

**A P P R O V E D**

**by the Resolution of the Management Board  
of CB “J.P. Morgan Bank International” (LLC)  
(Minutes w/o no. dated December 28, 2022)**

**Custody  
REGULATIONS  
(Client Rules)  
of  
Commercial Bank “J.P. Morgan Bank International”  
(Limited Liability Company)**

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These Custody Regulations (Client Rules) (the “Regulations”) reflect the information on:

- transactions performed by the Custodian (as defined below)
- the procedure for actions of the Depositors (as defined below) and the Custodian’s personnel while performing these transactions
- the grounds for performing custody transactions
- the timing of custody transactions
- sample documents to be filled in by the Depositors
- sample documents received by the Depositors
- the procedure for accepting documents that are filled in by the Depositors and the requirements for their registration
- the procedure and terms for providing their account statements, reports on executed transactions to the Depositors
- payment for the Custodian’s services
- the procedure for accepting securities for servicing and termination of servicing by the Custodian
- the procedure for recording rights to securities
- the procedure for the provision of custody services to assist in the exercise of the rights vested by securities.

The Custodian shall notify the Depositor of combining the following types of professional activities in the securities market in accordance with the licenses of a professional participant in the securities market issued to Commercial Bank “J.P. Morgan Bank International” (Limited Liability Company):

License of a professional participant in the securities market to pursue custody activities, issued by the Federal Service for Financial Markets on December 4, 2000, No. 177-03177-000100

License of a professional participant in the securities market for brokerage activities, issued by the Federal Service for Financial Markets on November 27, 2000, No. 177-02962-100000

License of a professional participant in the securities market to pursue dealer activities, issued by the Federal Service for Financial Markets on November 27, 2000. No. 177-03066-010000.

These Regulations are public and are made available to any interested party upon request. The provision of the Custody Regulations (Client Rules) does not imply the Custodian’s consent to provide custody services.

The Regulations are an integral part of the custody and inter-depository agreements with the Depositor. The Regulations and appendices hereto may be amended by the Custodian on a unilateral basis. The Custodian undertakes to notify the Depositors of any and all amendments made to the Regulations Ten (10) business days before such amendments come into effect and to disclose any changes on its website in accordance with applicable laws.

General notifications and notices regarding amendments made to custody and inter-depository agreements, the Custody Regulations (Client Rules) and appendices hereto, clarifications on filling out instruction forms, etc. shall be e-mailed to the Depositor and/or sent to them using any other additionally agreed secure means of electronic communication.

The notification date shall be deemed to be the date on which the message was sent by e-mail or by any other additionally agreed secure means of electronic communication. If amendments to the Regulations are due to any changes in the regulatory legal acts governing the procedure for custody activities and/or circulation of securities by the federal executive regulator for the securities market, the Central Bank of the Russian Federation, the Ministry of Finance of the Russian Federation, and other executive and legislative bodies of the Russian Federation, then such amendments shall take effect from the moment the relevant regulatory legal acts come into force.

## 1. Terms and Definitions

In these Regulations, the terms and definitions are used throughout the text with lowercase letters, unless these Regulations specify that the term or definition should be capitalized in the text.

**Bank** means Commercial Bank “J.P. Morgan Bank International” (Limited Liability Company). For the avoidance of doubt, the capitalized “Bank” is used to designate CB “J.P. Morgan Bank International” (LLC).

**Holder** means a person indicated in the accounting records (records on the personal account or depo account) as the owner of the book-entry securities or the person to whom the certificated securities belong by right of ownership or other proprietary right.

**Custodian** means a legal entity pursuing custody activities by virtue of a relevant license, or a separate structural subdivision, with custody activities being their sole line of activity, of such a legal entity that combines custody activities with other types of professional activities in the securities market. For the avoidance of doubt, the capitalized “Custodian” is used to designate the Bank’s Custody, while the lower-case “depository” is used to designate any other depositories, including the Central Securities Depository.

**Custodian-depositor** means a depository using custody services of a depository based on an inter-depository agreement.

**Place of Safekeeping Depository** means a depository where the nominee holder depo account is opened for the Custodian-depositor .

**Custody Agreement** means an agreement to provide custody services to the Depositor, except for the Custodian-depositor .

**Custody Transactions** mean a series of actions carried out by the depository with accounting records and other custody accounting materials.

**Custody Services** mean a depository’s services for accounting and transfer of rights to book-entry securities and locked-up certificated securities, as well as for the safekeeping of locked-up certificated securities, subject to the provision of services for accounting and transfer of rights to them, as well as other services that the depository is entitled to provide by virtue of the depository’s license as described in these Regulations.

**Depositor** means a legal entity using custody services subject to a depo account agreement concluded with a depository in the framework of the latter's custody activities, including a depositor depository. For the avoidance of doubt, the capitalized “Depositor” is used to designate the depositor that has concluded a Depo Account Agreement, while the lower-case “depositor” is used to designate any other depositors.

**Depo Account Agreement** means a custody agreement or an inter-depository agreement. For the avoidance of doubt, the capitalized “Depo Account Agreement” is used to designate the Custody Agreement or the Inter-Depository Agreement, according to which the Custodian is the party providing custody services.

**Legislation** means federal constitutional laws, federal laws, and other regulatory legal acts of the Russian Federation, including acts of the Central Bank of the Russian Federation.

Depositor’s request means any written communication from the Depositor to the Custodian with the purpose to obtain information relevant to the Depositor.

**Custody Transaction Initiator** means a person who has signed an instruction to have a custody transaction executed or has submitted a request to have a custody transaction executed in a manner otherwise agreed with the Custodian. The Custody Transaction Initiator may be the Depositor, the Depositor's authorized representative, the issuer, the registrar, the Place of Safekeeping Depository, the Central Securities Depository, public authorities or persons authorized by them, as well as the Custodian's administration.

**Foreign Securities** mean foreign financial instruments admitted to trading in the Russian Federation as securities of foreign issuers that meet the requirements of Article 51.1, clause 1 of the Federal Law “On the Securities Market.”

**Qualified Investor** means a person recognized as a qualified investor under the Legislation.

**Person Exercising Rights to Securities** means a holder of securities and any other person who exercises rights to the securities on their own behalf in accordance with the federal laws or their personal law.

**Face-account** means a minimum indivisible structural unit of custody accounting, which is a set of records designed to account for securities of one issue and one type in the same Depo Account that have the same set of permissible custody transactions.

**Inter-Depository Agreement** means an agreement for the Place of Safekeeping Depository to provide custody services to the Custodian-depositor.

**Place of Safekeeping** means a depository’s repository, an external repository, a depository, or registrar holding securities certificates (resolution to issue securities) certifying the securities rights to which are accounted for by the Custodian.

**Nominee Holder** means a depository that keeps records of the rights to securities, owned by other persons, on their personal account (depo account).

