Securities account or an account not intended to record rights to securities in the name of a legal entity being a resident of the Russian Federation**, or a person for who the account not intended to record rights to securities is opened, the Client shall submit to the Depository the following documents:
* The Client’s constituent documents meeting the requirements set forth by the Russian Federation laws in relation to legal forms of legal entities, as amended as at the submission date;
* a Certificate of the state registration of the legal entity (for organizations registered during the period from 1 July 2002 to 1 January 2017);
* a Form of entry into the Unified State Register of Legal Entities on the formation of the organization (for organizations registered after 1 January 2017);
* A certificate of making an entry in the Unified State Register of Legal Entities regarding a legal entity registered before 1 July 2002 (for organizations registered before 1 July 2002);
* Licenses (permits) issued to the Client in accordance with the Russian Federation laws to certify the Client’s right to be engaged in licensable activities, provided that such license is required for the purpose of opening the relevant securities account;
* Documents certifying the authority of a person acting on behalf of the Client without a power of attorney (either the originals or copies attested by a notary public or by a Client’s authorized representative);
* a document issued by the Bank of Russia to approve the appointment of officers to be so approved, who are authorized to sign Instructions or any other documents on behalf of the relevant legal entity (applicable to credit institutions only);
* A Power of attorney issued in accordance with the Russian Federation laws in the name of the individuals authorized to submit documents to, or receive documents from, the Depository (either the original or a notarized copy);
* A Legal Entity’s Details Form (Form AA001);
* Additional details required for the purpose of identification of the Client (Form AA101);
* A securities account agreement, an issuer account agreement, or another agreement in the form required by the Depository, signed by a Client’s authorized officer and bearing the Client’s corporate seal (in duplicate);
* A signature and seal card (either the original or a notarized copy);
* An authorized representative’s details form, which shall be submitted with respect to Client’s authorized representatives entitled to sign Instructions or any other documents on behalf of the Client, but whose names do not appear on the signature and seal card (where the power of attorney submitted contains a specimen signature of the individual in whose name the power of attorney is issued, it shall not be required to submit an authorized representative’s details form);
* A power of attorney issued in accordance with Russian Federation laws in the name of the individuals authorized to sign Instructions or any other documents on behalf of the Client (either the original or a notarized copy);
* ID documents of the individuals authorized to act on behalf of the Client without a power of attorney, the chief accountant, and the individuals authorized to sign Instructions or any other documents on behalf of the Client;
* A form for identifying foreign taxpayers;
* Micro-financial shall additionally submit information:
* on the presence/absence of the approved Internal Control Rules for Anti-Money Laundering/Combating the Financing of Terrorism (AML/CFT);
* on the presence/absence of the appointed officer responsible for AML/CFT implementation; and
* A power of attorney issued in the name of a securities account operator (where a securities account operator is designated by the Client).
  1. **For the purpose of opening a securities account or an account not intended to record rights to securities in the name of a legal entity being a non-resident of the Russian Federation**, the Client shall submit to the Depository the following documents:
* Documents certifying the Client’s legal status in accordance with the laws of the jurisdiction of its incorporation, namely:
* constituent documents;
* documents certifying the Client’s state registration; and
* an excerpt from the commercial register of the jurisdiction of Client’s incorporation, as issued no earlier than six months prior to its submission to the Depository, or a similar document issued by a governmental authority of that jurisdiction;
* Documents certifying the authority of persons acting on behalf of the Client without a Power of attorney;
* A Power (Powers) of attorney vesting the relevant authority to the Client’s authorized representatives (persons) (such as the authority to sign, submit and receive documents, and sign Instructions on behalf of the Client);
* ID documents of the Client’s representatives;
* A Legal Entity’s Details Form (Form AA001);
* Additional details required for the purpose of identification of the Client (Form AA101);
* A form for identifying foreign taxpayers;
* A securities account agreement in the form required by the Depository, signed by a Client’s authorized officer and bearing the Client’s corporate seal (in duplicate);
* A signature and seal card (specimen signature book (for credit institutions)) (either the original or a notarized copy), or a document containing specimen signatures or a specimen seal impression issued in accordance with the laws of the relevant foreign jurisdiction;
* A Tax Registration Certificate certifying that the Client as a foreign organization is registered with a tax authority in the Russian Federation (if available);
* Licenses (permissions, other documents) granted to the legal entity to perform activities subject to licensing, if these licenses (permissions, other documents) are directly related to the Client’s legal capacity to conclude the appropriate agreements with the Depository, and (or) a statement of a foreign organization regarding its right to provide services for record keeping and transfer of rights to securities in accordance with its personal law;
* Audited financial statements;
* A reference letter regarding business reputation of the foreign organization with which the Client holds an account as a person acting on behalf of third parties and authorized to provide services for the record keeping and transfer of rights to securities;
* A power of attorney issued in the name of an operator (where an operator is designated by the Client);

Where documents are issued by the Client outside the Russian Federation and are drafted in a foreign language, they shall be legalized in an appropriate way or apostilled, translated into Russian language, and the translation shall be notarized.

If necessary, the Depository may request further documents, including a certificate issued by a law firm/public authority to certify the representation given in the foreign organization's official letter of representation that the foreign organization may, in accordance with the laws of the jurisdiction of its incorporation, provide services for the record keeping and transfer of rights to securities, and a translation of the foreign organization's audited financial statements.

* 1. Procedures and requirements for providing the original documents or their copies, means and forms of providing documents for concluding an Agreement and opening a Securities Account or an account not intended to keep records of the rights to securities, are published on the Depository’s website at [www.nsd.ru](http://www.nsd.ru/). If necessary, the Depository may certify, on its own, as true copies of any documents submitted by Clients and to be used by the Depository in connection with depository operations.
  2. The Client shall give notice to the Depository, in a timely fashion, of any amendments to any documents submitted for the purpose of opening a securities account or an account not intended to record rights to securities with the Depository, submit to the Depository any documents evidencing such amendments, and make the relevant changes to the Client’s details form. Where the Client fails to provide information regarding any such amendments, or provides incomplete or inaccurate information, the Depository will not be liable for any resulting losses that may be incurred by the Client.

Where the Client already holds a securities account or an account not intended to record rights to securities with the Depository, and, as at the date of entering into the relevant Agreement and opening a new securities account or an account not intended to record rights to securities, all the relevant documents are still valid and have not been amended, and the Client’s authorized representatives are authorized to give Instructions with respect to such new securities account or account not intended to record rights to securities, the Client shall, for the purpose of opening such new securities account or such account not intended to record rights to securities with the Depository, enter into the relevant agreement with the Depository, which will constitute the basis for opening a new securities account of another type or an account not intended to record rights to securities. In this case, it shall not be required to re-submit the constituent or any other documents required for the purpose of opening a securities account or an account not intended to record rights to securities. Constituent documents and other documents also shall not be submitted if these documents have been already submitted to NSD for providing other services, for example, when opening a bank account. Where the Client must hold any license required for the purpose of opening a securities account of a particular type, the Client shall submit to the Depository a notarized copy of such license. Where any of the above documents (including powers of attorney) are not valid for the purpose of a securities account or an account not intended to record rights to securities to be opened, the Client shall also submit any other necessary documents.

In the event of early revocation of a power of attorney issued in the name of a Client’s authorized representative, the Client shall, no later than the business day preceding the revocation date, submit to the Depository a formal letter in any form , stating the revocation date, or a document revocation notice (Form GF087) in hard copy (in the latter case, the ‘Additional Details’ field in the document revocation notice shall include the revocation date and the attorney’s details (full corporate name/full individual’s name). Upon the expiry of a power of attorney, or upon the appointment of a new authorized representative with respect to a securities account (sub-account) or an account not intended to record rights to securities, the Client shall submit to the Depository a new power of attorney. The Depository shall, starting on the expiry date of the power of attorney, stop accepting Client’s Instructions or any other documents signed or submitted by the individual whose power of attorney has expired, and the Depository shall not issue reports or any other documents to such individual.

Where a new individual is appointed as Client’s CEO authorized to act on behalf of the Client without a power of attorney, or where any changes are made in the bank account details, the Client shall submit to the Depository the relevant documents and a new bank account details, and such documents, upon their submission, shall automatically supersede the previously submitted documents.

* 1. These Terms & Conditions set forth the following requirements to Depository’s Clients. A securities account may be opened with the Depository for legal entities being professional securities market participants, or for any other legal entities that meet the requirements set forth by article 25 of the CSD Law. The Depository may refuse to enter into a securities account agreement and reject a securities account application filed by a legal entity that does not meet the requirements set forth by article 25 of the CSD Law or by these Terms & Conditions, including in the cases provided for by these Terms & Conditions.
  2. To enable the Depository to identify persons being subject to the foreign account tax compliance laws of a foreign jurisdiction, and also to determine Clients’ tax residency, and the tax residency of beneficiaries and persons who control them directly or indirectly, a Client must submit to the Depository a Legal Entity’s Details Form and other documents on forms as per the list of documents to be submitted by Clients when entering into a securities account agreement or an issuer account agreement, as available on the Depository’s official web site at www.nsd.ru.
  3. For a Client, the Depository may open the following securities account types: an owner security account, a nominee securities account, a trustee securities account of an issuer (a person liable on securities), a foreign nominee securities account, and a trading securities account. For a clearing house, the Depository may open a clearing securities account. It shall be allowed to open more than one securities account of the same type for a Client.
  4. **The Depository shall open owner securities accounts for:**
* the Russian Federation, Russian Federation regions, and municipalities, as represented by competent bodies or organizations;
* the Bank of Russia;
* professional securities market participants, credit organizations;
* investment funds’, mutual investment funds’, or non-governmental pension funds’ management companies; and
* any other legal entities, provided that the authority to submit Instructions for making transactions in such securities account is granted to a professional securities market participant or the Bank of Russia. In this case, such legal entity shall submit to the Depository a power of attorney issued in accordance with the Russian Federation laws, which power of attorney shall describe the powers granted to such professional securities market participant to submit Instructions for making transactions in the securities account. A professional securities market participant authorized to submit Instructions for making transactions in the relevant securities account has to be a Depository’s Client and meet the Depository’s requirements to professional securities market participants. A professional securities market participant authorized to submit Instructions for making transactions in the relevant securities account shall, in the cases provided for by the Russian Federation laws and the Agreement, enter into an agreement with the Depository that would govern relationships with the Depository, including in connection with the submission of Instructions to the Depository. Instructions with respect to securities accounts (sub-accounts) may be submitted by any other parties, if this is provided for by the Russian Federation laws.
  1. **The Depository shall open trustee securities accounts for:**
* the Bank of Russia, provided that, in accordance with Federal Law No. 86-FZ “On the Central Bank of the Russian Federation (Bank of Russia)” dated 10 July 2002, the Bank of Russia is authorized to hold securities in trust;
* professional securities market participants engaged in securities management; and
* investment funds’, mutual investment funds’, or non-governmental pension funds’ management companies.

For the purpose of opening a trustee securities account, the Client shall submit to the Depository a duly certified copy of the license pursuant to which the Client is authorized to manage securities. A trustee may pool any securities owned by different settlors and held in trust by the trustee. For the purpose of keeping records of securities held by a trustee in trust, the Depository may open more than one trustee securities account for the trustee.

* 1. The Depository shall open nominee securities accounts for Clients engaged in depository operations under a professional securities market participant license for depository operations. For the purpose of opening a nominee securities account, a Client shall, along with the other necessary documents, submit to the Depository a duly certified copy of such license. The Client’s securities kept in the nominee securities account shall be recorded with regard to all data, without dividing them into the Client customer groups, unless otherwise provided by the Russian Federation laws or the Agreement.
  2. According to the requirements, prescribed by the “CSD Law” (point 4 of article 25), the Depository shall open foreign nominee securities accounts for foreign organizations incorporated in jurisdictions listed in Sub-clauses 1 and 2, clause 2, article 51.1 of the Securities Market Law and acting on behalf of third parties, provided that any such foreign organization may, in accordance with the laws of the jurisdiction of its incorporation, provide services for the record keeping and transfer of rights to securities.

The Client’s securities kept in the foreign nominee securities account shall be recorded with regard to all data, without dividing them into the Client customer groups, unless otherwise provided by the Russian Federation laws or the Agreement.

* 1. For the purposes of clearing or settlement of liabilities eligible for clearance under securities in accordance with the Clearing Law, the Depository shall open Trading securities accounts and Clearing securities accounts intended to keep records of securities that may be used for the purposes of settling and/or securing liabilities eligible for clearance. Clearing securities accounts may also be used to keep records of securities that may be used for the purposes of settling and/or securing liabilities arising under an asset pool agreement.

When opening a trading securities account, it shall be required to specify a clearing house authorized to give Instructions with respect to such Securities accounts. When opening a trading securities account, a Client shall not be required to enter into a separate securities account agreement, if the Client already has a securities account of the relevant type intended to keep records of securities owned or held in trust by the Client, or securities of Client’s customers. More than one trading securities account, inter alia, of the same type may be opened for the same Client. The Depository may open trading owner securities accounts, trading trustee securities accounts, trading nominee securities accounts, trading foreign nominee securities accounts, trading treasury securities accounts of an issuer (a person liable on securities) given the restrictions imposed on opening securities accounts of certain types stipulated by the CSD Law and these Terms & Conditions. Any transactions in a Trading securities account shall be executed either on the basis of Instructions submitted by the relevant clearing house (without Instructions from the Client in whose name such Securities account is open), or on the basis of Instructions submitted by such Client with the consent of the clearing house. The method of obtaining such consent shall be provided for by the clearing rules of the relevant clearing house and the cooperation agreement between the Depository and the clearing house (namely, by submitting matching Instructions, obtaining clearing house’s permission in response to a request submitted on the basis of a Client’s Instruction, or otherwise).

A clearing securities account shall be opened for a clearing house. Securities sub-accounts shall be opened in clearing securities accounts for the purpose of recording securities held by clearing participants, or a central counterparty, or any other person provided for by the relevant clearing house’s clearing rules. A securities sub-account may be opened for a clearing house holding a clearing securities account if such clearing house acts as a central counterparty and if this is necessary for the purpose of settling liabilities eligible for clearance.

* 1. Securities sub-accounts opened in a Clearing securities account shall be included in the clearing securities account register and be an integral part of that Clearing securities account. Transactions in a securities sub-account shall be made within the relevant Clearing securities account. Transactions in a Clearing securities account shall be made on the basis of clearing house’s Instructions in the manner provided for by these Terms & Conditions for securities accounts. It shall not be allowed to credit and/or debit securities on the basis of an Instruction submitted by the person in whose name a Securities sub-account is opened. The rights to securities made part of an asset pool shall be recorded in Clearing securities sub-accounts that may be opened in the name of the securities owner, trustee, nominee holder, or foreign nominee holder.
  2. For the purposes of keeping records of the rights of the issuer (or of a party liable on securities) to any securities issued by the issuer, the Depository may open Treasury securities accounts of the issuer (or of the party liable on securities). A Treasury securities account of the issuer (or of the party liable on securities) shall be opened in the name of the issuer, provided that the issuer has entered into a Treasury securities account agreement with the Depository.
  3. The Depository may open accounts that are not intended to keep records of rights to securities. It shall be allowed to open with the Depository more than one account of the same type that is not intended to keep records of rights to securities.
  4. The Depository may open issuer accounts for issuers. For the purpose of opening an issuer account intended to keep records of securities subject to centralized record keeping of rights to securities, and/or immobilized certificated securities subject to mandatory centralized safekeeping with the Depository, the Depository shall enter into an issuer account agreement with the issuer. The Depository shall allow free access to the standard issuer account agreement form for any interested party (regardless of the purpose of receipt of such information), by posting the same on the Depository’s official web site at [www.nsd.ru](http://www.nsd.ru). An issuer account agreement shall set out the terms and conditions of opening and maintaining an issuer account. An issuer account shall be opened on the basis of an Internal instruction. Transactions with securities recorded in an issuer account shall be made on the basis of issuer’s Instructions. It shall be allowed to make transactions in an issuer account on the basis of Internal instructions.
  5. Upon offering equity or bond securities by way of subscription through a broker, such equity or bond securities may be credited to an account held by such broker (a “broker account”) for the purpose of subsequent distribution to the persons who entered into an agreement to subscribe to such equity or bond securities, subject to payment by them of at least 25 percent of the subscription price. A broker account is not intended to record rights to equity or bond securities. A broker account shall be opened on the basis of a depository services agreement between the Depository and the broker. A broker account shall be opened if a nominee account or a CSD nominee account with the register of security owners is opened for the Depository and used for securities crediting by a broker during the placement process. Securities may be credited on the Broker account if the Depository received the register holder’s report on crediting securities on the Depository’s nominee account or on the CSD nominee account. Securities may be debited from a broker account upon their offering either in the OTC market, or on an exchange. The time period within which equity or bond securities credited to a broker account must be distributed to the persons who entered into the relevant securities subscription agreement may not exceed 14 business days. The person holding such broker account shall be responsible for ensuring compliance with the above terms and conditions.
  6. For the purposes of keeping records of securities the owners of which are not identified, the Depository shall open unidentified party accounts. Unidentified party accounts shall be opened on the basis of an Internal instruction, without the need for entering into an agreement. It shall be allowed to open more than one unidentified party account with the Depository. Transactions in an unidentified party account shall be made on the basis of Internal instructions.