**Communication (complaint)** means a request submitted by the Financial services recipient (as it is defined by the Basic standard on protection of rights and interests of individuals and legal entities that are recipients of financial services) to the Custodian to restore or protect rights or interests of the Financial services recipient containing information about possible violation by the Custodian of the requirements of the Russian legislation on the securities market, basic and internal standards of a self-regulatory organization, constituent and internal documents of the Custodian related to professional activities on the securities market,

**AML/CFT/FPWMD** means anti-money laundering and combating the financing of terrorism and financial of proliferation of weapons of mass destruction

**Instruction** means a document describing one or more related custody transactions to the depository.

**Underlying Securities** mean equities of a Russian issuer, where placement and/or organization of trading outside the Russian Federation is performed by placing securities of foreign issuers certifying rights in respect of Russian issuers’ equities in accordance with foreign law.

**Business Day** means the Custodian’s office hours as determined in clause [2.4](#) hereof.

**Subaccount** means an accounting record, which is a combination of Face- accounts, with the transactions on them regulated by the same document or a series of related documents.

**Regulator** means a federal executive body, the Central Bank of the Russian Federation.

**Registrar** means a professional participant in the securities market who carries out activities to maintain a register of registered securities holders as their exclusive line of business subject to an agreement with the issuer and who has a license to pursue this type of activity, or an issuer who independently maintains a register of registered securities holders in accordance with the law.

**Resolution to issue securities** means a document issued by the issuer registered in accordance with the Legislation, defining the terms and conditions of securities issue and trading and containing sufficient details to establish the scope of rights vested by the security.

**Depo Account** means an accounting record, which is a set of records combined by a common criterion and designed to accounting for rights to securities.

**Place of Safekeeping Account** means an account intended to account for the Depositors’ securities held and/or recorded on the nominee holder’s depo account in the Place of Safekeeping Depository or recorded with the Registrar in the personal account of the depository as a nominee holder.

**Regulations** mean these Custody Regulations (Client Rules) being an integral part of each Depo Account Agreement. For the avoidance of doubt, the capitalized “Regulations” is used to designate these Regulations.

**Central Securities Depository** means a depository granted the central depository status in accordance with the Legislation.

## 2. General Provisions

### 2.1. Custody Activities Object

The object of the Custodian’s Custody Activity shall be:

- Securities issued by residents of the Russian Federation.
- Foreign securities, if this does not contradict the requirements of the Legislation, as well as equity securities of Russian issuers with placement and/or organization of trading outside the Russian Federation performed by placing securities of foreign issuers certifying rights in relation to equity securities of Russian issuers in accordance with foreign law.

Book-entry securities and locked-up certificated securities may be objects of custody activity.

### 2.2. Custodian’s Rights and Responsibilities

#### 2.2.1. The Custodian shall:

- ensure separate accounting and transfer of rights to Depositors’ securities from securities owned by the Bank itself (for this purpose, the Custodian shall act as a nominee holder of the Depositors’ securities in the register of registered securities holders or from another depository, including the Central Securities Depository, and ensure that accounts opened in the register of registered securities holders or from another depository are separated into an account for its own securities and an account for the Depositors’ securities)
- ensure that the rights to the securities of each Depositor are recorded separately from the securities of other Depositors, in particular, by opening a separate Depo Account for each Depositor
- ensure transfer of information and documents necessary to exercise rights vested by securities and received from issuers or registrars of the securities holder registers and depositories to and from the Depositors, including by obtaining information on holders of securities and other persons exercising rights to securities that is required for issuers, the Central Securities Depository, registrars of securities holders registers, or third parties to exercise rights to securities
- ensure that the holders of securities and other persons exercising rights to securities exercise the rights to securities that belong to them in the manner provided for in the Depo Account Agreement
- transfer to the Depositor the securities held by them at their first request, as well as in cases where the Depo Account Agreement is terminated or the Custodian is liquidated, by re-registering securities in the name of the holder in the register of securities holders or in another depository specified by the Depositor (however, the Depositor's securities are not transferred to another depository specified by the Depositor in cases where the other depository cannot service the specific securities issue in accordance with the requirements of regulatory legal acts of the Russian Federation or on other legitimate grounds)
- perform transactions with the Depositors’ securities only as instructed by these Depositors or persons authorized by them and within the time frame established by the Depo Account Agreement, as well as instructed by authorized government authorities, except for cases stipulated by regulatory legal acts of the Russian Federation, including those regulating the procedure for conducting transactions on trading depo accounts
- make records on the Depositor's depo account only if there are documents that authorized making such records
- register the encumbrance of the Depositors’ securities, as well as other rights of third parties in the manner stipulated by the Depo Account Agreement
- take all steps provided by the Legislation to protect the rights of a *bona fide* purchaser to securities owned by them
- as instructed by the Depositor, ensure the transfer of securities to depo accounts specified by the Depositor both in the Custodian itself and in any other depository (the transfer of the Depositor's securities to another depository specified by the Depositor shall not be made in cases where the other depository cannot service this specific securities issue in accordance with the regulatory legal acts of the Russian Federation or on other legitimate grounds)
- ensure, as instructed by the Depositor, the transfer of securities to a personal account in the register of securities holders
- accept securities transferred to Depositors' accounts from other depositories or from holders of such securities

- take all steps provided by the Legislation to protect the Depositors’ interests when the issuer performs corporate actions
- ensure the necessary conditions to preserve records of rights to the Depositors' securities, including by using back-up systems for information on rights to securities and a secure record-keeping system
- ensure protection and confidentiality of information by establishing the procedure for the Custodian’s employees to access information related to custody activities in the Custodian's internal documents
- submit to the Depositor reports on transactions executed with the Depositor's securities in safekeeping and/or rights to which are accounted for in the Custodian (with reports and documents provided within the time frame established by the Depo Account Agreement)
- ensure conditions for monitoring custody activities; during an inspection, the Custodian shall provide documents and information related to the custody activity to the persons authorized by the licensing body.
- notify the Depositors of combining custody activities with other professional activities in the securities market
- comply with the requirements of the Legislation, internal and constituent documents of a self-regulating organization (SRO) where the Bank is a member.

**2.2.2. The Custodian may:**

- Perform actions with securities as instructed by the Depositor in cases stipulated by the Depo Account Agreement, except for cases stipulated by the Legislation
- Subject to the Depo Account Agreement, provide to the Depositor related services that improve the quality of custody services
- Become a depositor of another depository pursuant to a contract concluded with that depository in respect of securities of Depositors, whose Depo Account Agreements do not contain a ban to conclude such contracts
- Receive information and documents relating to the Depositors’ securities from issuers, registrars, Central Securities Depository, and other authorized persons
- Represent the Depositor’s interests at general meetings of shareholders and meetings of bondholders as instructed by the Depositor
- Monitor corporate actions of issuers, inform Depositors about these actions
- Assist in obtaining a reduced tax rate on securities income under the Legislation
- Provide Depositors with information on the state of the securities market
- Receive documents, background materials, written and oral explanations from managers and employees of other divisions of the Bank on all issues related to effective functioning of the Custodian and proper servicing of Depositors.

**2.2.3. The Custodian may not:**

- Acquire the rights of pledge or withholding in relation to the Depositor’s securities in safekeeping and/or rights to which are accounted for in the Custodian without the Depositor's written consent
- Determine and control the directions of using the Depositors’ securities, restrict the Depositors’ right to dispose their securities at their discretion if such restrictions are not stipulated by the Legislation or the Depo Account Agreement
- Pay for its own obligations with the Depositor’s securities and use such securities as a pledge for performance of its own obligations, those of other Depositors and third parties
- Condition the conclusion of the Depo Account Agreement with the Depositor on the latter's waiver of any rights vested by the securities
- Dispose of the Depositor’s securities without their Instructions, except in cases stipulated by the Legislation, or when such actions are driven by the need to secure rights vested by the securities while performing mandatory unconditional corporate actions of the securities issuer.

**2.3. Custodian’s Liability**

- Transfer of securities by the Depositor to the Custodian and conclusion of the Depo Account Agreement do not entail any transfer of title to the Depositor’s securities to the Custodian.
- The Depositors’ securities held in the Custodian may not be seized to cover the Custodian's own

obligations. In the event of the Custodian’s bankruptcy, the Depositors’ securities shall not be included in the bankruptcy estate.

– The Custodian shall be liable to the Depositor for the actions of the Place of Safekeeping Depository in respect of the securities as if they were its own, unless the securities have been transferred to the Place of Safekeeping Depository pursuant to the express written instructions of the Depositor.

– The Custodian shall indemnify the Depositor for any losses caused to the latter in case of the Custodian’s non-performance or improper performance of their obligations to record and transfer rights to securities, including cases of lost records for the Depo Account, as well as in case of improper performance of other obligations under the Depo Account Agreement, unless it proves that losses were due to force majeure, the Depositor’s intent or gross negligence. Any agreement between the Custodian and the Depositor limiting the Custodian’s liability shall be null and void.

– The Custodian shall not be liable for any violation by the Depositor of the Legislation concerning restrictions on acquiring and trading securities.

## **2.4. Custodian’s Business Day and Trading Day**

The Custodian’s business day starts at 9:00 AM and ends at 6:00 PM Moscow time, with the exception of pre-holiday days when the business day ends at 5:00 PM Moscow time. Saturdays, Sundays, and official holidays declared in accordance with the law are non-business days, unless otherwise stipulated by regulatory legal acts of the authorized bodies of the Russian Federation. The Custodian may provide a limited range of services on the days of official holidays declared in accordance with the Legislation.

The Custodian shall determine the trading day duration, which is an operational accounting cycle for the relevant calendar date, which is the same for all the Depositors and during which all the transactions are made on the Depo Accounts for the specified calendar date. The Custodian's trading day shall end no later than at 12 hours and 00 minutes Moscow time of the next business day following the calendar date for which transactions on the depo accounts are made on that trading day.

## **3. Depo Accounts and Other Accounts Opened by the Custodian**

### **3.1. General Provisions**

#### **3.1.1 Types of accounts opened by the Custodian:**

The Custodian shall open a separate Depo Account for each Depositor. Subject to the provisions of clause 7.1.1 of these Regulations, the Depo Account Agreement is the ground for opening the Depositor’s Depo Account unless the Legislation specifies otherwise.

The Custodian may open several Depo Accounts for each Depositor (including several Depo Accounts of the same type) under the same Depo Account Agreement, unless the Depo Account Agreement or the Legislation specifies otherwise.

To streamline accounting for securities, Depo Subaccounts are established within a Depo Account, while Face-accounts are opened within a Depo Subaccount. The Face-account is the minimum indivisible unit of custody accounting.

The Custodian shall open the following Depo Accounts:

- **Holder’s depo account** intended to reflect the title of ownership or any other property rights of the Depositor to securities. To open a depo account of this type, a Custody Agreement must be concluded, unless the Legislation specifies otherwise;
- **Nominee holder’s depo account** intended to reflect rights to securities in respect of which the depository (nominee holder) is not their holder and carries out their accounting in the interests of its depositors. To open a depo account of this type, it is necessary to conclude an Inter-Depository Agreement, unless the Legislation specifies otherwise;
- **Foreign nominee holder’s depo account** intended to reflect rights to securities of a Depositor as a foreign organization acting in the interests of other persons, which, in accordance with its personal law, is entitled to register and transfer rights to securities. Subject to the provisions of clause 7.1.1 hereof, a Custody Agreement is required to open a depo account of this type;



- **Foreign authorized holder's depo account** intended to reflect rights to securities of the Depositor as a foreign organization, which, in accordance with its personal law, is entitled, not being the owner of securities, to carry out on its own behalf and in the interests of other persons any legal and actual actions with securities, as well as to exercise rights in securities. Subject to the provisions of clause 7.1.1 hereof, a Custody Agreement is required to open a depo account of this type, unless the Legislation specifies otherwise;
- **Depository program depo account** intended to reflect the Underlying Securities. Subject to the provisions of clause 7.1.1 hereof, a Custody Agreement is required to open a depo account of this type
- **Deposit depo account** intended to reflect rights to securities transferred to the notary's deposit
- **Trading depo account** means a depo account, which accounts for securities that can be used to fulfill and/or secure the fulfillment of obligations admitted to clearing, and transactions on that account are executed either subject to instructions of a clearing organization without an instruction of the person for whom that account is opened, or subject to instructions of the person to whom such an account is opened with the consent of the clearing organization. A trading depo account may be a holder's depo account, a nominee holder's depo account, a foreign nominee holder's depo account, a foreign authorized holder's depo account, or another trading depo account, as provided by the Legislation. Subject to the provisions of clause 7.1.1 hereof, a Custody Agreement is required to open a depo account of this type.
- **Other accounts** stipulated by the Legislation.

The Custodian may open **an unidentified persons account**. This account is not intended to register rights to securities and is used to record data on securities, the owners of which cannot be unambiguously determined on the credit date.

The Custodian may also open other accounts not intended to register rights to securities as stipulated by the Legislation. The procedure for opening, maintaining and closing such accounts is regulated by the Legislation and regulatory acts of the Bank of Russia.

The Custodian opens and maintains the Depositor's Depo Account to account for rights to securities separately from the accounts of other Depositors.

A Depo account or any other account opened by the Custodian may contain subaccounts. The basis for opening a subaccount and / or account in cases stipulated by the Legislation is the Depositor's Instruction or the Custodian's decision. Securities records are grouped into subaccounts according to the following criteria:

- for the purpose of separate securities accounting
- if the securities grouping criterion is specified in the Depositor's instruction
- as required by the Legislation, e.g. for separation of securities.