The Depository shall credit securities to an unidentified party account no later than the next business day after the receipt of a document confirming the crediting of the relevant securities to a Depository’s nominee account with the register of securities owners, or a nominee securities account or an account in the name of a person acting on behalf of third parties, as opened with a foreign depository. Where there is no ground for crediting any securities to any securities account, the Depository shall credit such securities to an unidentified party account.

Securities shall be debited from an unidentified party account on the basis of documents provided for by these Terms & Conditions. Securities shall be debited from an unidentified party account in the cases provided for by clause 5, article 8.5 of the Securities Market Law, on the basis of a report submitted by the relevant securities owners register keeper or by a depository with which the Depository holds a nominee account, such report stating that the entry regarding the crediting of such securities or securities that were converted into such securities to such account is erroneous. In this case, the depository shall give an Instruction to debit the same number of the same securities from the depository’s nominee account, stating that the debiting is to be made due to

Securities shall also be debited from an unidentified party account upon the expiry of 1 month after the date when such securities or securities that were converted into such securities were credited to such unidentified party account. In this case, the number of securities recorded by the depository in the relevant securities accounts and the unidentified party account shall be equal to the number of the same securities recorded in the Depository’s accounts. Securities may be debited from an unidentified party account where the depository holding a CSD’s nominee account or a nominee account with the relevant register keeper submits, in response to the register keeper’s request, an Instruction to the register keeper to debit the relevant securities from such account and credit the same to a securities owner account or trustee account held by the relevant registered person who has notified the register keeper that the Instruction on the basis of which the securities had been earlier debited from such person’s account and credited to the said CSD’s nominee account or the Depository’s nominee account (as the case may be) is erroneous. The return of the relevant securities to the account or securities account (as the case may be) from which such securities or securities that were converted into such securities were debited.

Securities may be credited on an Unidentified party account or debited from an Unidentified party account if the register holder’s or another depository’s report on crediting securities on the Depository’s account (securities account) and (or) debiting securities from the Depository’s account (securities account) in the securities owner’s register or in another depository during the Corporate action processing was received.

Securities subject to centralized record keeping of rights to securities or securities subject to mandatory centralized safekeeping in the Depository, which have been kept in the Owner’s securities account opened for the Client with the Depository, or the Owner’s securities account opened for the Client’s customer with the Client’s depository with regard to which a document confirming the termination of this legal entity’s operations, may be credited in unidentified persons’ Account. In this case, securities subject to centralized record keeping of rights to securities or securities subject to mandatory centralized safekeeping in the Depository owned by the liquidated Client may be credited to the Unidentified persons’ account based on the Internal instruction, and securities of the Client’s customer – based on the Instruction of the Client in whose depository this customer opened the securities account and the Internal instruction.

Securities (or securities which were converted into them) may be debited from the Unidentified persons account based on grounds for debiting stipulated by Russian federation laws, including with regard to the return of erroneously credited securities, or upon redemption or conversion (exchange) of securities, or upon the expiry of one month from the date of the erroneous crediting of securities in the Unidentified persons account based on the Internal instruction.

* 1. For the purposes of settling liabilities upon clearing of trades (without involvement of a central counterparty), it shall be allowed to use a designated technical account not intended to keep records of rights to securities, provided that the use of such account is provided for by the clearing rules of the relevant clearing house. Transactions in such accounts shall be executed on the basis of Instructions submitted by the clearing house. Following the completion of liabilities settlement upon clearing of the relevant trades, no balance of securities shall be allowed in such accounts.
  2. To keep records of securities subject to centralized record keeping of rights to securities or securities subject to mandatory centralized safekeeping in the Depository held by customers of a Client who holds a nominee account or foreign nominee account with the Depository, and who stops acting as a nominee holder or foreign nominee holder (as the case may be) (in particular, due to bankruptcy proceedings), the Depository may open nominee’s customers’ accounts for such Client’s customers. Nominee’s customers’ accounts shall be opened without entering into an agreement, on the basis of an Internal instruction.

Registrable securities subject to centralized record keeping of rights to securities or securities subject to mandatory centralized safekeeping with the Depository shall be credited to nominee’s customers’ accounts, unless any ground exists for crediting such securities to any other account, including when terminating the depository agreement, except for the case of the legal entity’s liquidation. Securities may be credited to nominee’s customers’ accounts on the basis of an Instruction submitted by the relevant Nominee or Foreign nominee where the legal entity details form or the individual details form of the Client’s customer is attached, or on the basis of an Internal instruction drawn up on the basis of a list of securities owners submitted by a nominee holder or a foreign nominee holder and containing information on securities owners allowing to unambiguously identify these owners, information on these securities owned by these owners, data on encumbrance and restrictions on operations with securities, and on the securities account where securities were recorded. If necessary, the Depository may request other information and documents.

Securities may be debited from Nominee’s customers’ accounts and transferred to another depository on the basis of an Internal instruction prepared on the basis of a written instruction given by the relevant nominee’s customer, subject to the submission by such customer of documents identifying him and evidencing his ownership of such securities (if available). Nominee’s customer shall also submit to the Depository an application on form S010; the Client, to whose depository this customer’s securities shall be transferred, shall submit to the Depository a matching Instruction to credit this customer’s securities, and the Instruction must contain the number and date of the depository agreement concluded with the customer.

Securities also may be debited from accounts of the nominee holders’ customers when cash from the repayment operations was debited to the Depository’s bank account, when securities were converted, when respective documents from an issuer (a party liable on securities) were received, and in other cases stipulated by the Russian Federation law.

* 1. The Depository may also open any other securities accounts or accounts not intended to keep records of rights to securities, provided that the Russian Federation laws allow opening such accounts with a central securities depository.
  2. Upon opening a securities account or an account not intended to keep records of rights to securities, such account shall be assigned a unique account number.
  3. The procedure for execution of depository transactions, as provided for by these Terms & Conditions with respect to securities accounts, shall also apply to accounts not intended to keep records of rights to securities, unless otherwise provided for by these Terms & Conditions.

## Article 17. Closing a Securities Account / Account Not Intended to Record Rights to Securities

* 1. Transaction description: making an entry in the Depository’s registers that would ensure that no transaction can be made on the securities account (account not intended to record rights to securities). It shall only be allowed to close a securities account (account not intended to record rights to securities) with a zero balance.

***Basis:***

An Internal instruction.

The Depository may initiate the closing of a securities account (account not intended to record rights to securities) with a zero balance in the following cases:

* upon termination of the Agreement;
* upon liquidation of the Client;
* upon revocation of the Client’s license, where such license is required to open a securities account; or
* if no transaction was made in the securities account (account not intended to record rights to securities) during a year.

***Outgoing documents:***

A securities account closing report (an account closing report with respect to an account not intended to record rights to securities) issued to the Client or a person in whose name the account not intended to record rights to securities is opened (Form AS002).

***Time limits within which the transaction is to be executed:***no later than the business day next to the date when all necessary documents were submitted, subject to compliance with all terms and conditions to be complied with for the purpose of closing a securities account or an account not intended to record rights to securities in accordance with the Agreement.

* 1. The Depository shall close trading securities accounts with the consent of the relevant clearing house. The procedure for obtaining such clearing house’s consent shall be determined by the applicable clearing rules and the Agreement.
  2. Where a trading securities account is opened with a Client acting as a depository, with the designation of a clearing house the clearing rules of which require to obtain a consent in order to close such trading securities account by submitting the relevant request to the clearing house, the Client shall submit to the Depository a request for such clearing house’s consent to the closing of such trading securities account. Such request must contain, among other things, the following details: the clearing house’s full name; the Client’s full name, depository code, and nominee’s trading securities account number; the full name of the Client’s customer; the taxpayer identification number or any other ID number of the Client’s customer, where he is registered as a clearing participant or a clearing participant’s customer; and the number of the to-be-closed trading securities account held by the Client’s customer with the Client acting as a depository.

The recommended request form is posted on the Depository’s official web site at [www.nsd.ru](http://www.nsd.ru). The Depository shall forward the received request to the clearing house. Upon receipt of a clearing house’s response to the Client’s request, the Depository shall forward such response to the Client no later than the next business day following the receipt of such response.

* 1. In the event of termination of a securities account agreement (excluding liquidation of a Client), the Depository is entitled to credit securities of a Client to a client’s securities account opened in the securities owner’s register, or securities account of a client of a nominee opened by the depository responsible for the centralized record keeping of rights to securities or mandatory centralized safekeeping of securities. Upon completion of a transaction a Client shall be provided with a report. The Depository also provides a Client with the name of the keeper of the register (depository) that opened an account (securities nominee account) to which the securities were credited.

Where there is an unspent balance of securities in an owner securities account opened for the liquidated client (legal entity), the Depository may perform acts aimed at crediting these securities to an Unidentified party account opened respectively by the register holder or the depository responsible for the centralized record keeping of rights to securities or mandatory centralized safekeeping of securities. Debiting of securities from a securities account of the Client – legal entity – is performed in case the Uniform State Register of Legal Entities contains data about termination of a legal entity by its liquidation. Debiting of securities from a securities account of the Client – foreign legal entity – is performed based on the document confirming such termination in accordance with the applicable law under which it was incorporated.

## Article 18. Opening a Securities Sub-Account

* 1. A securities account or an account not intended to keep records of rights to securities may contain sub-accounts, in which entries regarding securities are grouped based on a certain criterion, in particular, depending on the section’s designation:
* sub-accounts on which no restrictions for operations with securities recorded in the sub-account are imposed;
* sub-accounts in Nominee securities accounts or Foreign nominee securities accounts where the Client being a Nominee holder or a Foreign nominee holder has a right to record separately securities of some clients or client groups;
* trading sub-accounts where securities intended to execute and (or) provide performance of obligations admitted to clearing, including obligations on transactions concluded in the trading platforms of trade organizers in the securities market are recorded;
* sub-accounts where securities regarding which encumbrance, including a pledge, are recorded;
* sub-accounts intended for recording the restrictions on dealing in securities connected with the execution of public authorities’ and the Bank of Russia’s acts or directives;
* sub-accounts intended for recording securities in respect to which Corporate actions that involve restrictions on the use of securities are conducted;
* sub-accounts intended for recording securities on which restrictions on operations executed in other cases are imposed, for example, in connection with securities delivery;
* sub-accounts where securities intended for placement, repurchased or repaid securities are recorded.
  1. Sub-accounts shall be grouped by type. Each sub-account type shall have a specific identification code.

Securities sub-accounts (or sub-accounts within an account not intended to record rights to securities) with the Depository may be opened:

* upon opening a securities account (account not intended to record rights to securities), provided that the particular sub-account type can be opened upon opening a securities account;
* upon the first transfer of securities to a sub-account, provided that the relevant Instruction contains a code of a sub-account to be opened; or
* by executing a ‘Securities sub-account opening’ transaction on the basis of a Client’s Instruction or an Internal instruction.

This Section of the Terms & Conditions sets forth the procedure for executing a ‘Securities sub-account opening’ transaction.

Upon opening a sub-account in a Securities account (account not intended to record rights to securities), such sub-account shall be assigned a unique code.

Securities sub-accounts in a Clearing securities account shall also be opened by executing a ‘Securities sub-account opening’ transaction.

* 1. ***Transaction description***: recording (in the Depository’s registers) details of a sub-account to be opened in a Client’s Securities account or the account not intended to record rights to securities, or details of securities sub-account to be opened in a clearing securities account.

***Basis:***

An Instruction submitted by the Client (Form AF090) or an Instruction issued by the Depository; and

Any other documents required to open a particular sub-account type in the Securities account or the account not intended to record rights to securities (if necessary).

***Outgoing documents:***

A transaction completion report (Form AS090).

***Time limits within which the transaction is to be executed:*** one day, provided that all terms and conditions applicable to the opening of the relevant sub-account type have been complied with.

* 1. A sub-account may be opened on the basis of an Internal instruction upon the introduction of a new sub-account type due to changes in the Russian Federation laws, or changes in the terms and conditions of issuance of, or dealing with, securities, or changes in the procedure for depository accounting of securities, or due to other reasons.
  2. The Depository shall open a Securities sub-account in a Clearing securities account on the basis of a clearing house’s Instruction. A Securities sub-account may be opened before securities are credited to the relevant Clearing securities account.
  3. More than one securities sub-account may be opened in the same clearing securities account for a clearing participant or another person, provided that the relevant clearing house’s clearing rules allow opening securities sub-accounts for such other persons.

The Depository shall only open a securities sub-account provided that all documents required by these Terms & Conditions to open a securities account (including documents required to identify the person in whose name such securities sub-account is to be opened) are available. If necessary, the Depository may request further documents for the purpose of opening a securities sub-account. Where a person in whose name a securities sub-account is to be opened is a Client, and all of the documents submitted to the Depository by such Client as a clearing participant are valid as at the date on which the securities sub-account is to be opened, it shall not be required to re-submit such documents. The Depository may refuse to open a securities sub-account by giving notice to that effect to the clearing house and to the person who have applied to have such sub-account opened, in the manner and within the time limits prescribed for giving notice of refusal to open a securities account.

Upon opening a securities sub-account, it shall be assigned a unique code.

## Article 19. Closing a Securities Sub-account

* 1. ***Transaction description***: making an entry in the Depository’s registers that would ensure that no transaction can be made in the securities sub-account. It shall only be allowed to close a securities sub-account with a zero balance.

**Basis:**

A Client’s Instruction or an Internal instruction; and

Any other documents required to close a particular sub-account type (if necessary).

***Outgoing documents:***

A transaction completion report (Form AS090).

***Time limits within which the transaction is to be executed:*** one day, provided that all terms and conditions applicable to the closing of the relevant sub-account type have been complied with.

* 1. A Securities sub-account may be closed automatically when closing a Securities account or an account not intended to record rights to securities in which the sub-account which shall be closed was opened.
  2. A Securities sub-account shall be closed on the basis of an Instruction submitted by the relevant clearing house. The Securities sub-account may be closed automatically when the Clearing securities account is closed. Upon completion of the securities sub-account closing transaction, a report shall be provided to the clearing house and to the person in whose name the Securities sub-account was opened.

## Article 20. Registration of/Making Changes in Clients’ and Other Persons’ Details

* 1. ***Transaction description***: making entries in the registries of the Depository of details (or changes in details input before) allowing to identify a person who is a Client, an issuer (a person liable on securities), a Client’s customer, a register holder, a depository which opened a nominee securities account for the Depository, a Foreign depository, or any other party whose identification is required for the record keeping.

***Basis:***

An Instruction submitted by the Client (a person liable on securities), a broker on Form AF005 or an Internal instruction;

A legal entity’s details form (Form AA001) or an individual’s details form (Form AA006) containing all necessary information required to register such details form or make changes in the relevant details form/notice; and

Copies of documents proving the relevant changes (if necessary) verified in accordance with the established procedure.

Information about Clients or other persons when opening a first securities account or an account not intended to record rights to securities shall be input based on the Internal instruction. Information input previously shall be changed upon the Instruction of a person in whose name the Securities account or the account not intended to record rights to securities is opened.

For the purposes of registration of a details form of a Client’s customer, or making changes in the Client’s Instruction and the legal entity’s details form or individual’s details form shall be submitted in electronic format.

In the cases provided for by the Agreement, for the purposes of making changes in a legal entity’s details form of a Client or operator, the Depository may accept the relevant Instruction and the legal entity’s details form of the Client or the operator in electronic format. Where it is necessary to submit to the Depository any documents proving the relevant changes made in details forms, it shall be allowed to submit those documents in electronic format, in the manner provided for by the EDI Agreement.

***Outgoing documents:***

A transaction completion report (Form AS005 where changes are made in a legal entity’s details form or individual’s details form, or Form AS093 where changes are made in a securities account details form); and

A registered details form or a details form incorporating the relevant changes (to be submitted as an appendix to the transaction completion report).

***Time limits within which the transaction is to be executed:*** one day, provided that all terms and conditions of such transaction have been complied with.

* 1. The Client shall make changes in his legal entity’s details form in a timely fashion. The Depository shall not be liable for any violation of securities owner’s rights, or for any errors in settlement documents (including, invoices, etc.) due to the Client’s failure to make changes in the details form in a timely fashion.
  2. The identification of the Client and other persons, where it is provided by Russian Federation laws, in accordance with the Federal Law No. 115-FZ “On Combating Money. Laundering and the Financing of Terrorism,” dated 7 August 2011, shall be conducted also based on the form “Additional Information for Identifying the Client” submitted by the Client on form AA101 and other documents received from the Client. When this information is changed, the Client must submit a new form “Additional Information for Identifying the Client.”
  3. Where it is necessary to make changes in a Client’s securities account details form that was provided to the Client upon opening the relevant securities account, the Client shall submit a change the Form AF093 stating new parameters of the securities account.

## Article 21. Registration of Bank Account Details

***Transaction description:*** inputting to the Depository’s registries information (changing information input earlier) about a Client’s bank account details, including accounts intended to transfer yield payments and other payments on securities to the Client.

***Basis:***

An Instruction submitted by the Client (Form AF005); and

A notice of bank account details (Form GF088) containing all necessary information required to register the bank account details or to make changes in the earlier registered bank account details.

***Outgoing documents:***

A transaction completion report (Form AS005); and

A notice (Form GF008) containing the registered bank account details or a notice containing the changed bank account details (to be submitted as an appendix to the transaction completion report).

***Time limits within which the transaction is to be executed:*** one day, provided that all terms and conditions of such transaction have been complied with.