**3.1.1.1 Special considerations of managing holders’ Depo Accounts**

The Depositor for whom a holder’s Depo Account is opened undertakes to comply with the requirements of the legislation, other applicable law, and the Depo Account Agreement to this type of Depo Accounts. Among other things, the Depositor for whom a holder’s Depo Account is opened undertakes to issue Instructions on accounting in such a Depo Account for rights only to securities owned or otherwise held by the Depositor, including, but not limited to, giving Instructions for accounting in such a Depo Account for rights to securities of third parties, in respect of which the Depositor acts as a nominee holder, a foreign nominee holder, or a foreign authorized holder.

**3.1.1.2. Special considerations of managing foreign nominee holder, foreign authorized holder, and depository program Depo Accounts**

The Depositor for whom a Depo Account of a foreign nominee holder and/or a Depo Account of a foreign authorized holder and/or a depository program Depo Account are opened undertakes to comply with the requirements of the legislation, other applicable law, and the Depo Account Agreement to this type of Depo Accounts. Among other things, such Depositor shall:

- not to issue instructions to record on such a Depo Account rights to securities held by the Depositor on the title of ownership or other property rights
- provide the Custodian with information about the holders of securities and other persons exercising rights in securities recorded on such a Depo Account where, as and when stipulated by the Legislation
- at the Custodian’s request, submit to the Custodian a list drawn up at a specific date and containing information on persons exercising rights in securities recorded on such a Depo Account, as well as information on the number of securities owned by such persons and recorded in such a Depo Account, or other information required to be provided to the Custodian by the Legislation
- provide information on securities holders, persons in whose interests the Depositor holds securities at the request of the issuer, courts, arbitration courts (arbiters), the regulator, and, if the head of the investigative body agrees, at the request of the preliminary investigation bodies for cases in their inquiries.

The Depositor to whom a foreign nominee holder's Depo Account and/or a foreign authorized holder's Depo Account and/or a depository program Depo Account are opened acknowledges and agrees that:

- The Custodian shall notify the regulator of the violation by the Depositor of the requirements established by law (including the requirements for the provision of information and documents)
- the regulator shall have the right to issue to the Depositor an order to eliminate the violation of the requirements established by the Legislation (including requests for information and documents), and should that order be not complied with, to prohibit or limit for a period of up to six months any individual or all transactions under such a Depo Account.

The Depositor to whom a foreign nominee holder's Depo Account and/or foreign authorized holder's Depo Account and/or a depository program Depo Account are opened acknowledges and agrees that it accepts and bears all risks associated with non-compliance with the requirements of the Legislation, other applicable law, and the Depo Account Agreement for such a Depo Account (in particular, the risk of relevant liabilities applied), and also undertakes to refund the Custodian for all expenses, costs, losses, and damages incurred by the Custodian (directly or indirectly) in connection with:

- the Depositor’s breach of such requirements (including, but not limited to, requests for information and documents), including, but not limited to, expenses, costs, losses and damages incurred by the Custodian in connection with claims made to the Custodian by the public authorities (or their authorized officials), the registrar in respect of the relevant

securities, the Place of Safekeeping Depository where the Custodian has a depo account opened as a nominee holder, or other persons.

### **3.1.2 Depositor’s Liability**

The Depositor for whom a certain type of Depo Account is opened acknowledges and agrees that it assumes and bears all risks associated with non-compliance with the requirements of the Legislation, other applicable law, and the Depo Account Agreement for that type of Depo Account (in particular, the risk of relevant liabilities applied), and also undertakes to refund the Custodian for all expenses, costs, losses, and damages incurred by the Custodian (directly or indirectly) in connection with a breach by the Depositor or its authorized representative of such requirements and in connection with the fact that in the opening and maintaining such a Depo Account and performing any related actions, the Custodian relied on any of the Depositor's representations which were (in whole or in part) unreliable, incomplete and/or inaccurate, including, but not limited to, expenses, costs, losses, and damages suffered by the Custodian in connection with claims made to the Custodian by the public authorities (or their authorized officers), the registrar in respect of the relevant securities, the Place of Safekeeping Depository where the Custodian has a depo account opened as a nominee holder, or other persons, as well as the acts, failure to act, or claims of any persons in whose interest the Depositor is acting.

## **3.2. Trading Depo Accounts**

3.2.1. Trading depo accounts may be opened by the Custodian if the Place of Safekeeping Depository has opened a trading depo account of a nominee holder for it. Trading depo accounts in the Custodian shall be opened subject to the Depositor's Instruction to open a trading depo account and the indication by that Depositor of a clearing organization, by order (with the consent) of which transactions shall be made on the trading depo account to be opened.

3.2.2. Unless otherwise agreed in the Depo Account Agreement, by submitting an Instruction to open a trading depo account in the Custodian, the Depositor agrees to and acknowledges the following:

- The Depositor shall have the rights and obligations of a client of a clearing participant as provided for in the clearing rules of the clearing organization which the Depositor has specified in accordance with clause 3.2.1 hereof
- The Custodian is not a party to any transactions and a debtor under any obligations, and it is not liable to the Depositor and other clearing participants and their clients for any obligations referred to in clause 3.2.2 hereof that are executed in accordance with the procedure established by the applicable clearing rules
- The phrases “clearing participant's transaction” and “clearing participant's obligation” are used in the clearing rules in the same meaning that those words and phrases in relation to a clearing participant have in Federal Law No. 7-FZ “On Clearing, Clearing Activities and the Central Counterparty” dated February 7, 2011 and imply both the clearing participant's obligations (if the transaction is made directly by the clearing participant in their own interests) and the obligations of the clearing participant’s client (if the transaction is made by the clearing participant’s client in their own interests).

## **4. Securities Accounting Methods and Places of Safekeeping**

### **4.1. Securities Accounting Methods**

Securities of Depositors are recorded in the Custodian using the open method.

With the open accounting method, the Depositor may only issue instructions in respect of the number of securities held in their Depo Account without specifying any individual characteristics of those securities in the instruction.

## **4.2. Place of Securities Safekeeping**

The place of safekeeping for book-entry securities is either the registrar where the Custodian has a personal nominee holder’s account opened, or the Central Securities Depository, or another Place of Safekeeping Depository where the Custodian has a depo account of a nominee holder opened or another account stipulated by the Legislation.

## **5. Relationship between the Custodian and the Place of Safekeeping Depository**

The Custodian shall become a depositor of the Central Securities Depository or any other Place of Safekeeping Depository when an inter-depository agreement is concluded between the Custodian and the Place of Safekeeping Depository, unless the Legislation stipulates otherwise.

The Place of Safekeeping Depository shall record the rights to the Custodian’s Custodian-depositor securities on the whole set of data, without breakdown by individual Depositors.

Verification of the depo accounts in the Place of Safekeeping Depository is carried out on the terms of the Inter-Depository Agreement pursuant to the Legislation

Provision of information to the Place of Safekeeping Depository as part of the exercise by owners and other persons exercising rights in securities, rights in securities is carried out in accordance with the terms of the inter-depository agreement.