## Article 22. Transfer of Securities

* 1. ***Transaction description***: debiting securities from a sub-account of a Securities account or a passive account not intended to record rights to securities with simultaneous crediting such securities to another sub-account of a Securities account or a passive account not intended to record rights to securities, or debiting securities from one sub-account of a Securities account or a passive account not intended to record rights to securities to another sub-account of the same Securities account or a passive account not intended to record rights to securities, when the number of securities recorded in active accounts does not change.

***Basis:***

An Instruction submitted by the Client-deliverer (Form MF020, MF010, MF170, MF026, MF18S), or an Instruction issued by the Depository;

An Instruction submitted by the Client-recipient (Form MF010, MF026, or MF170), if the transfer of securities needs to be confirmed by the Client-recipient (transfer of securities on the basis of matching Instructions submitted by the Client-deliver and the Client-recipient);

An Instruction submitted by the clearing house, if securities are to be transferred upon clearing of trades; and

A Contingent instruction submitted by the Client for the transfer of securities upon clearing of trades (Form MF014).

***Outgoing documents:***

A transaction completion report (Form MS020, MS010, MS026, MS140, MS101, MS102, or MS558).

Such report shall be delivered both to the Client-deliverer and the Client-recipient.

***Time limits within which the transaction is to be executed:*** one day, provided that all terms and conditions of such transaction have been complied with, and provided that the transaction execution period specified in the Client’s Instruction is one day.

* 1. Where the balance of securities recorded in a Depository’s account remains unchanged, securities transfers between securities accounts (or accounts not intended to record rights to securities) with the Depository shall be made on the basis of Instructions submitted both by the Client-deliverer and the Client-recipient. This rule applies, unless the Russian Federation laws or the Agreement provide(s) for the transfer of securities on the basis of any other documents, including on the basis of a Client-deliverer’s Instruction or a Depository’s Internal instruction. Securities may be transferred on the basis of a Client-deliverer’s Instruction without a Client-recipient’s matching Instruction in the cases provided for by the Russian Federation laws or by the Agreement, including in connection with a corporate action, or where the Client-deliverer and the Client-recipient are one and the same person, or upon transfer of securities between sub-accounts of the same securities account or another passive account.
  2. By submitting an Instruction for securities transfer with confirmation to the Depository, a Client shall be deemed to have given his consent to the disclosure of information contained in the Instruction to the Client initiating a matching Instruction, whose depository code matches the depository code of the Client-deliverer or Client-receiver of the securities, as indicated in the matching Instruction.
  3. A securities transfer with confirmation shall be executed provided that the matching Instructions submitted by the Client-deliverer and the Client-receiver of the securities are successfully matched. The data fields that must match in matching Instructions and that must be matched are determined in the guidelines for filling in matching Instructions. The “Basis” field in matching Instructions shall not be matched. As the “Basis” field in matching Instructions is not matched, the Depository shall bear no liability if the documents’ details included in the “Basis” field of matching instructions do not match.
  4. Client may submit an Instruction for securities transfer with confirmation for pre-matching, by stating the following instruction status in the Instruction (Form MF010): “For matching” or “For execution”. For the purposes of the execution of an Instruction submitted with the “For matching” status, the Client shall submit an Instruction (Form MF530) with the “For execution” status. In order to suspend the execution of an Instruction with the “For execution” status, the Client shall submit an Instruction (Form MF530) with the “For matching” status. Upon completion of the transaction, the Instruction initiator shall be provided with an instruction status change report (Form GS036). Where the matching Instructions have been matched, a Form GS036 report shall also be provided to the initiator of the matching Instruction.

To receive notifications of potentially relevant matching Instructions for securities transfer with confirmation, a Client shall submit to the Depository an Instruction (Form AF093) with one of the following parameters for a “Notice of potentially matching Instructions»:

* do not send – if the Client opts out of receiving notifications of potentially matching Instructions;
* include one Instruction – if the Client wishes to receive a notification of at least one, the most relevant, matching Instruction; or
* include all Instructions – if the Client wishes to receive a notification of all potentially matching Instructions.

Where the Client has not submitted a Form AF093 Instruction, no notifications of potentially matching Instructions will be sent to the Client;

The “Trade Date” field in the securities transfer Instruction must be completed, while the “Reference” field must not be completed.

* 1. The transfer of securities that involves control of cash settlements shall be executed on the basis of Instructions submitted by the Client-deliverer and the Client-recipient (Form MF170), provided that the counter payment to be made on the basis of a payment Instruction for the transfer of money from a bank account of the Client-recipient (payer) has been made, and provided that the details containing in the payment Instruction match the details containing in the said Instructions submitted by the Client-deliverer and the Client-recipient. In this case, the transfer of money from bank account of the Client-recipient (payer) shall be made, at the option of the Client-recipient:
* either on the basis of a payment Instruction submitted by the Client-recipient (payer);
* or on the basis of a payment Instruction issued by NSD in accordance with the bank account agreement entered into by the parties. Such payment Instruction shall be issued on the basis of details contained in the Instruction of the Client-recipient, which shall state that the relevant payment Instruction has to be issued by NSD in accordance with the bank account agreement entered into with the Client-recipient. In this case, by submitting an Instruction (Form MF170), the Client-recipient will be deemed to have consented to the transfer of money from bank account of the Client-recipient by NSD without further Instruction from the Client-recipient.

During the period between the receipt by the Depository of a copy of the payment Instruction or another payment document and the execution thereof, the Depository shall not execute any transactions with any securities specified in the relevant Instructions submitted by the Client-deliverer and the Client-recipient.

As soon as the Depository receives information that the payment Instruction or such other payment document for cash transfer has been executed, the Depository shall immediately transfer the relevant securities.

* 1. Securities transfers in Trading securities accounts or Clearing securities accounts upon clearing of securities trades shall be made on the basis of Instructions submitted by the relevant clearing house. More than one transaction in a Trading securities account (Trading securities accounts), a Clearing securities account (Clearing securities accounts, including in all Securities sub-accounts, may be executed on the basis of the same Instruction submitted by the clearing house.
  2. Securities transfers in a trading securities account shall be made on the basis of a Client’s Instruction with the consent of the relevant clearing house.
  3. Where it is necessary to make recurring securities transfers between a Client's securities accounts of the relevant type, which need to be made as soon as the triggering conditions specified in the Client's Instruction are satisfied, the Client shall give to the Depository an Instruction (Form MF18S) stating the conditions the satisfaction of which shall trigger securities transfers within the Instruction execution period. Upon acceptance of the Instruction for execution, the Client will be provided with a report/statement (Form MS18S) stating the triggering conditions recorded by the Depository. As soon as the triggering conditions specified in the Instruction are satisfied, securities transfers shall be made, and upon such securities transfers, the Client will be provided with a report/statement (Form MS101). Recurring securities transfers will be made until the Client gives a new Instruction stating new triggering conditions or cancels the current Instruction. Recurring securities transfers on the basis of an issuer's Instruction between sub-accounts of the issuer account shall be allowed.
  4. In the cases provided by the Russian Federation laws (including upon termination of the obligations related to securities), or by the Agreement entered into with the Client, securities may be transferred on the basis of an Internal instruction. The transfer of securities of a liquidated issuer to such issuer’s issuer account with the Depository on the basis of an Internal instruction shall only be made upon confirmation by the executive authority responsible for keeping the Unified State Register of Legal Entities of the issuer liquidation.

## Article 23. Transactions Related to the Recording or Lifting of Restrictions of Dealing in Securities

* 1. ***Transaction description***: recording of the restriction of dealing in securities (a seizure, blocking or prohibition of securities transactions) in accordance with Russian Federation laws, decision on the issuance of securities (terms and conditions of issuance and circulation of , securities), the Agreement, or by way of making a credit entry in a Securities sub-account intended to record securities dealing in which is restricted, or by way of making an entry on blocking securities or on suspending, restricting or prohibiting certain transactions in the registry containing records on securities, or by way of making an entry on blocking a Securities account, an account not intended to record rights to securities, or a Securities sub-account.
  2. Recording of the restriction of dealing in securities is performed in the Securities account regarding which an appropriate restriction in dealing in securities may be established in accordance with Russian Federation laws.

***Basis:***

An Internal instruction based on the protocol issued by the Depository’s management which contains causes (grounds) for imposing restrictions of dealing in securities, on the basis of a document confirming the blocking of securities recorded in the Depository’s Account (Accounts), or setting restrictions on dealing in securities in accordance with the decision on the issuance of securities (terms and conditions of issuance and circulation of securities), competent bodies’ documents, Bank of Russia instructions, or on the basis of other documents confirming the lawfulness of imposed restrictions on dealing in securities.

***Outgoing documents:***

A transaction completion report (Form MS840, MS020, or GS037).

* 1. Recording of lifting of the restriction of dealing in securities in accordance with Russian Federation laws, decision on the issuance of securities (terms and conditions of issuance and circulation of securities), a document on unlocking securities transactions in the Depository’s Account or an Agreement by way of making a debit entry in a Securities sub-account or an account not intended to record rights to securities, where securities dealing in which is restricted are recorded, or by way of making an entry on unlocking securities or cancellation of the prohibition to conduct certain transactions in the registry containing records on securities: a security details form, or by way of making an entry in registries on unlocking a Securities account, an account not intended to record rights to securities, a Securities sub-account.
  2. Recording of lifting the restriction of dealing in securities is executed based on the Internal instruction in which grounds for the restriction of dealing in securities is indicated.
  3. Recording of lifting the restriction of dealing in securities is executed in the same Securities account, an account not intended to record securities in which the lifting of the restriction of dealing in securities was recorded.
  4. A transaction completion report on form [MS840](#MS840), [MS020](#MS840), or GS037 is delivered to the Client.
  5. Recording of the restriction of dealing in securities during the Client’s securities seizure based on a decision issued by a competent executive authority or a competent court (a “competent body”): a ruling, a seizure act, a protocol, etc. (an “act”) is executed by way of making a credit entry in the Client’s Securities sub-account in which rights to seized securities are recorded upon the Internal instruction which refers to this act. A transaction completion report shall be delivered to the Client.
  6. Upon receipt of any such decision from a competent body, the Depository shall not make any transaction connected with the exercise by the debtor of his rights to the securities subject to seizure, and shall not take any steps in respect to such securities, other than steps allowed by the competent body’s decision.
  7. The procedure to be followed in case of redemption of securities subject to seizure, or in case of payment of distributions on such securities, their conversion, swap, or any other action involving such securities shall be determined by the Russian Federation laws.
  8. The Depository shall be obliged to comply with competent body’s decisions in accordance with the Russian Federation laws.
  9. The Depository shall immediately give notice to the relevant clearing house upon attachment or enforcement any securities recorded in any Trading securities account or Securities sub-account.
  10. Upon attachment or enforcement any securities recorded in a trading securities account, the relevant nominee holder or foreign nominee holder (as the case may be) shall give notice to the Depository in the manner provided for by the Agreement, and the Depository shall thereafter give notice to the relevant clearing house.
  11. Recording of lifting the restriction of dealing in securities is performed by way of making a debit entry in the Securities sub-account in which the seized securities are recorded based on the Internal instruction generated on the basis of the competent body. A transaction completion report shall be delivered to the Client.
  12. An attachment imposed on securities held in securities accounts held by Client's customers with the Client acting as depository shall be recorded in the Client's nominee securities account or foreign nominee securities account (as the case may be) with the Depository by the Depository on the basis of a Client's Instruction by making the relevant entry in the relevant sub-account of the nominee securities account or foreign nominee securities account (as the case may be), which is intended to record securities seized at the Client's depository.

As soon as the seized securities held in securities accounts held by Client's customers with the Client acting as depository are released, the Depository shall, on the basis of a Client's Instruction, make the relevant entry in the relevant nominee securities account or foreign nominee securities account (as the case may be).

## Article 24. Transactions Related to Recording/Cancellation of a Pledge over Securities

* 1. **Transactions Related to Recording of a Pledge over Securities**

***Transaction description:*** recording of a pledge over a Client’s securities by making a credit entry in the Owner securities sub-account or the Trustee securities sub-account of the pledgor Client intended to record rights to pledged securities (the pledge sub-account). The Depository shall make an entry regarding the pledge over the securities, provided that the Depository has information that allows the Depository to identify the person in whose favour the pledge is given: the Legal Entity's Details Form (Form AA001) duly registered in accordance with Article 20 hereof, and documents confirming in accordance herewith the person's authority to sign and give Instructions to the Depository.

***Basis:***

An Instruction issued by the pledgor Client (Form MF020) with the enclosed data on the method and terms for a pledge over securities on form GF034.

***Outgoing documents:***

A transaction completion report (Form MS020).

Such report shall be delivered both to the pledgor Client and the pledgee Client.

* 1. Where recording of a pledge over securities is to be performed on the basis of matching instructions, such depository transaction shall be executed provided that:
* the pledgor Client has submitted the relevant Instruction with the enclosed data on the method and terms for a pledge over securities on form GF034 to the Depository;
* the pledgee Client has submitted a matching Instruction for a pledge over securities on form GF034 to the Depository; and
* the details in the relevant fields of the pledgor Client’s Instruction and the pledgee Client’s matching Instruction match.
  1. If information about recording (registering) securities to be credited in the Owner securities account or Trustee securities account is passed to the Depository, it shall record (register) the right to a pledge on conditions contained in the information passed, simultaneously with crediting such securities in the pledge sub-account of the Owner securities account or the trustee securities account. The receipt of information regarding the recording of the pledge shall be confirmed by a pledgee Client's matching Instruction to credit the securities to the pledge sub-account of the pledgor Client's owner securities account or trustee securities account (as the case may be).
  2. If among of the conditions for a pledge over securities is the restriction of dealing in securities, the restriction of dealing in securities shall be recorded simultaneously with the pledge over securities in the securities account.
  3. **Transactions Related to Recording of the Termination of a Pledge over Securities**

***Transaction description:*** recording of the termination of a pledge over a Client’s securities by making a debit entry in the pledge sub-account of the Owner securities account or the Trustee securities account of the pledgor Client intended to record rights to pledged securities.

***Basis:***

An Instruction issued by the pledgee Client on Form MF020 entitled to rights to securities recorded in the pledge sub-account;

or

An Instruction issued by the pledgee Client and an Instruction issued by the pledgor Client on Form MF010.

***Outgoing documents:***

A transaction completion report (Form MS020 or MS010).

Such report shall be delivered both to the pledgor Client and the pledgee Client.

* 1. Securities sub-accounts intended to keep records of pledged securities shall be debited with the relevant securities in accordance with the Russian Federation laws governing pledges, on the basis of Instructions submitted by the pledgor Client and/or the pledgee Client duly authorized to give such Instructions, or on the basis of a hard copy Instruction signed by the pledgor Client and the pledgee Client, in the manner stipulated for a particular transaction type.

Another condition that has to be met for the Depository to debit any securities a pledge over which is registered by the Depository shall be the provision of information regarding the terms and conditions of such pledge to another depository or another person who will register a pledge over such securities in the relevant securities account (account). For the purposes of providing information regarding the terms and conditions of pledge, the relevant securities debit Instruction shall be accompanied by the “Information on a Pledge over Securities” (Form GF034). The receipt of information regarding the terms and conditions of pledge shall be confirmed by a matching Instruction given by the Client receiving the pledged securities to credit the securities.

* 1. Securities with respect to which the right to a pledge is recorded (registered) may be debited from the securities account based on the Instruction issued by the pledgee Client or at the request of a notary who executes a non-judicial foreclosure of the securities in accordance with Russian federation laws.

## Article 25. Acceptance of Securities for Safekeeping and/or Record Keeping

* 1. **Transaction description: crediting a Client’s Securities account or another Passive account with securities:**
* upon crediting securities to a Depository’s nominee securities account with another depository or to an account held by the Depository as a party acting on behalf of third parties with a foreign depository, any such account being intended to keep records of rights to Depository’s Clients’ securities;
* upon crediting securities to a Depository’s nominee account with a register of securities owners, or to a CSD’s nominee account with a register of securities owners;
* upon the transfer to the Depository of certificated securities subject to mandatory centralized safekeeping for their immobilization, or upon submission of a decision on the issuance of securities (or another document describing all of the rights attached to the securities) and other documents provided for by the agreement with the issuer to whom the Depository provides services for centralized record keeping of rights to securities, for the purposes of acceptance of securities subject to centralized record keeping of rights for record keeping; or
* upon the issuance of clearing participation certificates.

This Depository operation shall result in crediting securities to the Passive account with their simultaneous crediting in the Active account.

* 1. **Acceptance of Securities for Safekeeping and/or Record Keeping when Crediting Securities to a Depository’s Account with a Register of Securities Owners, with Another Depository, or with a Foreign depository**
     1. Information regarding the deadline for acceptance of Instructions, by which the Depository shall on the same day send a request to the relevant register keeper for the provision of a statement confirming that the securities have been credited to the account held by the Depository as a nominee holder, or submit a Depository’s Instruction to credit securities to a CSD’s nominee account with the register of securities owners, or submit an Instruction to another depository, is posted on the Depository’s official web site at [www.nsd.ru](http://www.nsd.ru). If an Instruction is received by the Depository after the said deadline, the Depository may send the relevant Instruction on the next business day, The Depository may extend the time limits within which Instructions may be accepted, by giving notice to that effect to Clients, provided that such extension is possible given the register keeper’s (the other depository’s, or the Foreign depository) procedure for acceptance of Depository’s Instructions.
     2. ***Basis***:

An Instruction submitted by the Client (Form MF035), or an Internal instruction (in the cases provided for by the Russian Federation laws or by the terms and conditions of the Agreement).