## **6. Custody Transactions**

### **6.1. Transactions Performed by the Custodian**

#### **6.1.1. Inventory (accounting) transactions**

Executing inventory transactions entails a change in the balance of securities on the personal accounts in the Custodian. Inventory transactions include:

- accepting securities for safekeeping and accounting
- removing securities from safekeeping and accounting
- transferring securities between accounts in the Custodian
- registration of securities encumbrance with any obligations
- moving securities (incl. changing a place of safekeeping)

#### **6.1.2. Administrative transactions**

Executing administrative transactions entails a change in the Depo Accounts questionnaires and other accounting registers of the Custodian, with the exception of securities balances in the Face-accounts of Depositors. Administrative transactions include:

- opening a depo account and other accounts
- closing a depo account and other accounts
- opening a subaccount for a depo account and other accounts
- closing a subaccount for a depo account and other accounts
- changing depositor’s information
- accepting securities for servicing
- removing of securities from service
- changing the security details.

#### **6.1.3. Information transactions**

Executing information transactions entails formation of reports and statements on status of the Depo Account and other accounting records of the Custodian or on custody transactions executed. For the purposes of depository accounting, they are not recognized as informational and do not require the corresponding registration of the transaction for the formation of various reports, including those specified below, if such

reports are not generated on the Instructions instructed by Depositors or authorized government authorities, but are used by the Custodian for official purposes in daily work.

Information transactions include, but are not limited to:

- generation of a statement on the status of the depo account
- generation of a report on transactions in the Depo account of the Depositor for a certain period
- generation of other reports on inventory and administrative transactions.

#### **6.1.4. Global transactions**

Executing global transactions entails a change in the condition of all or a significant part of the Custodian's accounting registers related to this securities issue. As a rule, global transactions are initiated by the issuer and associated with its corporate actions, including:

- securities conversion
- merging securities issues
- cancellation of individual numbers (codes) of additional issues of equity securities
- cancellation (redemption) of securities
- securities splits and consolidations.

### **6.2. General Procedure for Custody Transactions**

6.2.1. A custody transaction may include the following steps:

- accepting the Instruction from the Transaction Initiator
- making an entry in the incoming documents log, possible issue of confirmation that the Instruction is accepted or refusal to accept the Transaction Initiator Instruction
- checking the Instruction for correct form
- checking the Instruction for compliance with the provisions of the Depo Account Agreement, these Regulations, and the Legislation
- reconciling the Instruction with the data contained in the registers
- executing a custody transaction, that is adding (making) an entry in the Custodian's system for the Depositor's Depo Account. Rights to securities shall be deemed to have been transferred from the time the Custodian makes the relevant record for the Depositor's depo account
- reporting the transaction
- making an entry in the outgoing documents log
- submitting a report to the Transaction Initiator and/or to the person specified by them.

6.2.2. If any fractional securities are created in accordance with the Legislation, the Custodian shall record fractional securities.

The occurrence, increase, or decrease of fractional parts of securities at their write-off is only allowed for the Depo Accounts of nominee holders and for the Depo Accounts of foreign nominee holders, and, in cases stipulated by the Legislation, for other accounts.

When securities are credited to the Depo Account, their fractional parts are added together.

Debiting a fractional part of the security from the Depo Account or any other account without a whole number of securities is only allowed in the absence of a whole number of securities, with the exception of debiting from the depo account of a nominee holder or the depo account of a foreign nominee holder, and, in cases stipulated by the Legislation.

### **6.3. Reasons for Custody Transaction**

6.3.1. The reason for the custody transaction shall be an Instruction submitted to the Custodian by the Transaction Initiator, unless otherwise provided by the Legislation or the Depo Account Agreement with the Depositor.

6.3.2. The following transactions types are distinguished in the Custodian depending on the Transaction Initiator:

- client transactions, where an initiator is the Depositor or a person authorized by them
- service transactions, where an initiator is an officer of the Custodian
- official transactions, where an initiator is an authorized government authority
- global transactions, where an initiator is the Central Securities Depository or the issuer or the registrar on the latter’s behalf.

6.3.3. In cases stipulated by the Legislation, the Custodian shall execute duly executed written decisions of government authorities:

- courts (arbitration and general jurisdiction)
- bodies of inquiry and preliminary investigation
- court bailiffs / judicial enforcement agents
- other government authorities in accordance with the Legislation.

6.3.4. Written decisions of public authorities shall be accompanied by the following documents:

- judicial acts
- executive documents
- decisions of the bodies of inquiry and preliminary investigation
- other documents in accordance with the Legislation.

## **6.4. Custody Transaction Terms, Drawing Up and Transferring Report on Custody Transaction Execution**

Custody transactions shall be made within the time limits set by the Regulations and the Legislation

### **6.4.1. Inventory transaction terms:**

As required by the Russian Legislation, including the regulatory acts of the Bank of Russia, securities are credited to / withdrawn from the Depo Account no later than one (1) business day following the day when the Custodian receives a document confirming crediting to / withdrawal from a personal account (depo account) of a nominee holder of securities opened to the Custodian at the place of safekeeping. If settlements on securities cannot be made within the time limits specified by the Depositor due to circumstances beyond the Custodian’s control, the Custodian shall notify the Depositor thereof.

### **6.4.2. Time frame for administrative, information and global transactions**

The period for executing administrative and global transactions is no more than three business days after all the necessary documents are received, unless the Legislation specifies otherwise.

Information transactions:

- The Depositor's depo account statement (Appendix 5 to these Regulations) shall be sent to the Depositor on or before the next business day after the relevant request from the Depositor is received if the statement is requested for a past date and the request does not stipulate another timing for provision of the depo account statement and on or before the business day following the day for which the balance is requested if the depo account statement is requested for a future date.
- Information on corporate actions shall be sent to the Depositor within the periods specified in clause 7.5.4. hereof.
- Responses to written requests other than instructions transmitted by the Depositor to the Custodian shall be sent to the Depositor within the time limits set by Section 9.2. of the Regulation.
- Responses to authorized requests of the registrar or the place of safekeeping depository to provide a list of holders for whose securities the Custodian is a nominee holder and of other persons exercising rights to securities shall be provided within the period specified in the request.
- Responses to requests for information only that do not require documentary evidence may also be provided to the Depositor in oral form (by phone).

### **6.4.3. Term for drawing up and transferring report on custody transaction**

## **execution**

The Custodian prepares reports during the trading day when such a custody transaction is executed and follows up by posting information in outgoing document logs.

The transaction execution report may be transferred (submitted) to the Depositor no later than a business day following the day of transaction execution.

The transaction execution report shall be transferred (submitted) to the Depositor in a coordinated manner in the form of an authenticated message through the SWIFT system and/or using other additionally agreed secure means of electronic communication and / or in a paper form at the address duly agreed upon with the Depositor.