An excerpt (notice or statement) issued by the register keeper to confirm the crediting of securities to the Depository’s nominee account, as received upon a Depository’s request; or an account statement or a transaction completion report confirming that the transaction in the Depository’s nominee securities account with another depository or in the account (intended to keep records of rights to securities) held by the Depository as a party acting on behalf of its Clients with a foreign depository, has been completed.

Where it is impossible to unambiguously match the said statement (notice or report) and the relevant Instruction, the Depository may request any further proof of their matching.

When making a transaction at another depository, with which the Depository holds a nominee securities account intended to keep records of a Client’s securities in accordance with such other depository’s terms and conditions of depository operations (or when making a transaction in a register of securities owners through such other depository), the Depository may request the Client to provide additional documents as may be required by the other depository (or the register keeper).

***Outgoing documents:***

A transaction completion report issued to the Client (Form MS035).

***Time limits within which the transaction is to be executed:*** no later than the business day next to the date when a report regarding the crediting of the relevant securities to the Depository’s account has been received from the keeper of the securities owners register, the Foreign depository, or from the other depository (as the case may be).

* + 1. The Client’s securities account shall only be credited with the relevant securities upon positive matching of the details contained in the Client’s Instruction and the details contained in the statement (notice or report) regarding the crediting of the relevant securities to the Depository’s account, as issued by the register keeper or the other depository (as the case may be).
    2. Where, as at the date of receipt of a register keeper’s (another depository’s, or a Foreign depository’s) statement (notice or report) regarding the crediting of the relevant securities to the Depository’s Account, the Client has failed to submit to the Depository the relevant securities instruction for acceptance of securities for safekeeping and/or record keeping, such securities shall be credited to an unidentified party account.
    3. Where no Instruction for acceptance of securities for safekeeping and/or record keeping has been submitted to the Depository within two calendar days of the date when the securities were credited to the unidentified party account, but the Depository, on the basis of a statement (notice or report) received from the register of securities owners, the Foreign depository, or the other depository (as the case may be), has identified the Client whose securities account has to be credited with such securities, such Client shall be given a notice (Form GS036) regarding the crediting of the securities to the unidentified party account and requesting the Client to submit an Instruction for acceptance of securities for safekeeping and/or record keeping. Where the Client wishes to receive information regarding the crediting of an unidentified party account with securities to be credited to such Client’s securities accounts with the Depository for a particular period or date, the Client shall submit to the Depository an information request (Form IF444) (request type – “V – for securities recorded in an unidentified party account”). A report shall only be issued to the Client if the details contained in the relevant register keeper’s (other depository’s, or the Foreign depository’s) statements (notices or reports) enable the Depository to ascertain that such securities are to be credited to the securities account of such Client, and the Client’s relevant Instruction has not been submitted/executed.
    4. The crediting of securities on a CSD’s nominee account shall be made on the basis of matching Instructions, namely an Instruction submitted by a securities deliverer whose account with the register of securities owners is to be debited with such securities, and an Instruction issued by the Depository on the basis of a Client’s Instruction submitted to the Depository, save for the cases provided for by the Russian Federation laws. A list of registers of securities owners with which the Depository holds a CSD’s nominee account is posted on the Depository’s official web site at [www.nsd.ru](http://www.nsd.ru).
    5. The crediting of securities to a CSD’s nominee account shall not result in change of the owner (or the trustee) of such securities, unless otherwise provided for by the Russian Federation laws.

The Depository may reject execution of a Client’s Instruction, if the Instruction is submitted on the basis of a document related to the transfer of rights to securities, unless the Russian Federation laws allow change of the owner (or the trustee) of such securities.

* + 1. A Client’s Instruction for acceptance of securities for safekeeping in a Client’s nominee account in case of crediting the securities to a CSD’s nominee account must include the full corporate name (or the last, first and patronymic names, as the case may be) of the owner (or the trustee) of such securities.
    2. For the purpose of crediting securities to a CSD’s nominee account, it shall be mandatory to complete the ‘Reference’ field in the relevant Instruction, if, in accordance with the Russian Federation laws, such securities transfer is to be made on the basis of matching instructions issued by the Depository and by the person whose account is to be debited with such securities. A reference shall contain no more than 16 characters (upper-case Roman characters and/or Arabic numerals). The reference shall be unique for the then current day among Client’s pending Instructions and shall refer to the account number of the person whose account is to be debited with the relevant securities and the quantity of the relevant issuer’s securities covered by Instructions pending at the keeper of the relevant register of securities owners. The reference specified in the Client’s Instruction must match the reference specified in the relevant Instruction given by the person from whose account the securities are to be credited to the CSD’s nominee account.
    3. Each time when crediting securities to a CSD’s nominee account, the Depository and the register keeper shall match the details regarding the number of securities in the nominee account in order to enable the Depository to make sure that the number of securities in the CSD’s nominee account matches the aggregate number of securities in all securities accounts maintained by the Depository. The Depository shall not credit the Client’s securities account with any securities without such matching and/or if any discrepancies are discovered. Any discrepancies discovered shall be resolved in the manner provided for by the Russian Federation laws.
    4. For the purposes of crediting a Client’s securities account with investment units of a unit investment fund, as purchased upon their issuance, where the management company of the unit investment fund is not connected to the Centralized UIT Units Record Keeping System (CUU RKS), the Client shall submit to the Depository an Instruction (Form MF035) along with an Instruction to submit an application for the issuance of investment units (Form GF033). The Depository shall provide the Client with a report (Form GS036) to notify the Client of the number assigned to the application, which shall be specified in the Instruction to pay for the investment units.

For the purposes of crediting a Client’s securities account with investment units of a unit investment fund, as purchased upon their issuance, where the management company of the unit investment fund is connected to the CUU RKS, the Client shall submit to the Depository an Instruction (Form FA500). The Instruction must contain the details of the application for the issuance of investment units, being the document that constitutes the basis for making the transaction. The Client shall be required to connect to the CUU RKS Web-channel and submit to the CUU RKS an Instruction to submit an application for the issuance of investment units (Form GF033/3). The list of management companies connected to the CUU RKS is available on the Depository’s official web site at www.nsd.ru. The transaction shall be performed provided that the information contained in the Instruction matches the information contained in the Instruction to submit an application.

Where necessary, the Client shall also provide any other documents required by the unit investment fund’s management rules.

The investment units purchased shall be credited to the Client’s securities account as soon as the investment units are credited to the Depository’s nominee account or CSD nominee account in the register of investment unit holders. Upon execution of the Instruction, the Client shall be provided with a report (Form MS035).

By submitting to the Depository an Instruction to accept securities for safekeeping and/or record keeping and an Instruction to submit an application for the one-off or recurrent issuance of investment units, the Client shall acknowledge and represent that he is authorized to make the relevant transaction with such investment units, that the purchaser of investment units has read the unit investment fund’s management rules and is aware of the procedure for, and timing of, the relevant transaction with investment units, and that the information contained in the Client’s application is true and accurate. The Client shall also agree and acknowledge that his application is irrevocable. Where the relevant Instruction is submitted by the Client with respect to a nominee securities account, the Client shall acknowledge and represent that he was duly authorized by the purchaser of investment units to receive such investment units.

* + 1. When securities are debited from one Account of the Depository and credited to its other Account, they shall be then credited to the Client’s Securities account no later than the business day next to the day when the Depository received the document confirming the crediting of securities in the Depository’s Account.
  1. **Acceptance of Certificated Securities Subject to Mandatory Centralized Safekeeping or Securities Subject to Centralized Record Keeping of Rights to Securities for Safekeeping and/or Record Keeping**

The Depository may accept certificated securities subject to mandatory centralized safekeeping for safekeeping in a Depository’s vault equipped in line with the requirements set forth by the Russian Federation laws and other regulations.

***Basis:***

An Instruction given by the clearing house that has formed an asset pool (in connection with the issuance of a clearing participation certificate), or an Internal Instruction;

Transfer to the Depository of a certificated security (certificated securities) subject to mandatory centralized safekeeping for its (their) immobilization, or submission to the Depository of a decision on the issuance of securities (or another document describing all of the rights attached to the securities) and other documents provided for by the agreement with the issuer to whom the Depository provides services for centralized record keeping of rights to securities;

***Outgoing documents:***

A transaction report (Form MS030) issued to the issuer (or to the party liable on securities); or a report confirming the crediting of clearing participation certificates to the Client's securities account (Form MS140).

***Time limits within which the transaction is to be executed:*** no later the next business day after the receipt of the documents constituting the basis for the transaction.

* 1. **Terms and Conditions Applicable to the Crediting of Clients' Securities Accounts with Securities for Which a Register of Securities Holders Is Maintained, Following Their Offering through an Exchange**

Securities which are recorded in the issuer account in the register of securities holders and which were offered through an exchange on the securities market may be credited, at the option of the Client, either to securities accounts held with the Depository, or to accounts held by the owners of such securities with a register of registered securities owners.

The crediting of securities for which a register of securities holders is maintained to Clients’ securities accounts with the Depository upon the offering of such securities through an exchange shall be made on the basis of an Instruction submitted by the clearing house that provides services to the exchange, or on the basis of a Client’s contingent instruction and documents received from the clearing house, such documents being provided for by the clearing rules and containing information regarding the number of securities to be credited to the Client’s trading sub-account of the Trading securities account, and upon receipt of a register keeper’s notice confirming that the securities sold during a trading session have been credited to the Depository’s nominee account with the register of securities owners. Upon completion of the transaction, the Client shall be provided with a report (Form MS140).

Any investor (being either a Client or a Client’s customer) may also instruction to credit any securities purchased by him through an exchange on the securities market to his account with a register of securities owners. In this case, the crediting of securities shall be made in accordance with the procedure stipulated by the Russian Federation laws or other regulations, as well as by internal regulations of the clearing house and those of the exchange through which securities are offered.

## Article 26. Withdrawal of Securities from Safekeeping and/or Record Keeping

* 1. ***Transaction description***: debiting securities from a Client’s securities account:
* when debiting securities from a Depository’s nominee securities account to a securities account with another depository, or from an account held by the Depository as a person acting on behalf of third parties with a foreign depository and intended to record rights to Depository’s Clients’ securities;
* when debiting securities from a Depository’s nominee account or from a CSD’s nominee account with a register of securities owners;
* upon transfer of a certificated security (certificated securities) due to the discontinuance of its (their) mandatory centralized safekeeping upon an instruction of a person under an agreement with whom the securities subject to mandatory centralized safekeeping were immobilized, or due to the discontinuance of centralized record keeping of rights to securities in the manner provided for by the agreement with the issuer (or with the party liable on securities) to whom the Depository provides services for centralized record keeping of rights to securities, or upon transfer of certificated securities subject to mandatory centralized safekeeping to the archives if the Depository's agreement with the issuer (or with the party liable on securities) provides for the possibility to transfer a certificate of securities subject to mandatory centralized safekeeping in the Depository to the archives; or
* upon the redemption of clearing participation certificates.
* This Depository operation shall result in debiting securities from the Passive account with their simultaneous debiting from the Active account.
  1. **Withdrawal of Securities from Safekeeping and/or Record Keeping when Debiting Securities from a Depository’s Account with a Register of Securities Owners, with a Foreign Depository or Another Depository**
     1. Information regarding the deadline for acceptance of Instructions, by which the Depository shall on the same day send an Instruction to debit securities from a Depository’s nominee account or from a CSD’s nominee account with a register of securities owners, or shall send an Instruction to another depository or a Foreign depository, is posted on the Depository’s official web site at [www.nsd.ru](http://www.nsd.ru). If a Client’s Instruction is received by the Depository after the said deadline, the Depository may send the relevant Instruction on the next business day, the Depository may send the relevant Instruction to the relevant register keeper, or a securities withdrawal instruction to the relevant other depository with which the Depository holds the relevant nominee securities account, or to the Foreign depository, in each case on the next business day. The Depository may extend the time limits within which Instructions may be accepted, by giving notice to that effect to Clients, provided that such extension is possible given the register keeper’s (the other depository’s, the Foreign depository’s) procedure for acceptance of Depository’s instructions.

***Basis:***

An Instruction submitted by the Client (Form MF036) or an Internal instruction (in the cases provided for by the Russian Federation laws).

A statement (notice, statement of transactions) issued by the register keeper to confirm the debiting of securities from the Depository’s nominee account, or a statement or report confirming the execution of the relevant transaction in the Depository’s nominee account with the relevant other depository, or in the Depository’s account with the relevant Foreign depository (opened as for a person acting on behalf of third parties) intended to record rights to securities.

In case the issuer that has discontinued its operations has been excluded from the Unified State Register of Legal Entities or has been liquidated, the debiting of securities from securities accounts or from an unidentified party account shall be made by the Depository as of the date of the entry on the removal of the issuer from the Unified State Register of Legal Entities on the basis of an Internal Instruction.

Securities to be debited shall be blocked on the first day of the instruction execution period specified in the relevant Instruction, provided that there are securities available in the securities sub-account specified by the Client.

The Depository may request the Client to provide additional documents pursuant to the then current laws and as may be required by the register keeper (the other depository, or the Foreign depository).

***Outgoing documents:***

A transaction completion report issued to the Client (Form MS036);

A notice of the completed transaction in the register (if the securities are debited from the Depository’s nominee account with the register of securities owners).

* + 1. Where securities are debited from a Depository’s nominee account with a register of securities owners, the Client shall, along with a report on the completed transaction at the Depository, be provided with a notice of the completed transaction in the register (either in the form provided for by the Depository, or as received by the Depository from the register keeper). A notice in the form provided for by the Depository (Form GS360) shall be provided in electronic format to those Clients who have an electronic data interchange agreement with the Depository. If it is necessary to receive either a GS360 Form notice in hard copy, or the register keeper’s original notice received upon the Depository’s request, the Client shall tick the relevant box in his MF036 instruction for withdrawal of securities from safekeeping and/or record keeping.
    2. Where the register keeper or the Foreign depository, or the other depository (as the case may be) rejects the transfer of securities, the Depository shall provide the Client with a copy of the notice of rejection at the Client’s request. Where the transfer was rejected due to the fault of the Client, the Client shall reimburse the Depository for any expenses related to the execution of the relevant Instruction. In this case, the Depository shall be deemed to have fulfilled its obligations in connection with such Instruction.
    3. The debiting of securities from a CSD’s nominee account shall be made on the basis of matching Instructions, namely an Instruction issued by the Depository on the basis of a Client’s Instruction submitted to the Depository, and an Instruction submitted by a securities recipient who holds an account with the register of securities owners, save for the cases provided for by the Russian Federation laws.
    4. A list of registers of securities owners with which the Depository holds a CSD’s nominee account is posted on the Depository’s official web site intended to disclose information relating to the exercise of the rights attached to securities.
    5. The execution of the above transaction shall not result in change of the owner (or the trustee) of such securities, unless otherwise provided for by the Russian Federation laws.
    6. The Depository may reject execution of a Client’s Instruction, if the Instruction is submitted on the basis of a document related to the transfer of rights to securities, unless the Russian Federation laws allow change of the owner (or the trustee) of such securities.
    7. A Client’s Instruction for withdrawal of securities from safekeeping and/or record keeping from the Client’s Securities account in case of debiting the securities from a CSD’s nominee account must include the full corporate name (or the last, first and patronymic names, as the case may be) of the owner (or the trustee) of such securities.
    8. For the purpose of debiting securities from a CSD’s nominee account, it shall be mandatory to complete the ‘Reference’ field in the relevant Instruction, if, in accordance with the Russian Federation laws, such transaction is to be made on the basis of matching Instructions issued by the Depository and by the person whose account is to be credited with such securities. A reference shall contain no more than 16 characters (upper-case Roman characters and/or Arabic numerals). The reference shall be unique for the then current day among Client’s pending instructions and shall refer to the account number of the person whose account is to be credited with the relevant securities and the quantity of the relevant issuer’s securities covered by instructions pending at the keeper of the relevant register of securities owners. The reference specified in the Client’s Instruction must match the reference specified in the relevant Instruction given by the person to whose account the securities are to be credited via the CSD’s nominee account.
    9. Each time when debiting securities from a CSD’s nominee account, the Depository and the register keeper shall match the details regarding the number of securities in the nominee account in order to enable the Depository to make sure that the number of securities in the CSD’s nominee account matches the aggregate number of securities in all securities accounts maintained by the Depository. The Depository shall not debit the Client’s securities account with any securities without such matching and/or if any discrepancies are discovered. Any discrepancies discovered shall be resolved in the manner provided for by the Russian Federation laws.
    10. For the purposes of debiting a Client’s securities account with investment units of a unit investment fund upon their redemption, where the management company of the unit investment fund is not connected to the CUU RKS, the Client shall submit to the Depository an Instruction (Form MF036) along with an Instruction to submit an application for the redemption of investment units (Form GF033).

For the purposes of debiting a Client’s securities account with investment units of a unit investment fund upon their redemption, where the management company of the unit investment fund is connected to the CUU RKS, the Client shall submit to the Depository an Instruction (Form FA100). The Instruction must contain the details of the application for the redemption of investment units, being the document that constitutes the basis for making the transaction. The Client shall also be required to connect to the CUU RKS Web-channel and submit to the CUU RKS an Instruction to submit an application for the redemption of investment units (Form GF033/3). The transaction shall be performed provided that the information contained in the Instruction matches the information contained in the Instruction to submit an application.

Upon execution of the transaction, the Client shall be provided with a report (Form MS036).

For the purpose of exchange of investment units of a unit investment fund, where the management company of the unit investment fund is not connected to the CUU RKS, the Client shall submit to the Depository an Instruction to debit the investment units to be exchanged (Form MF036) along with an Instruction to submit an application for the exchange of investment units (Form GF033). Upon execution of the transaction, the Client shall be provided with a report (Form MS036).

For the purpose of exchange of investment units of a unit investment fund, where the management company of the unit investment fund is connected to the CUU RKS, the Client shall submit to the Depository an Instruction to debit the investment units to be exchanged (Form FA100) along with an Instruction to credit the investment units received as a result of the exchange (Form FA500). The Instructions must contain the details of the application for the exchange of investment units, being the document that constitutes the basis for making the transaction. The Client shall also be required to submit to the CUU RKS an Instruction to submit an application for the exchange of investment units (Form GF033/3). The transaction shall be performed provided that the information contained in the Instructions matches the information contained in the Instruction to submit an application. Upon execution of the transactions, the Client shall be provided with reports (Forms MS036 and MS035).

Where necessary, the Client shall also provide any other documents required by the unit investment fund’s management rules.

By submitting to the Depository an Instruction to withdraw securities from safekeeping and/or recordkeeping and an Instruction to submit an application for the redemption or exchange of investment units, the Client shall acknowledge and represent that he is authorized to make the relevant transaction with such investment units, that the owner of investment units has read the unit investment fund’s management rules and is aware of the procedure for, and timing of, the relevant transaction with investment units, and that the information contained in the Client’s application is true and accurate. The Client shall also agree and acknowledge that his application is irrevocable. Where the relevant Instruction is submitted by the Client with respect to a nominee securities account, the Client shall acknowledge and represent that he was duly authorized by the owner of investment units to redeem or exchange such investment units.

* 1. **Withdrawal of Certificated Securities Subject to Mandatory Centralized Safekeeping or Uncertificated Securities Subject to Centralized Record Keeping of Rights to Securities from Safekeeping and/or Record Keeping**

***Basis:***

An Instruction given by the clearing house that formed the asset pool (in connection with the redemption of clearing participation certificates), or an Internal Instruction;

Transfer by the Depository of a certificated security (certificated securities) due to the discontinuance of its (their) mandatory centralized safekeeping upon an instruction of a person under an agreement with whom the securities subject to mandatory centralized safekeeping were immobilized, or transfer of certificated securities subject to mandatory centralized safekeeping to the archives if the Depository's agreement with the issuer (or with the party liable on securities) provides for the possibility to transfer a certificate of securities subject to mandatory centralized safekeeping (or another document describing all of the rights attached to the securities) to the archives, or due to the discontinuance of centralized record keeping of rights to securities in the manner provided for by the agreement with the issuer (or with the party liable on securities) to whom the Depository provides services for centralized record keeping of rights to securities.

***Outgoing documents:***

A transaction report (Form MS030) issued to the issuer to confirm the debiting of securities from the issuer account, or a report (Form MS140) issued to the Client upon redemption of clearing participation certificates.

## Article 27. Relocation of Securities

* 1. ***Transaction description:*** debiting securities from one active account (a sub-account of the active account) along with the simultaneous crediting the securities in another active account (a sub-section of the active account) on the condition that the number of securities recorded in passive accounts shall not be changed.

Any such transaction shall only be possible if securities are to be relocated to a place of safekeeping approved by the Depository for a particular issue of securities. The Depository may determine places for securities safekeeping at its absolute discretion, unless otherwise provided for by the Russian Federation laws, decision on the issuance of securities ( terms and conditions of issuance and circulation ofsecurities), or by any other documents. The list of places of safekeeping approved for particular securities shall be posted on the Depository’s web site at [www.nsd.ru](http://www.nsd.ru).

* 1. Where there is more than one place of safekeeping approved for particular securities with respect to which the Depository provides services, the Depository may, on the basis of an Internal instruction, relocate securities between such places of safekeeping both when executing a Client’s Instruction for withdrawal of securities from safekeeping and/or record keeping, and in any other cases, provided that such relocation is not inconsistent with the Russian Federation laws, decision on the issuance of securities (terms and conditions of issuance and circulation of securities), or these Terms & Conditions.
  2. The Depository may relocate securities on the basis of an Internal instruction (provided that the Depository has given prior notice to that effect to its Clients) if the further use of the relevant place of safekeeping is impossible due to:
* liquidation of the relevant legal entity registered as a place of safekeeping;
* termination of services provided by the register keeper with respect to the issuer’s securities due to the transfer of the register of securities owners to another register keeper;
* cancellation of the professional securities market participant license for depository operations (register-keeping operations) held by the relevant legal entity registered as a place of safekeeping; or
* termination of the agreement under which the place of safekeeping is being used.

***Basis:***

An Internal instruction.

Documents confirming the debiting of the securities from the Depository's Account and their crediting to the Depository's another Account (where the securities are debited from one active account and credited to another active account).

Payment for relocation of securities on the basis of an Internal instruction shall be made at the expense of the Client, if the relocation expenses have been invoiced to the Depository by a third party.

***Time limits within which the transaction is to be executed:*** no later than the business day next to the date when the Depository received the last of two documents confirming the crediting or the debiting of the securities to the Depository’s Account from the Depository’s Account with the relevant place of safekeeping.

## Article 28. Correction of Erroneous Transactions

* 1. ***Transaction description***: making a correction entry in the Depository’s registers.

***Basis:***

An Internal instruction made by the Depository with the consent of the Client or any other person who, in accordance with the federal laws or the Agreement, may instruction or request to make correction entries.

***Outgoing documents:***

A transaction completion report issued to the Client (Form MS082).

* 1. An entry made in a securities account which is used to record rights to securities shall become final upon its making, i.e. such entry may not be amended or cancelled by the Depository, unless the entry was made without a Client’s Instruction or any other document constituting the basis for making the relevant transaction, or not in compliance with the terms and conditions contained in such Instruction or in such other document (a correctable entry).
  2. Where any error is identified in a correctable entry, the Depository shall, before the close of business on the day next to the day when the entry was made, make necessary correction entries in the relevant securities account(s) required to correct the error, provided that a transaction completion report or a securities account statement reflecting erroneous details has not yet been sent to the Client.
  3. Upon identification of an error in a correctable entry in any other cases, the Depository only may make necessary correction entries required to correct the error with the consent of the Client or any other person who, in accordance with the federal laws or the Agreement, may Instruction or request to make such correction entries.
  4. The Client shall be obliged to return any securities unreasonably obtained by him as a result of an erroneous entry made in the securities account, or any securities into which such securities were converted, as well as to transfer any income received on such securities and pay damages in accordance with the Russian Federation civil laws. The Depository shall record any securities unreasonably credited to the Client’s securities account on an unidentified party account, and shall be obliged to return such securities, or the securities into which such securities were converted, to the securities account from which such securities were debited, within one business day of the receipt of the relevant reporting documents.

## Article 29. Cancellation of Pending Instructions

***Procedure description:***

Cancellation of an Instruction duly submitted to the Depository. An Instruction may be cancelled before the commencement of its execution or before the moment in the course of its execution when its cancellation becomes impossible.

***Basis:***

An Instruction (Form GF070) submitted by the initiator of the cancellation of the Instruction.

The cancelling Instruction must refer to the registration number and registration date of the Instruction to be cancelled.

Matching Instructions may be cancelled on the basis of cancelling Instructions submitted by the Client-deliverer and/or the Client-recipient before reconciliation of such matching instructions is completed. After positive completion of such reconciliation and before the commencement of the trade settlement (i.e. before execution of the relevant transaction), the matching Instructions may be cancelled on the basis of cancelling Instructions submitted in respect to each of the matching Instructions.

The Depository shall reject an Instruction submitted to cancel an Instruction for securities transfer, or for acceptance of securities for safekeeping and/or record keeping, after the moment during a business day when the relevant changes in the details recorded in the Depository’s registers were already made.

The Depository shall reject an Instruction submitted to cancel an Instruction for withdrawal of securities from safekeeping and/or record keeping, after the moment during a business day when a Depository’s Instruction to make the relevant transaction in Depository’s Account was given to the register keeper, the Foreign depository, or such other depository.

***Outgoing documents:***

A transaction completion report issued to the Client who submitted the previous Instruction (Form GS070).

## Article 30. Providing Clients with Securities Account Statements and Reports upon Clients’ Information Requests

* 1. Transaction description: issuing reports and statements on a securities account, an account not intended to record rights to securities, and other registries of the Depository, or on performed Depository operations, upon a Client’s and another competent body’s information requests.

***Basis:***

An Instruction (information request) submitted by the Client (Form IF444), or an Internal instruction in the cases provided for by the Russian Federation laws or by the Agreement.

A Client’s information request may relate to the balance of securities in the Client’s securities account, transactions in the securities account, details recorded in the Client’s details form, or any other information.

***Outgoing documents:***

An information report/statement issued to the Client depending on the type of the information request.

Time limits within which a report is to be provided upon an information request concerning any period/date related to a previous quarter or earlier period may differ from the general time limits provided for by these Terms & Conditions, but shall not exceed T + 5.

* 1. A request for information related to a securities account balance/transactions may be submitted either with respect to the current date, or to any other date of the current calendar year. The Depository may issue reports upon information requests with a predefined frequency (on a daily, weekly or monthly basis). The maximum period during which regular reports are to be issued by the Depository, which may be specified in a Client’s Instruction for provision of reports with a predefined frequency, shall be determined by the Depository and disclosed on the Depository’s official web site at www.nsd.ru. Upon the expiry of such period, the Client shall submit a new Instruction (information request). Where issuance of reports with a predefined frequency in the manner specified in the Client’s information request is no longer possible, the Depository may, starting on the date when such issuance has become impossible, suspend issuance of reports. To continue receiving reports, the Client shall submit to the Depository a new request stating an available method of providing such reports.
  2. In accordance with a Client’s information request, information on the securities account balance and transactions may be provided either as at the close of the operational day, or as at the then current time (report issuance time). A report provided to a Client as at the report issuance time shall not constitute a document that certifies the Client’s rights to the securities.
  3. In the cases provided for by the Russian Federation laws or by the Agreement, a report may be issued on the basis of a Depository’s information request.
  4. The Depository shall, in response to a clearing house’s information request (Form IF444, type of request – “K”), on a daily basis at the end of operational day on a business day, send to the clearing house and to the persons in whose name the relevant securities sub-accounts are opened securities balance statements for all securities sub-accounts opened in the relevant clearing securities account and transactions reports for all securities sub-accounts opened in such clearing securities account.
  5. If necessary, a clearing house may, without cancelling a request for the provision of information on a regular basis, submit a non-recurring request for information regarding the balance of securities in securities sub-accounts or in a particular securities sub-account, or regarding transactions.
  6. Information about pledged securities recorded in pledge sub-accounts opened with the indication of a certain Client as a pledgee shall be submitted to the pledgee Client upon his/her information request on form IF444. Based on the results of the execution of the information operation in accordance with the procedure and terms established for the execution of information operations, but within three business days since the receipt of the pledgee Client’s request, the pledgee Client shall receive an electronic report on form IS431, IS432 or IS433. The parties agree that a requirement for indicating the full name, address and the telephone number of the Depository information about which are disclosed on the Depository’s official website ([www.nsdd.ru](http://www.nsdd.ru)) is considered met if the abovementioned reports submitted to the pledgee Client include the Depository’s code NDC000000000 as a code of the report’s issuer.
  7. The Depository shall submit information on transactions in closed Securities accounts on form IF444 based on a single request of the Client for who the closed Securities account has been opened.

## Article 31. Interaction between the Depository and a Client when Drawing up a List of Securities Owners and a List of Persons Entitled to Exercise Rights Attached to Securities

* 1. The Depository interacts with the Clients when drawing up the lists:
* of securities owners drawn up at the request of the Bank of Russia, the issuer (or the party liable on securities) for performing by the issuer (or the party liable on securities) its obligations stipulated by federal laws as of the date set in the request in accordance with Article 8.6-1. of the Securities Market Law.
* of persons exercising rights to securities stipulated by federal laws in accordance with Article 8.7-1. of the Securities Market Law. The lists shall be drawn up on the basis of the Depository’s data on recorded rights to securities and data received by the Depository from Clients acting as nominee holders and foreign nominee holders. In cases stipulated by Article 8.9. of the Securities Market Law, data submitted by nominees may include information on a vote by a person exercising rights to securities;
* of owners and/or nominee holders of Russian issuers’ bonds, state registration of which was performed or identification numbers of which were assigned before 01.01.2012.

In accordance with the text of these Terms & Conditions, said lists may be named as the List if there is no need to clarify the specifics of drawing up or submitting of each above-mentioned list. The List shall be submitted within a deadline established by the federal laws or the Bank of Russia’s regulatory acts. Lists and/or notices on a vote by a person exercising rights to securities shall be submitted to the Depository in the electronic form (in the form of electronic document) in accordance with the procedure described in the electronic data interchange agreement entered into with the Client.

This article of the Terms & Conditions establishes an instruction of interactions between the Depository and Clients when submitting the List by sending to the Depository an instruction (Form RF005). The instruction of interactions between the Depository and Clients when drawing up the List on the basis of instructions on participation in a Corporate action submitted by Clients is established in Article 39 of these Terms & Conditions. The instruction of submitting information by the Client for drawing up the List is established in the notice of a Corporate action.

* 1. ***Procedure description***: drawing up and delivering to the issuer (or the party liable on securities), register keeper, another depository with which the Depository holds a nominee securities account, a Foreign depository) a List of securities owners or a list of persons exercising rights to securities drawn up on the basis of the Depository’s Depository accounting system and data submitted to the Depository by Nominee holders and Foreign nominee holders (hereinafter referred to as the Consolidated list).
  2. The list shall include persons whose securities rights are recorded by the Depository, and the crediting of such securities shall be made by the register keeper (another depository) before or on the date as at which the List was drawn up. Those persons whose securities were debited by the register keeper (such other depository) before or on the said date shall not be included on the List.
  3. Upon a Depository’s request, a foreign nominee holder shall submit a List (drawn up as at a particular date) containing details of the persons entitled to exercise rights attached to the relevant securities and stating the number of securities held by such persons. The procedure in accordance with which a foreign nominee holder has to provide information for the purpose of drawing up the Consolidated list shall be similar to the procedure in accordance with which Lists are provided to the Depository by Clients acting as nominee holders.
  4. Clients with an owner securities sub-account or a trustee securities sub-account opened shall be included in the List of the Depository in the same instruction as persons with an owner securities account and a trustee securities account opened. Clients with a nominee securities sub-account or a foreign nominee sub-account opened shall draw up the List and submit it to the Depository in the same instruction as Clients with a nominee securities account or a foreign nominee account opened.

The owner of securities the rights to which are recorded in a securities sub-account shall exercise any and all rights attached to such securities. The trustee in whose name a trustee securities sub-account is opened shall exercise any and all rights attached to the securities, provided that the trustee is authorized to exercise such rights in accordance with the Russian Federation laws or with the relevant agreement.

* 1. ***Basis:***

A copy of a document of an issuer, a register keeper, another depository, regarding, *inter alia*, the forthcoming Corporate action and the drawing up of a list of persons entitled to participate in such Corporate action and to receive distributions on their securities, stating the date as at which the List is drawn up, provided that the document is provided to the Depository by the issuer (register keeper, another depository);

An issuer’s (register keeper’s, or another depository’s) request for the provision of the List;

A statement from the register of securities owners recorded in the account held by the Depository as a nominee holder (or a statement of the Depository’s nominee securities account with the relevant other depository) regarding the balance, as at the date specified by the issuer, of securities with respect to which the list is to be drawn up, provided that the statement is provided to the Depository by the register keeper or the other depository (as the case may be);

An Internal instruction.

* 1. ***Outgoing documents:***

Information regarding the drawing up of a List shall be disclosed on the Depository’s official web site intended to disclose information relating to the exercise of the rights attached to securities no later than the business day next to the date when the Depository received a request for submitting the List from an issuer (a registrar, another depository), the Bank of Russia.

Clients shall be solely responsible for monitoring the relevant messages posted on the Depository’s official web site intended to disclose information relating to the exercise of the rights attached to securities and for delivering (if necessary) the relevant notices, materials, and information to their respective customers. Clients shall be solely responsible for receiving such information (and for delivering (if necessary) the same to their respective customers). Where a Client is not capable to monitor and receive information posted on the Depository’s official web site intended to disclose information relating to the exercise of the rights attached to securities, the Client shall give notice to the Depository using any method available to the Client, have such notice registered by the Depository, and receive the necessary information in any other manner, such as by mail, fax, e-mail, or via any special communication channel. The cost of delivery of such information by mail or via any special communication channel shall be paid by the Client.

Notices (or requests regarding a Corporate action) (Form GS061) requesting the provision of Lists by the Clients whose securities accounts with the Depository have a non-zero balance of securities with respect to which a List is to be drawn up as at the record date specified by the issuer. Any such notice shall also include information regarding the Corporate action, the balance of securities in the Clients’ securities accounts as at the date specified in the notice as a record date of the List, and a requirement to fill in the mandatory fields for the purpose of drawing up the particular List (or changes thereto). A List form is posted on the Depository’s official web site intended to disclose information relating to the exercise of the rights attached to securities. The said notice shall be given to a Client either in electronic format in accordance with the electronic data interchange agreement or in hard copy where it is impossible to perform the electronic document interchange.