## **6.5. Depositor Instructions**

6.5.1. No Depositor Instruction is binding on the Custodian until it has actually been received by the Custodian. Any information sent by the Depositor to the Custodian in respect of services (including custody transaction instructions) shall be deemed unconditionally valid for the Custodian if it is sent directly to the Custodian. The Instruction for custody transactions must be made in compliance with the requirements of the Legislation and these Regulations. The instruction for custody transactions may be submitted to the Custodian:

6.5.2. The Instruction to perform the custody transaction must be drawn up with observance of the requirements of the Legislation and the Regulations. The Instruction to perform the custody transaction may be submitted to the Custodian on paper or in the electronic format.

6.5.3. The Instruction may be prepared in a form attached to Appendices 3, 4 to the Regulations. The Conditional Instruction is drawn up in a form agreed upon with the Custodian. Instructions may be made and submitted in the English language or the Russian language.

6.5.4. Electronic Instructions may be submitted through SWIFT in accordance with the SWIFT standards (“the SWIFT message”), via electronic means of communication agreed upon between the parties or otherwise as stipulated by the Depo Account Agreement and the Regulations. In this case, an electronic message shall contain all necessary information outlined in Appendices 3, 4.

6.5.5. Instructions and documents in paper are handed over to the Custodian by the Transaction Initiator personally or through the authorized representative acting on the basis of PoA empowering it to accept/submit documents from/to the Custodian or by post or by courier delivery.

6.5.6. Any custody-related Instruction to the Custodian from a Depositor or any other person shall be deemed accepted by the Custodian on the day it is actually received if such a communication is received by the Custodian on a business day before noon Moscow time. If the Instruction is received later, as well as in case the Instruction is received on a non-business day in the territory of the Russian Federation, it shall be deemed received on the next business day, and the Custodian may only at its discretion decide to consider the message received on the day of its actual receipt.

6.5.7. Depositor shall be fully responsible for ensuring access to the technical means of communication, with the help of which the Instruction is sent, only to authorized persons for receiving and sending instructions, as well as for keeping secret from unauthorized persons (outsiders) information regarding the procedure for issuing Instructions sent to the Custodian using such technical means. The Depositor shall not be entitled to invoke non-compliance with this condition in order to challenge the validity of the Instructions sent to the Custodian. Any communication accepted by the Custodian in good faith and with the application of information protection measures that the Custodian may regard as a Depositor Instruction shall have the effect of a fully functional Instruction received from the Depositor, whether or not such measures have been authorized by the Depositor. In the event of any disagreement regarding the fact that the Instruction has been sent by electronic means of communication, as well as with respect to its contents, the Parties may use any material permitted by the applicable Legislation as evidence, including records of telephone conversations, as well as centrally stored records of such communications with the Depositor, the Custodian, or with any third parties.

6.5.8. The Custodian may, at its discretion, take any action to obtain confirmation or clarification of the Depositor's instructions. If the relevant confirmation or clarification is not received by the Custodian or does not correspond to the request of the Custodian, the Custodian may refuse to follow these Instructions until such confirmation or clarification as the Custodian requires. The Custodian may take steps to obtain confirmation of each Instruction. Such measures may include the use of algorithms or other codes, identification words or numbers, use of cryptographic information protection tools, verification phone calls, or similar security tools. Such security procedures are intended to authenticate the Instruction, but not to verify the Instruction for errors.

The Depositor is obliged to keep information on security procedures secret and to provide access to such security procedures only to authorized persons. The Custodian may require the Depositor to confirm its Instruction, including the fact that it was sent, signed by the person specified in it, as well as the authority of such person. This provision applies in particular to lists of persons authorized to confirm the Instructions to the Custodian. The Custodian may refuse to accept such an instruction and/or to act on the instruction until the time it received the Depositor's response to its request in a form acceptable to the Custodian. The Depositor shall provide the Custodian with a list of persons, whom the Custodian may consult with the purpose to confirm the Instructions and who are authorized to provide such confirmation, in a form acceptable to the Custodian (a sample is provided in Appendix 4a).

6.5.9. The Depositor may send the following types of Instructions to the Custodian:

- an instruction to accept securities for safekeeping and accounting, that is an order to execute a transaction to account for rights to securities related to securities registration with the registrar or to be credited to an account in the Central Securities Depository or any other depository in the Custodian's name as a nominee holder
- an instruction to remove securities from safekeeping and accounting, that is an order to execute a securities crediting transaction accompanied by registration of securities rights with the registrar or debiting from the Custodian's depo account as a nominee holder in the Central Securities Depository or a third-party depository in favor of third parties
- an instruction to transfer securities within the Custodian (or between depo accounts/depo subaccounts of the Custodian as a nominee holder opened in the Central Securities Depository or a third-party Custodian) this order does not imply re-registration of securities rights from the name of the Custodian as a nominee holder and is submitted upon transfer of the Depositor's securities between its own depo accounts/depo subaccounts within the Custodian (or between depo accounts/depo subaccounts of the Custodian as a nominee holder opened in the Central Securities Depository or a third-party Custodian) as well as between depo accounts of this Depositor and depo accounts of other Depositors

Note: When securities are transferred between depo accounts/depo subaccount of the same Depositor, such a Depositor shall submit two instructions to the Custodian:

- the first one, to debit securities from the relevant depo account/depo subaccount,
- the second one, to transfer securities to the relevant depo account/depo subaccount
- an instruction to block securities, that is to restrict the right to dispose of certain securities owned by the Depositor and held in its depo account until certain events occur
- standing conditional Instruction (the “Conditional Instruction”) is an Instruction to debit and/or credit securities, perform other actions in respect of securities, cancel other Depositor's Instructions, including repeated actions depending on the circumstances specified in the Depositor's Instruction that will arise in the future, including those where it is unknown whether they will happen or not.
- an instruction to amend to amend the Depositor's personal data;
- another instruction in accordance with the Regulations, the Depo Account Agreement and the effective Legislation.

6.5.10. The Depositor may cancel a previously issued Instruction by submitting a Cancellation Instruction.

The Cancellation Instruction shall be submitted in the same manner as used for the cancelled Instruction to execute a custody transaction and shall contain a reference to the original Instruction. A Conditional Instruction may have such a reference omitted. If it is not possible to cancel a previously submitted Instruction, the Custodian shall notify the Depositor of the reasons thereof immediately, in any case, no later than One (1) business day after receiving the Cancellation Instruction.

6.5.11. When securities are credited to/debited from the Depositor's account subject to a Conditional Instruction, the Custodian shall be obliged to verify the circumstances making such transactions possible have actually occurred.

6.5.12. The Custodian shall credit securities intended for Qualified Investors and/or restricted in trading only to the following depo accounts:

- to nominee holders' depo accounts
- to depo accounts of those Depositors only who are Qualified Investors or who are not



Qualified Investors but acquired such securities as a result of universal succession, conversion, reorganization, property distribution of a liquidated legal entity, and in other cases established by the regulator.