The List, as well as an instruction for registration of the list (Form RF005), shall be submitted to the Depository no later than the date specified in the Depository’s notice (request regarding a Corporate action), either in electronic format in accordance with the electronic data interchange agreement, or in hard copy. It shall be allowed to submit the List in hard copy where it is impossible to submit the List in the electronic form. Where a list is submitted in hard copy, the Client shall first submit such list using a magnetic data carrier, in a format required by the Depository, and a Depository’s employee shall print such list out, sign and deliver it to the Client for signing. The list of securities owners shall be deemed to have been submitted in hard copy on the submission date of the list so signed by the Client. Upon registration of the List submitted by the Client, the Client shall be provided with an instruction verification report (Form GS062).

A Consolidated list shall be provided upon request to the issuer (register keeper, another depository, or paying agent). If a Consolidated list is so provided, the Client shall be given a notice (Form GS610).

* 1. Where the Client wishes to update the List submitted previously, the Client shall submit either a new List or changes to the List earlier registered by the Depository, in the manner provided for by this Section. Upon registration of the changes made to the List, the earlier submitted information (the previous List or the changed fields in the List) shall become ineffective.
  2. The Client, before the list submission date specified in the Depository’s request, may also cancel the List earlier submitted to the Depository, by submitting to the Depository the relevant Instruction (Form GF070). Upon cancellation of the List, the Client shall be provided with a report (Form GS070).

## Article 32. Debiting and Crediting Securities upon Conversion

* 1. ***Transactions description***: debiting securities of a particular issue from a securities account (securities accounts) or an account not intended to record rights to securities, and crediting of securities of another issue to a securities account (securities accounts) or an account not intended to record rights to securities of in accordance with the conversion ratio within the time limits stipulated by the laws of the Russian Federation.
  2. Where the decision on the issuance of convertible securities provides for the issuer's right or obligation to convert them, the Depository shall make such conversion under an Internal Instruction issued on the basis of the issuer's relevant Instruction, or, if rights to the securities are recorded in the register, then on the basis of a registrar's statement (notice).

Where the obligation to convert the securities is to be performed on a particular calendar date or upon the expiry of a particular time period, the Depository shall make such conversion under an Internal Instruction issued on the basis of the decision on the issuance of convertible securities, or, if rights to the securities are recorded in the register, then on the basis of a registrar's statement (notice).

* 1. Where the obligation to convert the securities is to be performed upon the occurrence of a particular event or where its performance depends on satisfaction of particular conditions and/or occurrence of particular circumstances, the Client and/or the representative of holders of convertible bonds may, upon the expiry of five business days following their occurrence and/or satisfaction, give notice to that effect to the Depository and the issuer. No later than one business day of the receipt of that notice, the Depository shall communicate its contents to the issuer or the registrar. Under an Internal Instruction, the Depository shall convert all convertible securities on the basis of the relevant notice within the time limits required by the laws of the Russian Federation, unless the issuer has provided any documents certifying that no event, conditions and/or circumstances referred to in the notice have occurred or been satisfied, as the case may be.
  2. Where the rights to the convertible securities are recorded in a register of securities holders, relevant entries regarding conversion shall be made in the relevant securities accounts on the basis of an Internal Instruction upon receipt of a letter (notice) confirming that the relevant transaction has been made in the Depository's Account in the register.
  3. Where the decision on the issuance of convertible securities provides for the holders' right to demand conversion of convertible securities held by them, such demand shall be made to the Depository by Clients giving to the Depository, in the manner set forth by the Agreement, relevant conversion Instructions in electronic format, stating the details that allow the Depository to identify the person giving the Instruction and the number of convertible securities to be converted upon the demand of that person. Where a register of securities holders is maintained, the Depository shall forward the relevant instruction to the registrar keeping the register of securities holders.
  4. The Client may give a cancellation Instruction to cancel an earlier Instruction within the time limits stipulated in the decision on the issuance of convertible securities.
  5. Starting from the date of receipt by the Depository of an Instruction demanding to convert convertible securities and until the date when entries relating to such conversion are made in the securities account in which rights to the convertible securities are recorded, or until the date of receipt of an Instruction canceling the Client's Instruction demanding such conversion, the Client may not deal in the securities to be converted, including creation of any pledge or other encumbrances over those securities. Upon execution of the Instruction demanding conversion of convertible securities, the Depository shall record such restrictions in the Client's securities account without the need for the Client to give a further Instruction to impose such restrictions. Upon imposing such restrictions, the Depository shall provide the Client with a statement.
  6. An entry confirming the lifting of the restrictions required by the laws of the Russian Federation for conversion purposes shall be made in the relevant securities account without Client's further Instruction, either at the same time when an entry is made to confirm the conversion of convertible securities into other securities, or on the date of receipt of a Client's cancellation of the conversion Instruction, or on the date of receipt of information regarding the receipt by the registrar the notice of cancellation of the conversion demand from the holder of convertible securities whose rights to those securities are recorded by the Client acting as nominee holder.
  7. At the time of conversion of securities with respect to which any encumbrance was created into other securities, the Depository shall make an entry confirming encumbrance over such other securities without an Instruction from the Client whose securities have been encumbered and without the consent from the person in whose favour such encumbrance was created.
  8. Transactions relating to conversion of securities upon their split or reverse split shall be executed by the Depository without Clients' Instructions, on the basis of an issuer's Instruction and documents evidencing the registration of amendments made to the decision on the issuance of securities in connection with their split or reverse split, under an Internal Instruction, and, if rights to the securities are recorded in the register, also without Clients' Instructions, on the basis of an Internal Instruction and a transaction statement (notice) issued by the registrar to confirm the relevant transaction made in the Depository's Account in the register.

Transactions relating to a change in the nominal value of shares in other cases shall be executed by the Depository without Clients' Instructions, on the basis of an Internal Instruction and a transaction statement (notice) issued by the registrar to confirm the relevant transaction made in the Depository's Account in the register.

## Article 33. Securities Crediting upon Distribution of Additional Securities

* 1. ***Transactions description***: crediting, in accordance with an issuer’s decision, Clients’ securities accounts with a non-zero balance (as at the date specified by the issuer) with additional securities of a new issue in proportion to the balance of securities in such Clients’ securities accounts.
  2. A transaction in securities accounts shall be executed strictly in compliance with the issuer’s decision on distribution of additional securities of the new issue, issuer’s instructions as to the procedure for and stages of distribution, and a statement (notice) issued by the register keeper or another depository to confirm the number of additional securities that have been actually credited to the Depository’s nominee account, if the Depository acts as a nominee holder.
  3. In case of any discrepancies between the estimated number of additional securities to be credited to such account and the actual number of securities credited, the Depository shall not execute the relevant transaction until the issue is fully resolved.
  4. Upon making a transaction in a CSD’s nominee account held with a register of securities owners, the relevant transaction at the Depository shall be executed provided that a register keeper’s notice of a global transaction is available, and further provided that the data recorded by the register keeper and the data recorded by the Depository are successfully matched.
  5. ***Basis***:

A statement (notice or report) issued by the register keeper, the Foreign depository or the other depository with which the Depository holds an account and which keep records of such securities, confirming that the necessary number of additional securities of the new issue have been credited to the Depository’s account;

An Internal instruction.

33.6. ***Outgoing documents:***

A list of Clients/securities owners entitled to receive the additional securities, as drawn up in accordance with clause 31 of these Terms & Conditions;

Information issued to the Clients regarding the forthcoming corporate action (such information may be provided in electronic format), and, if necessary, a request asking the Clients to confirm their consent to receive additional securities (if the option to receive or not to receive such securities is provided by the issuer);

A transaction completion report issued to the Clients (Form MS101);

A report issued to the issuer (issuer’s agent, register keeper, other depository) – if necessary, and in the form agreed upon with the issuer (register keeper).

Where the issuer (register keeper, other depository) requests to provide a list of securities owners, such list shall be drawn up in accordance with the procedure applicable to the drawing up of lists for the purpose of paying distributions on securities, which procedure shall, in particular, provide the provision of necessary documents and meeting the deadlines set forth for the relevant transaction. The particular stages of the transaction and their instruction shall be determined in accordance with the issuer’s instructions.

## Article 34. Debiting Securities upon the Redemption (Cancellation) of a Securities Issue

* 1. ***Transaction description:*** debiting securities of a redeemed (cancelled) issue from Clients’ Securities accounts when debiting securities of the redeemed (canceled) issue from the Depository’s Account or upon their transfer to the Issuer account when redeeming securities subject to mandatory centralized safekeeping and/or centralized record keeping of rights to securities with the Depository.

The procedure for debiting securities upon redemption (cancellation) of particular securities issues, shall be determined by the Russian Federation laws, decision on the issuance of securities (terms and conditions of the issuance of, and dealing with, securities), or by any other documents describing all of the rights of securities holders.

Upon making a transaction in a CSD’s nominee account held with a register of securities owners, the relevant transaction at the Depository shall be executed provided that a register keeper’s notice of a global transaction is available, and further provided that the data recorded by the register keeper and the data recorded by the Depository are successfully matched.

***Basis:***

An issuer’s (its paying agent’s) notice/report regarding the redemption (cancellation) of the issue of securities subject to mandatory centralized safekeeping or centralized record keeping of rights to securities with the Depository, or a register keeper’s (the Foreign depository, the other depository’s) report (notice) regarding the debiting of the securities of the redeemed (canceled) issue from the Depository’s Account and any other documents that, in accordance with the Russian Federation laws, constitute the basis for debiting the securities upon redemption or cancellation of the securities issue;

An Internal instruction for debiting the Clients’ securities accounts with the securities of the redeemed (cancelled) issue.

***Outgoing documents:***

Information issued to the Clients regarding the cancellation of their securities, and copies of the documents constituting the basis for the transaction (such documents may be delivered in electronic format, and such documents shall be delivered, provided that they have been provided to the Depository) – in case of cancellation of a securities issue;

A list of Depository’s Clients whose accounts have securities of the issue to be redeemed (cancelled), stating the number of such securities as at a particular date (to be provided if necessary);

Transaction completion reports issued to the Clients (Form MS101);

A report issued to the issuer or the register keeper (if necessary, and in the agreed form).

* 1. Where the decision on the issuance of securities, or any other document setting forth the terms and conditions of issuance of, and dealing with, securities, provides that the securities have to be blocked before their redemption, the securities shall be blocked in the manner and within the time limits as instructed by the issuer or in accordance with the Russian Federation laws.
  2. Where the issuer (register keeper, other depository) requests to provide list, such lists shall be drawn up in accordance with the procedure applicable to the drawing up of the List, which procedure shall, in particular, provide the provision of necessary documents and the deadlines set forth for the drawing up the List.

## Article 35. Debiting and Crediting Securities upon the Consolidation of Additional Issues of Equity or Debt Securities

***Transactions description:*** crediting and debiting securities to/from securities accounts upon the fact of consolidation of additional issues of equity or debt securities. Upon completion of transactions related to the consolidation of additional issues of equity or debt securities, the Depository shall ensure that the Depository’s recordkeeping system and the Clients’ securities accounts retain the records of the relevant securities and transactions made therewith before consolidation of such additional issues.

***Basis:***

A notice of consolidation given by the registration authority that made a decision to consolidate the additional issues of equity or debt securities, or by the keeper of a register with which the Depository holds a nominee account, or by another depository with which the Depository holds a nominee securities account;

An Internal instruction.

***Outgoing documents:***

Transaction completion reports issued to the Clients (Form MS101);

A notice of consolidation (to be issued to the relevant clearing houses with which the Depository has the relevant agreements). A notice shall include details required by the applicable regulations issued by the Bank of Russia. The form of a notice shall be determined in accordance with the terms and conditions of the relevant agreement entered into between the Depository and the relevant clearing house.

## Article 36. Debiting and Crediting Securities upon the Cancellation of the Individual Number (Code) of an Additional Securities Issue and Consolidation of Securities of Such Additional issue with the Securities of the Original Issue (Cancellation of an Additional Issue Code)

***Transactions description:*** debiting securities of an additional securities issue and crediting securities of the original issue. Upon completion of transactions related to the cancellation of the individual number (code) of the additional securities issue and the consolidation of thу securities of the additional issue with the securities of the original issue, the Depository shall ensure that the Depository’s recordkeeping system and the Clients’ securities accounts retain the records of the securities of such additional issue and transactions therewith made before such additional issue code cancellation and such consolidation.

***Basis:***

A notice of an additional issue code cancellation and consolidation of securities of such additional issue with the securities of the original issue, as given by the keeper of the register with which the Depository holds a nominee account, or by another depository with which the Depository holds a nominee securities account;

An Internal instruction.

***Outgoing documents:***

Transaction completion reports issued to the Clients (Form MS101);

A notice of an additional issue code cancellation and consolidation of securities of such additional issue with the securities of the original issue (to be issued to the relevant clearing houses with which the Depository has the relevant agreements). A notice shall include details required by the applicable regulations issued by the Bank of Russia. The form of a notice shall be determined in accordance with the terms and conditions of the relevant agreement entered into between the Depository and the relevant clearing house.

## Article 37. Specific Terms and Conditions of Interactions between the Depository and Clients when processing voluntary or mandatory Corporate actions with an opportunity to choose an option of participation in the Corporate action

* 1. This Article of the Terms & Conditions establishes an Instruction of interactions between the Depository and Clients when processing voluntary or mandatory Corporate actions with an opportunity to choose an option of participation in the Corporate action, and when, during the Corporate action, rights to securities are exercised via depositories recording rights to securities on which the Corporate action is processed.
  2. When the Client or the Client’s customer makes a decision to participate in the Corporate action, the Client who received the notice of the Corporate action from the Depository, shall submit an Instruction in the electronic form (in the form of the electronic document) to participate in the Corporate action. The instruction shall be filled in strict conformance with the instructions contained in the notice of the Corporate action received from the Depository. The instruction shall be submitted to the Depository within the deadline indicated in the notice of the Corporate action. The Client shall assign to the instruction a unique number within the framework of the Corporate action. Where it is stipulated by terms of the corporate action processing, the Client shall choose an option of participation in the Corporate action out of options listed in the notice of the Corporate action. If, in accordance to the terms of the Corporate action, it is required to submit additional documents via the Depository, the Client shall submit to the Depository additional documents indicated in the notice of the Corporate action.
  3. Formats of electronic documents with which the Depository and the Clients exchange, as well as acceptable electronic channels of interactions between the Depository and the Clients are established by the electronic document interchange agreement.
  4. Corporate actions on securities recorded in accounts opened for the Depository as a person acting in the interests of third parties for recording rights to securities in Foreign depositories (hereinafter referred to as foreign securities) shall be processed with account taken of the restrictions stipulated by the applicable law and depository services rules of the Foreign depository.
  5. A Client – a securities owner or a trustee – who sends an instruction to participate in the Corporate action, shall confirm that he is aware of the conditions of processing the Corporate action and existing restrictions associated with participation in the Corporate action, has enough information for making decision to participate in the Corporate action, and takes risks which may emerge, in particular, in connection with the restrictions imposed by Foreign depositories.
  6. The Depository shall not be liable for the accuracy and completeness of the information provided by the Client in order to participate in the Corporate action.
  7. If, in accordance to the terms of the Corporate action, restrictions must be imposed on the use of securities, said restrictions shall be imposed on the basis of the Client’s instruction to participate in the Corporate action by transferring securities to a sub-account intended for recording the restrictions on the use of securities during the Corporate action. After the transfer of securities the Client shall receive a respective report (form MS020).
  8. If during the Corporate action securities shall be debited from or credited to the Client’s securities account, after the completion of the operation executed on the basis of the Client’s instruction to participate in the Corporate action or the Internal instruction, the Client shall receive a respective report on completion of the operation (forms MS036, MS035 or MS101).
  9. When it is required to cancel or replace the instruction to participate in the Corporate action submitted earlier, the Client shall send a request for the instruction’s cancellation or replacement to the Depository in the electronic form. If the instruction has already been sent to a register keeper, another depository or a Foreign depository, the instruction submitted by the Client earlier shall be canceled or replaced once the respective permission by the register keeper, another depository or the Foreign depository is received. If previously, in accordance with the instruction to participate in the Corporate action, restrictions have been imposed on securities, they shall be lifted as a result of the cancellation of the instruction submitted earlier.
  10. When the notice of the Corporate action includes another procedure of preparing the instruction to participate in the Corporate action and submitting it to the Depository, the Client shall act in accordance with the procedure indicated in the notice of the Corporate action.
  11. **Specific Terms and Conditions of Interactions between the Depository and Clients in Connection with Making a Request to the Issuer for Early Redemption or Acquisition of Bonds by the Issuer**
      1. To request the issuer for early redemption or re bond repurchase or to cancel such request, the Client shall give relevant Instructions to the Depository.
      2. Starting from the date of receipt by the Depository of an Instruction to make a request to the issuer for early redemption or bond repurchase and until the date when entries relating to such early redemption or repurchase are made in the Depository's Account or the Client's securities account, or until the date of receipt of information regarding the cancellation by the Client of such request, the Client may not deal in the bonds to be early redeemed or repurchased by the issuer, including creation of any pledge or other encumbrances over those bonds. Without Client's further Instruction, the Depository shall make an entry regarding such restriction in the Client's securities account in which rights to the said bonds are recorded. Upon completion of the depository transaction, the Client shall be provided with a transaction statement. An entry regarding the restrictions imposed on dealings in bonds held in trading securities accounts shall be made provided that the relevant clearing house has given its consent. Where no consent is received from the clearing house, the Depository may reject the Client's Instruction.
      3. An entry regarding the lifting of the restrictions imposed on dealings in the bonds shall be made in the relevant securities account without Client's further Instruction at the same time when an entry is made in the Client's securities account regarding the early redemption or repurchasing of the bonds by the issuer, or on the date of receipt of the Client's cancellation of the Instruction to make a request for early redemption or repurchase of the bonds. Upon completion of the depository transaction, the Client shall be provided with a transaction statement.
      4. In the event of the issuer's early redemption or acquisition of bonds upon request of their holders, entries regarding the debit of the bonds from the Client's securities account in connection with their early redemption or repurchase by the issuer shall be made by the Depository without Client's further Instruction, on the basis of the documents evidencing the discharge of the issuer's early redemption or repurchase obligations and on the basis of the requests for their early redemption or repurchase . Upon completion of the depository transaction, the Client shall be provided with a transaction statement.
      5. Where restrictions are imposed on dealings in bonds in the event of their attachment or blocking, or where such restrictions are lifted, in each case with respect to the bonds for which a request has been made to the issuer for their early redemption or repurchase , the Client shall authorize the Depository to disclose information on such restrictions, including details of Client's customers, to the issuer to enable the latter to discharge its obligations connected with the early redemption or repurchase of bonds.