The Depositor shall provide to the Custodian an original or a notarized copy of a document confirming that the Depositor is a Qualified Investor or is recognized as a Qualified Investor by a management company, broker, or other persons in cases established by the Legislation.

The Depositor shall be liable for timely submission and updates of any documents confirming that the Depositor is a Qualified Investor by law or is recognized as a Qualified Investor by a person responsible for recognizing Qualified Investors.

The Custodian shall refuse to accept or execute an Instruction to credit securities intended for Qualified Investors and/or restricted in trading to the Depositor's depo account if it is in conflict with the requirements established to credit securities intended for Qualified Investors and shall notify the Depositor of its refusal to credit securities to their account in the manner and within the time limits established by the Depo Account Agreement.

6.5.13. The Custodian shall refuse to execute the Instruction on the following grounds:

- The Instruction is submitted to the Custodian by a person who does not have the relevant authority;
- The Custodian failed to verify the fact of submission by the Depositor of the Instruction received in a paper form;
- The Instruction is submitted to the Custodian in a manner inconsistent with the Depo Account Agreement or the Regulations or any other agreement with the particular Depositor submitting the Instruction or in a manner not provided for in the Regulations;
- The Instruction is executed in violation of the requirements of these Regulations or the Legislation;
- The Instruction does not comply with the provisions of the Depo Account Agreement, these Regulations, or the Legislation;
- The contents or execution of the accompanying documents do not comply with the Regulations, the Depo Account Agreement or the requirements of the Legislation;
- The data in the Instruction or the accompanying documents is insufficient to execute the Instruction, or the information contained therein is inconsistent;
- The Instruction is drawn up with corrections;
- The data contained in the documents submitted does not correspond to the data contained in the Custodian's registers;
- The number of securities in the Depo Account/Depo Subaccount is not sufficient to execute the transaction specified in the Instruction;
- The securities in respect of which the Instruction is given are encumbered with obligations, and executing the Instruction may result in a breach of those obligations;
- No documents required to perform the custody transaction under the Regulations or the Legislation have been submitted;
- A regulation (notice) to suspend any transactions has been received in respect of the securities;
- These securities are declared to be redeemable by the issuer prior to their deposit with the Custodian;
- In case an order (notice) of the issuer or authorized government or other authorities to terminate (suspend) any transactions has been received for the securities specified in the Instruction;
- Should a written refusal to execute this Instruction be received from the Place of Safekeeping Depository due to the expiration of the Instruction duration in accordance with the terms of business or the procedures of the place of safekeeping depository;
- Other grounds stipulated by the Legislation, the Depo Account Agreement, and/or these Regulations.

6.5.14. Without prejudice to other provisions of Articles 7 and 8 hereof, the Depositor may withdraw an Instruction for registrar transactions prior to its transfer to the Registrar, provided that such a possibility is

not prohibited by the Depo Account Agreement or the instruction subject to cancellation. The instruction for registrar transactions cannot be withdrawn by the Depositor after it is transferred to the registrar.

6.5.15 The execution of the Instruction may be refused once its term expires in accordance with the terms of business or the procedures of a clearing organization or a place of safekeeping depository. In that case, the Custodian may refuse the Depositor to execute the Instruction and cancel the Instruction based on the report of a clearing organization or a place of safekeeping depository.

6.5.16. The Depositor agrees to use the Depo Account only for such deals and/or transactions on the Depo Account that are not forbidden by the requirements and/or procedures of the Custodian and/or JPMorgan Chase Bank N.A., JPMorgan Chase & Co or any branch, affiliate, subsidiary organization of those entities (the “Internal Policies”). The Depositor agrees that it does not execute and undertakes not to execute any transactions using the transaction Depo Account that are prohibited by any of the Internal Policies. For this purpose, the Custodian shall have the right, but not the obligation, to verify any Instruction upon submission for compliance with any of the Internal Policies.

6.5.16.1 If the Instruction contains or, in the Custodian’s reasonable opinion, may contain the details of citizens or governments referred to in any of the Internal Policies, or other information on such citizens or governments, the Depositor shall grant the Custodian a right, but does not impose an obligation, to qualify such an Instruction as having failed verification after its presentation and to act in accordance with clause 6.5.17 hereof. If such an Instruction is already accepted by the Custodian prior to the moment this information is detected in the Instruction, the Depositor hereby irrevocably and unconditionally cancels such an Instruction.

6.5.16.2 The Depositor agrees that the existence of coincidence or possible coincidence of details (and any other information) contained in the Instruction and documents with the details (and information) included in any of the Internal Policies, as well as the existence of grounds for the Custodian to exercise its rights under clause 6.5.16 of these Regulations, shall be determined by the Custodian at its sole discretion. If any Instruction prohibited by any of the Internal Policies is executed, it is the Depositor that shall bear the risk of consequences and liability.

6.5.17. The Custodian shall provide the Depositor with a substantiated refusal to execute the Instruction within three (3) business days from the date the Instruction is accepted or from the moment a written refusal to execute the given Instruction is received by the Registrar or the Place of Safekeeping Depository.

6.5.18. The Depositor agrees that the basis for debiting/crediting securities from/to a trading depo account at the Custodian are documents (report) (including electronic form), except for a Depositor Instruction, received by the Custodian from the Transaction Support and Cash Position Management of the Transactions Department and generated based on the documents received by the Bank as part of providing brokerage services to the Depositor.

6.5.19. Securities crediting to the relevant Depo Subaccount of the Custodian's nominee holder at the Central Securities Depository shall serve as the basis for executing transactions related to such crediting in the respective depo accounts of depository programs without instructions from the persons for whom such accounts have been opened. In this case, securities are credited based on a securities crediting report of the Central Securities Depository.

At the same time, the Custodian may refuse to carry out a transaction to transfer securities to the depository program account on the following grounds in addition to the grounds specified in clause 6.5.13 hereof:

- The Depositor failed to provide a copy of the Bank of Russia's permission to place and/or arrange trading in such securities outside the Russian Federation by placing, in accordance with foreign law, securities of a foreign issuer certifying the rights to such securities necessary for the first crediting of the Securities to the depository program depo account, in accordance with the Legislation.
- The transaction report of the Central Securities Depository does not indicate the information on a recipient of depository receipts, i.e. the account in the Place of Safekeeping Depository for depository receipts, or the Place of Safekeeping Depository of depository receipts is not indicated.
- The depository bank closing the depository receipts program, including in case of temporary closure of the program due to a corporate action.

## 7. Procedure for Custody Transactions

### 7.1. Administrative Transactions

#### 7.1.1. Opening Depositor’s Depo Account

*Transaction details:* A transaction to open the Depositor’s depo account is an action to be taken by the Custodian to enter into the Register the Depositor’s details that make it possible to unambiguously identify the Depositor and execute transactions under its Depo Account.