## Article 38. Providing Services Associated with the Receipt of Cash Income on Securities

* 1. **Terms and Conditions Applicable to the Payment of Income or Any Other Distributions on Securities Due to Clients**
     1. The procedure for providing Depository’s services in connection with the receipt, calculation and remittance of income on securities or of redemption (partial redemption) proceeds from securities (“distributions on securities”) shall be set forth by these Terms & Conditions, subject to the requirements set forth by the Russian Federation laws, decision on the issuance of such securities, or the offering prospectus, or any other document governing the issuance of, and dealing with, such securities.
     2. Where the issuer (register keeper, other depository, and paying agent) requests to provide a list of persons entitled to receive distributions on the securities, such list shall be drawn up in accordance with Article 31 of these Terms & Conditions.
     3. Where the decision on the issuance of such securities, or the offering prospectus, or any other document governing the issuance of, and dealing with, such securities provides for the blocking of securities (a prohibition of crediting/debiting of securities) before making distributions on such securities, the securities shall be blocked in accordance with the procedure and within the time limits provided for by such documents, on the basis of an Internal instruction.
     4. Distributions on securities being recorded on a Client’s securities accounts with the Depository shall be paid by wire transfer to the Client’s bank account the details of which were registered on the basis of a Client’s Instruction for registration of bank account details. Where the bank account details of a Client were not registered by the Depository on the basis of the relevant instruction submitted by the Client, distributions on securities shall be paid by wire transfer using the bank account details specified in the Client’s legal entity’s details form. The Depository may pay distributions in Russian rubles due to foreign corporate Clients (including foreign nominees) by wire transfer to such Clients’ bank accounts the details of which are specified in such Clients’ respective legal entity’s details forms.
     5. The Depository may request the Client to provide any further documents or information, if such documents or information are necessary to pay distributions on securities in accordance with the Russian Federation laws, these Terms & Conditions, or issuer’s/paying agent’s or any other party’s requirements, and the Client shall be obliged to provide such documents.
     6. Where it is required to prove the Depository’s authority to perform any action provided for by this Article, the Depository may request the Client to provide any necessary documents, and the Client shall be obliged to provide such documents.
     7. Payments shall be made to those Clients in whose securities accounts with the Depository the relevant securities were recorded as at the date determined in accordance with the Russian Federation laws.
     8. Any other money credited to the Depository’s account in favor of a Client in accordance with the Russian Federation laws shall be remitted to the Client in the manner prescribed for the provision by the Depository of services in connection with the receipt, calculation, and remittance of distributions on securities.
     9. To enable a Client to apply a reduced withholding tax rate in accordance with a double taxation treaty to which the Russian Federation is a party, upon receipt of distributions on any of the Client’s securities being recorded in a Depository’s account with a foreign depository, which account is intended to keep records of rights to securities held by a person on behalf of a third party, the Client shall provide the Depository, in a timely fashion, with any and all necessary information (including details of Client’s customers) required to enable the Client to apply such reduced withholding tax rate. The Client shall ensure the accuracy of any such information. In case of any claim raised by tax authorities of a foreign country under the jurisdiction of which the relevant securities fall, or by the foreign issuer, the Depository may retain from the amounts due to the Client any additional tax assessments, interest, and penalties charged to the Depository by the tax authorities of such foreign jurisdiction.
     10. The Depository shall be deemed to have fulfilled its obligation to remit distributions on securities to a Client as soon as the Depository’s account is debited with the relevant amount due to the Client.
     11. Each time when the Depository remits any distributions on securities to a Client, the Client shall be provided with a distribution payment notice (Form GSRUB for payments in Russian rubles, or Form GSCUR for payments in a foreign currency).
     12. The Depository shall not provide services for receipt and remittance of distributions on securities through the Depository, if such distributions on securities are remitted by the issuer/paying agent directly to the relevant securities owners or trustees. In this case, a list of securities owners provided by the Client must not include securities owners’ consent to receive distributions on such securities through the Depository.
     13. A Client may refuse to receive any distributions on securities, or any other amounts due to securities owners, through the Depository (unless the Russian Federation laws, or the decision on the issuance of such securities, or the offering prospectus, or the provisions of any applicable foreign law, or the Foreign depository’s depository rules, or any other document governing the issuance of, or dealings with, such securities stipulate that such distributions are to be paid to a Depository’s bank account), by giving notice to that effect to the Depository (Form GF086). To cancel such notice, the Client shall give a document cancellation notice (Form GF087).
     14. In the event of any claims made by Russian or foreign tax authorities, or by a foreign issuer, or by a foreign organization with which the Depository acting on behalf of third parties holds an account designated to record rights to securities, the Client shall be obliged to reimburse the Depository for any and all costs and expenses, including those incurred in connection with the disclosure of summarized tax information, including, without limitation, any additionally assessed taxes, fines or penalties, costs of agents’, auditors’, or accountants’ services, and costs and expenses incurred in connection with investigations and preparation and provision of documents or information relating to claims raised against any summarized information disclosed.
     15. Where with respect to any securities held in an account designated to record rights to securities and opened in a foreign depository in the name of the Depository acting on behalf of third parties any income was paid, less the applicable taxes, fees payable for the payment of income on the Client’s securities, and subject to any tax benefits, the Depository may also transfer to the Client the income due to the Client on the securities, less the aforementioned amounts withheld by the foreign depository from the income on the securities when paying out such income. Where such amounts are withheld by the foreign depository after the payment of income on the securities, the Client shall be obliged to reimburse the Depository for such amounts withheld and collected from the Depository.
     16. Where any funds are received to a Depository’s account with a bank or with a foreign depository for the benefit of a Client, and where such correspondent bank or such foreign depository imposes restrictions on the use of such funds received to such Depository’s account due to any reason beyond control of the Depository, the Depository may restrict the Client from debiting the amount equivalent to such restricted amount from the Client’s bank account with the Depository, or not to remit such funds to the Client if the Client had registered a bank account held with another bank (credit organization) for the payment of income on securities.
  2. **Specific Terms and Conditions Applicable to the Payment of Cash Dividends on Shares or Cash Income or Other Cash Distributions on Bonds**

38.2.1. The Depository shall transfer cash dividends on shares or in-kind income and other cash distributions on bonds issued by Russian organizations, which were issued (assigned a state registration number), assigned an identification number, or registered after 1 January 2012, or on government or municipal bonds ("distributions on securities"), by way of wire transfer of the money received by the Depository from the issuer or the registrar to the bank accounts the details of which are registered upon Clients' Instructions for the purpose of paying income in accordance with these Terms & Conditions, to Clients being nominee holders or authorized holders, acting as professional securities market participants, no later than the next business day after the date of receipt of such distributions on securities, or, in the event of transfer of distributions on bonds which were not paid by the issuer in due time or paid by the issuer improperly, within three business days after the date of receipt of such distributions by the Depository. Distributions on securities which are due to other Clients shall be transferred within seven business days following their receipt by the Depository.

38.2.2. Distributions on securities shall be transferred by the Depository to persons being Depository’s Clients at the close of business on the date on which the persons entitled to receive the distributions on securities are identified, and which is stipulated by the laws of the Russian Federation, where the issuer has duly performed its obligations on the securities, or where the issuer has failed to perform or performed improperly its obligations to pay distributions on securities.

38.2.3. The Depository shall remit distributions on securities to its Clients in proportion to the number of securities held in their respective securities accounts as at the end of operational day in accordance with the Russian legislation.

* 1. The Depository shall disclose the following information on bonds with respect to which the Depository is responsible for their mandatory centralized safekeeping or centralized record keeping of rights to securities, in the manner, within the time limits, and to the extent prescribed by Bank of Russia’s regulations:
* information on the receipt by the Depository of any distributions on bonds to be remitted by the Depository;
* information on the remittance by the Depository of such distributions on bonds to Clients being nominees or authorized holders, acting as professional securities market participants, and information on the amount of distributions per bond; and
* on the receipt by the Depository of cash funds in favour of the bondholders in connection with settlements with creditors in bankruptcy proceedings.

The Depository shall disclose information regarding any distributions on securities both in the real-time data feed of a news agency and on the Depository’s official web site intended to disclose information relating to the exercise of the rights attached to securities, in the manner, within the time limits, and to the extent required by the Russian Federation laws. The Depository shall also send information to its Clients by using any methods provided for by the applicable electronic data interchange agreements.

38.4. In case of Clients with respect to which the Depository, in accordance with the Russian Federation laws, is required to act as a withholding agent, the Depository shall remit funds to such Clients less the applicable taxes withheld. In accordance with the Russian Tax Code, when paying distributions on securities taxes shall be assessed and withheld on the basis of tax exemption documents disclosed by Clients or on the basis of summarized information disclosed by foreign nominees. The terms and conditions in accordance with which the Depository shall act as a withholding agent and which determine tax rates applicable by the Depository, as well as the procedure for disclosure by a Client of the said documents or summarized information shall be set out in an appendix to the Agreement entered into with such Client.

38.5. Unless otherwise provided for by the Agreement, the Depository may use the bank account details registered for the purposes of income payment on securities to remit income on securities to the Client, after deducting any amounts withheld / to be withheld by the relevant foreign depository from the Depository’s account in the cases provided for by the foreign depository’s regulations and/or by the rules of applicable foreign law, where such amounts are withheld in connection with the settlement by the foreign depository of the Client’s transactions.

Any amounts credited by the foreign depository to the Depository’s account shall, where those amounts relate to the settlement by the foreign depository of the Client’s transactions, be remitted by the Depository to the bank account the details of which have been notified by the Client for registration for the purposes of income payment on securities, unless otherwise provided for by the Agreement.

## Article 39. The Procedure for Providing Clients with Information on Securities as Received by the Depository from an Issuer (or a Party Liable on Securities), a Securities Owners Register Keeper, Another Depository with Which the Depository Holds a Nominee Securities Account, or a Foreign Depository with Which the Depository Holds an Account as a Party Acting on Behalf of Third Parties

* 1. Information on securities, as received by the Depository from an issuer (or a party liable on securities), a securities owners register keeper, another depository with which the Depository holds a nominee securities account, or a foreign depository with which the Depository holds an account as a party acting on behalf of third parties, shall be provided by posting the same on the Depository’s official web site intended to disclose information relating to the exercise of the rights attached to securities.
  2. The Depository shall provide information on corporate actions no later than the day next to the date when such information or materials are received from the issuer (or the entity liable on the securities, register keeper, other depository, or foreign depository), by posting the same on the Depository’s official web site intended to disclose information relating to the exercise of the rights attached to securities and/or by giving notice of the corporate action to the Clients with non-zero balances of securities in their respective securities accounts, which are covered by the corporate action, as at the record date (or as at the date of the notice of the corporate action).
  3. Any such notice shall be deemed given on the date when the relevant information is posted on the Depository’s official web site intended to disclose information relating to the exercise of the rights attached to securities or the date when the information is sent to the Client (unless information on the corporate action with respect to foreign securities is posted on the Depository's web site).
  4. The Depository shall ensure that such information and materials are posted on the Depository’s web site in a timely fashion. The Depository may extend the time for giving notice of a corporate action if the Depository needs to request clarifications regarding information received by the Depository on the corporate action, or if the Depository is not able to receive information on the corporate action and documents from the Foreign Depository due to any reason beyond control of the Depository.
  5. Clients shall be solely responsible for monitoring the relevant messages posted on the Depository’s official web site intended to disclose information relating to the exercise of the rights attached to securities and for delivering (if necessary) the relevant notices, materials, and information to their respective customers. Clients shall be solely responsible for receiving such notices, materials, and information (and for delivering (if necessary) the same to their respective customers). Where a Client is not capable to monitor and receive information posted on the Depository’s official web site intended to disclose information relating to the exercise of the rights attached to securities, the Client shall give notice to the Depository using any method available to the Client, have such notice registered by the Depository, and receive the necessary information in any other manner, such as by mail, fax, e-mail, or via any special communication channel. The cost of delivery of such information by mail or via any special communication channel shall be paid by the Client. Information regarding corporate actions or events shall also be published in a corporate newsletter emailed to the Clients who subscribed thereto.
  6. Not later than a business day following the day of receipt of information on the Corporate action from the issuer (register keeper, another depository, Foreign depository), a notice of the Corporate action and materials in the form of the electronic document shall be sent to Clients whose securities accounts with the Depository have a non-zero balance of securities on which the Corporate action is processed as of the record date, unless a different procedure for sending materials is provided herein. If materials which are to be sent to Clients who have non-zero securities balances in their Securities accounts as of the registration date in accordance with the Russian Federation laws were received by the Depository simultaneously with information on the Corporate Action, these materials shall be sent no later than on a business day next to the registration date to the Clients who have non-zero balances of securities on which the Corporate Action is processed in their Securities accounts as of the registration date. The formats of electronic documents and information interactions channels shall be established by the electronic document interchange agreement. The Depository may provide the materials received by providing a hyperlink in the notice of the corporate action through which the Clients may get access to the materials.
  7. The Depository shall not be liable for failure to give notice to a Client of an issuer’s forthcoming corporate action, if the issuer (issuer’s authorized agent, registrar, or another depository with which the Depository holds a nominee securities account) has not provided the relevant information to the Depository.
  8. If information on the Corporate Action and materials were received by the Depository from a Foreign depository in a foreign language, information on the Corporate Action and materials may be posted by the Depository on the website and sent to Clients also in the foreign language.

## Section 4. RULES FOR ACCEPTANCE BY THE DEPOSITORY OF AN ISSUE (ADDITIONAL ISSUE) OF SECURITIES FOR SERVICING AND TERMINATION OF SUCH SERVICES

## Article 40. General Provisions

* 1. The rules for acceptance by the Depository of an issue (additional issue) of securities for servicing and termination of such services (the “Rules”) shall apply to any securities covered by depository operations in accordance with Clause 3.3 of these Terms & Conditions.
  2. The procedure for record keeping of securities accepted by the Depository for servicing shall be set forth by the Depository’s Rules of Depository Transactions Record Keeping. The Depository shall keep records of securities on a non-confidential basis, in accordance with which a Client can give instructions to the Depository exclusively with respect to a certain number of securities recorded in a securities account, without specifying individual parameters of paper-based security or identification parameters of paperless security, or parameters of their affiliation to the group.
  3. The Depository shall maintain and keep updated a List of Securities in electronic format. The said List of Securities shall be publicly posted on the Depository’s official web site intended to disclose information relating to the exercise of the rights attached to securities, and shall include, inter alia, information regarding the depository codes assigned by the Depository to securities (issues (additional issues) of securities). Information regarding securities issued by a foreign issuer, being recorded in an account held by the Depository (as a party acting on behalf of third parties) with a foreign depository, and having a status of an “unpublished security” or “confidential information” assigned by such foreign depository, shall only be posted on the Depository’s web site upon cancellation of such status by the foreign depository.
  4. Information regarding securities accepted for servicing or information regarding issuers’ corporate actions related to any issue (additional issue) of securities included on the List of Securities shall be disclosed by the Depository in accordance with these Terms & Conditions.
  5. Securities that, in accordance with the CSD Law, must be recorded in CSD’s nominee accounts held with a register keeper acting on the basis of the relevant license (including with a specialized depository and issuer of Russian depositary receipts) shall be accepted by the Depository for servicing, provided that information and documents are interchanged with such persons in electronic format in accordance with the Depository’s EDI Rules, and further provided that such persons comply with the matching process requirements set forth by these Terms & Conditions.

## Article 41. Acceptance of an Issue (Additional Issue) of Securities (or Acceptance of Securities) for Servicing

* 1. The Depository shall accept for servicing any issues (additional issues) of equity or debt securities issued by Russian or foreign issuers and registered in accordance with the requirements set forth by the Russian Federation laws and regulations of the Bank of Russia, and meeting the requirements set forth by the Rules.

The Depository shall also accept for servicing investment units of mutual investment funds and mortgage participation certificates the form and the issuance procedure of which comply with the Russian Federation laws and which meet the requirements set forth by the Terms & Conditions, general collateral certificates which, pursuant to the Russian Federation laws, may be recorded in Securities accounts. The Depository shall also accept for servicing any securities issued by foreign issuers and meeting the requirements set forth by the Bank of Russia. All types of securities mentioned above are hereinafter referred to as “securities”.

* 1. The Depository shall accept securities for servicing on the basis of documents held on file with the Depository and/or submitted to the Depository by the party applying to the Depository for acceptance of such securities for servicing.

The said application may be filed by:

* the Depository;
* a Depository’s Client;
* the issuer (or a party liable on securities) of an issue (additional issue) of equity or debt securities or an authorized representative of the issuer;
* the keeper of a register of securities owners;
* an asset management company;
* exchange or a clearing house for which the Depository acts as a settlement depository (collectively, an “exchange”); or
* another securities market participant

The Depository shall accept securities for servicing upon a written application (in any form whatsoever) filed by any of the above legal entities with the Depository.

Securities may also be accepted for servicing upon being credited to the Depository's Account as a result of a corporate action.

* 1. Securities shall be accepted for servicing upon review by the Depository of the following documents held on file with the Depository and/or submitted by an applicant and containing information sufficient to identify the securities issue (additional issue), the issuer and the register keeper (if applicable), and to fill in a securities issue details form (or a security details form) and a legal entity’s details form for the issuer and a legal entity’s details form for another depository or Foreign Depository. Such documents may include:
* a copy of the registered decision on the issuance (additional issuance) of securities and/or a copy of the offering prospectus (if its registration is required), or a copy of any other document required for the purposes of registration of such type of securities;
* a copy of a securities issuance (additional issuance) report (if such report is registered), or a copy of a notice of the results of the issuance (additional issuance) of securities;
* a Bank of Russia’s or Russian Ministry of Finance’ notice (letter, instruction) describing the securities issue, a copy of the decision on the issuance of the securities issue, or any other document describing the issue of securities and the rights of securities holders;
* a register keeper’s / another depository’s (Foreign Depository’s) statement (notice, report) confirming that the relevant securities have been credited to the Depository’s Account;
* a copy (including in electronic format) of the offering prospectus or any other issue-related documents for foreign securities;
* copies (including in electronic format) of a foreign issuer’s statutory financial statements and any other official documents containing the issuer’s details, if the laws of the jurisdiction of its incorporation or the laws of the jurisdiction in which the securities are issued do not require to issue an offering prospectus for such securities;
* a security details form (information regarding a security) (including in electronic format) received from a foreign depository with which the Depository’s Account is held.

For the purposes of accepting securities for servicing, the Depository may use information available in data resources used for disclosure of information on issuers and securities issues, as well as information provided by other depositories, Foreign Depositories, international clearing organizations, international or Russian news agencies or financial institutions, details from the Unified State Register of Legal Entities, and the Bank of Russia's web site.

Based on the information (either available or additionally submitted) regarding securities, their issuer and register keeper/another depository or Foreign Depository, the Depository shall make a decision on whether to accept such securities for servicing.

* 1. Clearing participation certificates issued by a clearing house that has established an asset pool shall be accepted for servicing upon submission by the clearing house to the Depository of a document certifying the right of the clearing participation certificate owners to claim from the clearing house the payment of the nominal value of the clearing participation certificates upon the occurrence of any triggering event specified in the said document, such document to be subject to mandatory centralized safekeeping with the Depository.
  2. Upon acceptance of securities for servicing, a securities issue details form (a security details form) shall be completed with the details sufficient to arrange the record keeping of the relevant securities.

An issue (additional issue) of equity or debt securities (securities) shall be deemed to have been accepted for servicing on the date when the relevant securities issue details form (a security details form) is completed, and the issue (additional issue) of securities (the security) is included on the List of Securities.

* 1. **The Depository shall reject acceptance of securities for servicing if:**
* there was no registration of the issue (additional issue) of securities (unless, in accordance with the Russian Federation laws, no such registration is required for the offering of a securities issue); or
* the maturity of the securities has expired, or a notice has been received from the registration authority according to which the offering of the issue (additional issue) of securities and transactions therewith are suspended; or
* it is impossible to verify the authenticity of security certificates (for issues (additional issues) of certificated securities); or
* no management rules for the relevant mutual investment fund or mortgage pool have been registered; or
* in any other cases provided for by the Depository.

The Depository may reject acceptance of securities for servicing without explaining the reason for such rejection.

## Article 42. Termination of Services with Respect to an Issue (Additional Issue) of Securities (with Respect to Securities)

The Depository may terminate its services with respect to an issue (additional issue) of equity or debt securities (with respect to securities) in case of:

* redemption of securities; or
* a decision made by the registration authority, in accordance with which the issuance (additional issuance) of equity or debt securities is declared not to have taken place, or the issue (additional issue) is cancelled; or
* the final court decision in accordance with which the issue (additional issue) of equity or debt securities is held invalid; or
* liquidation or reorganization of the issuer; or
* changes in the terms and conditions of dealings with the issue of securities, as a result of which it is impossible to continue providing services with respect to securities of such issue; or
* at the discretion of the Depository.

## Section 5. MATCHING PROCESS AND RESOLUTION OF DISCREPANCIES BETWEEN THE NUMBER OF SECURITIES

## Article 43. Matching of Securities’ Details as Recorded by the Depository and a Client

* 1. The Depository and the Client shall perform the matching of securities’ details in the manner provided for by this Section.
  2. Upon receipt of a Depository’s report, the Client shall match the securities’ details contained in such report (type, number, and code of securities) and the Client’s own records (including records related to the relevant owner securities accounts maintained by the Client) no later than the next business day of the receipt of such report.
  3. Where any discrepancies are discovered, the Client shall give notice to the Depository no later than the next business day. In this case, the details provided by the Depository to the Client shall be deemed valid, unless the Depository made any error when executing a depository transaction.
  4. Where an erroneous transaction is discovered as a result of which the Client’s securities account was debited or credited with any securities through the fault of the Depository, the Client agrees that the Depository may make correction entries in the relevant securities account, and in this case the Depository shall provide the Client with a report/statement related to the Client’s securities account.

Client’s claims against the Depository may not constitute the ground for acknowledging that the debiting or crediting transaction is erroneous if such transaction was executed by the Depository on the basis of a duly issued instruction containing errors made by the Client.

* 1. Where an erroneous transaction is discovered as a result of which the Client’s securities account was debited or credited with any securities through the fault of the Depository, the Depository may be held liable in accordance with the Agreement, provided that making correction entries is impossible.
  2. The matching process with respect to securities recorded in a Client’s nominee securities accounts shall be performed by the Client in the manner provided for by the Russian Federation laws each business day, by reference to the details contained in reports/statements regarding the balances of securities of each issue as at the end of operational day on each business day, as issued upon Client’s information requests.

## Article 44. Matching of Details Recorded in a CSD’s Nominee Account

* 1. Each time when making a transaction with securities in a CSD’s nominee account, and if no such transaction was made during the day, the Depository and the register keeper shall match the records regarding the number of securities in the CSD’s nominee account and the Depository’s records (hereinafter referred to as the matching of records). When no transactions were made, the matching of records shall be held at least once a day on business days (established by the Russian Federation law) from 7.30 am to 8 pm Moscow time. If a transaction was made on the basis of the Depository’s instruction, the matching of records shall be made from 7.30 am to 8 pm Moscow time. The matching of records shall be held within one hour since the moment of receipt of the respective request from the registrar maintaining the securities owner register with which the Depository holds the CSD’s nominee account. In the course of the matching process, the Depository shall verify whether the number of securities in all securities accounts maintained by the Depository matches the number of securities in the CSD’s nominee account with the register as of the moment of the daily matching. The matching shall be performed in the manner provided for by the applicable regulations issued by the Bank of Russia.
  2. Each time when making an operation with securities in a CSD’s nominee account connected with Corporate actions, the Depository and the register keeper shall match the records with data of the Depository’s depository accounting data on business days (established by the Russian Federation laws) from 7.30 am to 6 pm Moscow time within one hour from the moment of receipt of the respective request from the registrar and other information required for the Corporate action processing.
  3. Where the matching process reveals any discrepancies in data, entries in the CSD’s nominee account (including correction entries) shall only be made by the register keeper with the Depository’s consent.
  4. Transaction entries made in the CSD’s nominee account with the register without performing the matching process and/or in case of any discrepancies discovered shall be invalid and shall not entail any legal consequences; the same rule applies to all subsequent entries made in the register. In this case, the persons whose accounts or securities accounts have been credited with any securities as a result of such transaction entries may not be treated as bona fide transferees and may not be included in the list of persons entitled to exercise the rights attached to such securities.
  5. Where the discrepancies in the CSD’s nominee account discovered in the course of the matching process have not been resolved, the results of the previous matching shall be deemed correct.
  6. Where any discrepancies in the CSD’s nominee account cannot be resolved, the Depository shall give notice of such discrepancies to the Bank of Russia.
  7. The keeper of the register with which the Depository holds the CSD’s nominee account and the Depository may be held liable in accordance with the Russian Federation laws for any violations, including those resulting from any errors caused by technical failures.
  8. Where it is impossible to match the records regarding the number of securities in the CSD’s nominee account and the Depository’s data records in a normal way (by means of exchange of electronic documents) due to any reason beyond control of the Depository, the Depositary will be entitled to use other ways of carrying out of matching of the records including an exchange of facsimile messages, exchange of paper documents.

## Article 45. Matching of Details Recorded in Depository’s Nominee Accounts (Nominee Securities Accounts) and Accounts with a Foreign Depository

The Depository and the relevant register keepers (other depositories with which the Depository opened nominee securities accounts, or Foreign depositories) shall perform the matching process to verify whether the number of securities recorded by the Depository in the securities accounts intended to record rights to securities, the unidentified party account, and other accounts match the number of the same securities recorded in the nominee accounts (nominee securities accounts) held by the Depository with the registers of securities owners (other depositories) and in the accounts held by the Depository as a party acting on behalf of third parties with a foreign depository that records rights to securities. Such matching process shall be performed each business day from 7.30 am to 8 pm on the basis of latest statements, notices, reports on operations conducted, and other documents received from the relevant registers of securities owners, other depositories or Foreign depositories, and containing information on the number of securities in the Depository’s accounts (securities accounts). The matching shall be held as soon as the Depository receives the documents.

## Article 46. Resolution of Discrepancies between the Number of Securities

* 1. Where any discrepancies are discovered, the Depository shall, no later than the business day next to the day when such violation was discovered, give notice thereof to the Bank of Russia and remedy such violation in the manner provided for by these Terms & Conditions and subject to the requirements set forth by the Securities Market Law.
  2. Where the number of securities recorded by the Depository in the securities accounts intended to record rights to securities and in the unidentified party account exceeds the number of the same securities recorded in the nominee accounts (nominee securities accounts) held by the Depository and in the accounts held by the Depository as a party acting on behalf of third parties with the foreign organization that records rights to securities, the Depository shall take the following steps related to debiting the relevant securities:
* take necessary steps to identify the Clients whose securities accounts are to be debited with securities and, where such Clients are identified, debit the relevant securities from their securities accounts on the basis of an Internal Instruction, without Clients' Instructions. Clients whose securities accounts are to be debited with securities shall be identified by taking account of the following circumstances: identification of the Depository's Account in which the securities were held for which the has been discovered, and if this is the Depository's Account in which the securities of the particular Client were held, the securities shall be debited from that Client's securities account; use/receipt by the Depository of information provided by the place of safekeeping and concerning the particular Client's actions or inactions resulting in the between the quantities of securities; availability to the Depository of any other information concerning the particular Client's actions or inactions resulting in the mismatch between the quantities of securities. Debiting of securities from trading securities accounts and clearing securities accounts shall be made with the consent of the relevant clearing house;
* where such Clients are not identified, and provided that the necessary quantity of securities is available in the unidentified party account, debit the relevant securities from the unidentified party account on the basis of an Internal Instruction, within one business day following the date when the relevant excess was discovered;
* where such Clients are not identified, and the necessary quantity of securities is not available in the unidentified party account, or their quantity is not sufficient to resolve the discrepancy, debit the missing quantity of securities on the basis of an Internal Instruction, without Clients' Instructions, first from the unidentified party account (provided that there are securities in that account for which the excess has been discovered), and then the balance resulting from the debiting of those securities from the unidentified party account shall be debited from the Clients' securities accounts in proportion to the quantity of securities held in each such securities account, within one business day following the date when the relevant excess was discovered. For the purpose of complying with the Russian Federation laws, including to avoid any violation of any pledge over securities or any restrictions imposed on securities dealings, to fulfil (terminate) liabilities upon clearing, the Depository may decide not to debit securities, or decide to debit a lesser quantity of securities, from the particular securities accounts. Debiting of securities from trading securities accounts and clearing securities accounts shall be made with the consent of the relevant clearing house;
  1. The Depository shall take further steps to identify Clients whose securities accounts were to be debited with securities for which the relevant discrepancy was discovered. As soon as such Clients are identified, the Depository shall resolve the discrepancy by debiting the relevant securities from the securities accounts of those Clients and crediting those securities to the securities accounts of those Clients whose activities have not resulted in discrepancies, and/or to the unidentified party account from which the relevant securities (for which the discrepancy was discovered) were debited earlier. Debiting of securities from trading securities accounts and clearing securities accounts shall be made with the consent of the relevant clearing house;
  2. Where the Depository was not able to resolve the debiting of securities in the manner described in paragraph 46.3 of these Terms & Conditions, the Depository shall, at its own discretion, either cause the crediting of the same quantity of securities to the Clients' securities accounts and/or to the unidentified party account from which the relevant securities were debited earlier, or compensate the relevant Clients for resulting losses. The amount of losses shall be determined based on the market value of the debited securities as at the date of debiting, in accordance with the securities market valuation procedure provided for by the Agreement. The amount of losses so determined shall be paid to the Clients to their bank accounts within thirty business days following the taking of the relevant decision. Crediting of securities is performed subject to requirements set forth by the Bank of Russia's regulations within one year and a half from the date of debiting of securities.
  3. Where the discrepancies mentioned in paragraph 46.2 of these Terms & Conditions occurred through the fault of a register keeper, another depository or a foreign depository, the Depository shall have the right of recourse against such register keeper, another depository or a foreign depository, in accordance with which the Depository may claim the full amount of damages (including related expenses) paid by the Depository.
  4. The Depository shall be released from obligations provided for by paragraph 46.4 above, provided that securities were debited as a result of any action by another depository (a foreign organization), if the Depository became a client of such other depository (or such foreign organization) in accordance with the Client’s written instruction.

# Section 6. DEPOSITORY’S FEES

## Article 47. Fees for Depository’s Services

Services provided under this Agreement shall be paid for in accordance with the Depository’s Fee Schedule being an appendix to the Agreement.

After the effective date of the Agreement, the Fee Schedule may be changed in the cases and subject to the terms and conditions provided for by the Agreement.

The Fee Schedule shall be approved in accordance with the procedure determined by the Depository.

The Fee Schedule shall be given effect in accordance with the procedure determined by the Depository.

The Fee Schedule shall apply to the Depository’s services referred to in Section 3 of these Terms & Conditions.

The procedure for payment for any services provided by the Depository to Clients in accordance with Article 7 of the Securities Market Law shall be set out in the Agreement (Section 4).

Where a Client has failed to pay for Depository’s services or to reimburse the Depository for any costs and expenses within 30 calendar days after the due date, the Depository may directly debit the overdue amount from a Client’s bank account with the Depository without Client’s further instructions, in the manner provided for by the Agreement and the bank account agreement.

**Section 7. EMERGENCIES**

## Article 48. Treatment of a Situation as an Emergency

* 1. An emergency may include any situation or event that prevents the Depository from providing depository services to Clients and/or performing its obligations to Clients, including:
* events that cause and/or set the scene for a failure of equipment operated by the Depository and/or that directly prevent the normal operation of such equipment (including force majeure events, as well as failures or malfunctions of telecommunication, power supply, or other vital systems, or any other events);
* military operations, acts of terrorism, subversion or sabotage, mass unrest, strikes, political regime change, or other political woes, either in the Russian Federation or in any other countries;
* decisions made by state authorities, agencies, instrumentalities, or organizations of the Russian Federation and/or any other countries;
* fires or other accidents, destructions, or significant damage affecting any premises occupied by the Depository; and
* any other event that poses or may pose a threat to life or health of Depository’s employees and/or Clients’ employees.
  1. A situation may be treated by the Depository as an emergency at the Depository’s discretion.
  2. Where the Depository decides to treat a situation as an emergency, the Depository shall:
* report the emergency and the measures being taken by the Depository in connection therewith to the Bank of Russia and Clients by using any means available to the Depository in the circumstances; and
* upon approval by the Bank of Russia (provided that the obtainment of such approval was possible in the circumstances), suspend depository services to Clients.

## Article 49. Response to an Emergency

* 1. To respond to an emergency, the Depository may decide to:
* change the method, procedure, or dates of provision of depository services to Clients (upon approval by the Bank of Russia); and
* take any other steps to deal with the emergency.
  1. When making decisions for the purpose of responding to an emergency, the Depository may:
* set forth time limits for, and a method of, complying with Depository’s decisions by Clients and the Depository; and
* stipulate conditions for Depository’s decisions to take effect.
  1. Any measures taken by the Depository to respond to an emergency shall be reported to Clients no later than the date when such measures are taken, by any means of communications available to the Depository.
  2. Until the end of an emergency, the Depository and Clients shall follow procedures stipulated by Depository’s decisions upon approval by the Bank of Russia.
  3. A decision stating that an emergency has come to an end shall be made by the Depository and communicated to Clients.
  4. The Depository shall not be liable for failure to perform or improper performance of its obligations under the Agreement, provided that such failure or improper performance is caused by an emergency.

1. Foreign Accounts Tax Compliance Act [↑](#footnote-ref-1)