When a Depo Account is opened, it is assigned a unique code within the Custodian.

The Custodian refuses to open a Depo Account to the Client in cases stipulated by the Legislation of the Russian Federation.

It is prohibited for the Custodian to:

- Open and maintain Depo Accounts for anonymous holders, i.e, when a legal entity, a foreign structure without establishment of a legal entity fails to submit documents required for its identification as well as open and maintain Depo Accounts for holders using a fictitious name (a nickname);
- Establish and maintain relationship with non-resident banks that have no permanent governance bodies in the territories of states where they are registered;
- Make an agreement with the Client in case of a failure to identify the Client, its representatives, beneficiaries and beneficial owners;
- Make an agreement with the Client if the website domain name, the URL of the Client providing services using the Internet website are included in the Unified Registry of domain names, URL and web addresses allowing to identify Internet websites contain information which distribution is prohibited in the Russian Federation;
- Make an agreement with the Client if there is information that the Client is carrying out activities in the territory of the Russian Federation without duly obtaining a license if such activities are subject to licensing in accordance with the legislation of the Russian Federation.

The Depositor may open one or more Depo Accounts (including several Depo Accounts of the same type) in the Custodian to record rights to securities. The Custodian shall act as a nominee holder of any and all securities credited to the Depo Account in the Custodian.

Subject to the following provisions of this clause 7.1.1, the Depo Account for the Depositor (with the exception of a Deposit Depo Account and the Unidentified Persons Account which may be opened by order of the Head of the Custody and in other cases stipulated by the current Legislation) shall be opened within three (3) business days after the Depo Account Agreement is signed and the following documents are submitted to the Custodian:

- Depo Account Opening Application (Appendix [1](#) to these Regulations)
- Depositor’s questionnaire (Appendix [2](#) to these Regulations), for that purpose, a questionnaire for a legal entity client or a questionnaire for a credit organization client may be used as specified in the AML/CFT/FPWMD Internal Controls Rules of the Bank
- Depo Account Agreement
- authority of the person(s) who signed the Depo Account Agreement on behalf of the Depositor
- constituent and other documents (for legal entities) (Appendix [8](#) to these Regulations).

The documents received shall be checked by the Custodian for completeness of the set, compliance of all documents with the established requirements, completeness of execution of all documents, availability of necessary legalization of documents drawn up abroad.

The depo account shall be opened after all necessary documents have been received and recognized as complying with the requirements of the Legislation and the requirements of the Custodian unless the Legislation specifies otherwise. If pursuant to the requirements of the Legislation the Depo Account or another account is opened and securities are credited prior the documents necessary for identification are received and a Depo account agreement is executed, the Custodian will not conclude further transactions based on instructions from this Depositor unless the necessary documents are received and recognized as compliant with the requirements

of the Legislation and the requirements of the Custodian

Confirmation of the Depo Account opening shall be sent by the Custodian to the Depositor in the form of a message through the SWIFT system and/or by any other additionally agreed secure means of electronic communication no later than a business day following the day of opening such account. In case Depositor does not use secure means of electronic communication, sending a message about the depo account opening is possible in other ways agreed with the Depositor.

In the event that the Legislation requires the Custodian to open special Depo Subaccounts to provide Custody Services to the Depositor including for the purpose of securities separation, the Custodian shall independently open such subaccounts in accordance with the law and the Regulations.

***Special considerations of opening a certain type of Depo Account:***

When opening a Depo Account for a foreign nominee holder, a foreign authorized holder, the Custodian presumes that the Depositor complies with at least one of the requirements specified in Article 51.1, clause 2, subclauses 1 and 2 of Federal Law No. 39-FZ “On Securities Market” dated of April 22, 1996 and the corresponding representation of the Depositor to that effect in the form and content that are acceptable to the Custodian.

Such representations by the Depositor regarding its status and the nature of the securities rights for the purpose of opening a Depo Account of a certain type shall be deemed repeated by the Depositor for whom the Depo Account of a certain type is opened every day from the date of opening of such a Depo Account by the Custodian until the date of its closing (both dates included).

The Depositor shall promptly notify the Custodian if any of the above representations of the Depositor (in whole or in part) is or becomes invalid, incomplete and/or inaccurate.

**7.1.2. Closing Depositor’s Depo Account**

***Transaction details:*** A transaction to close the Depositor’s depo account is an action to be taken by the Custodian to enter information into accounting records to ensure that no transactions other than information transactions may be performed on the Depo Account.

The Depo Account shall be closed in the following cases:

- at the Depositor’s initiative
- at the Custodian’s initiative
- upon termination of the Depo Account Agreement after expiry of the term for which it has been concluded
- upon termination of the Depo Account Agreement
- in other cases, as stipulated by the Depo Account Agreement and/or the Legislation.

In the process of closing the Depo Account, the Custodian may transfer securities from that Account to the Depo Account(s) specified by the Depositor or other authorized person unless prohibited by the Legislation

The Depo Account with securities recorded on it may not be closed.

The Custodian shall be entitled to close the Depo Account unilaterally, as well as in other cases stipulated by the Depo Account Agreement, and/or the Legislation, in the absence of balances and transactions on the Depo Account within 6 months.

The Custodian may inform the Depositor of the Depo Account closure no later than a business day following the day of closing such account in the form of a message through the SWIFT system and/or by any other additionally agreed secure means of electronic communication. If the Depositor does not use secure means of electronic communication, sending a message about the Depo Account closure is possible in other ways agreed with the Depositor.

**7.1.3. Change of Depositor's Personal Data**

***Transaction details:*** A transaction to change the Depositor’s personal data is the Custodian’s making an entry of the amended Depositor personal data in the accounting records.

If the Depositor's personal data are changed, the Custodian shall keep information about the previous values of the changed details.

The change in personal data is executed subject to:

- the Instruction to change personal data

- the Depositor’s questionnaire containing new personal data; copies of documents confirming the change has been made certified and / or legalized in accordance with the requirements of the Legislation and / or the Custodian.

When the personal data is changed, the Depositor shall be provided with an execution report in the form agreed upon with the Depositor.

#### **7.1.4. Accepting a securities issue for servicing by the Custodian**

*Transaction details:* a transaction to accept the issue of securities for service is an action to be taken by the Custodian to enter information on the security in the accounting registers.

The initiator of acceptance of securities/issue of securities for servicing is the Depositor or their authorized representative, who has submitted to the Custodian an order for crediting of securities/new issue of securities or the Custodian

In case of acceptance for servicing of securities/new issue of securities occurs as a result of corporate action of the issuer or another event or decision of the Custodian, the initiator of acceptance for servicing is the head of the Custodian. The reasons in this case are notification of the registrar of the transaction of securities crediting to the Custodian's personal account as a nominee holder, or a report of the transaction performed on the Custodian's nominee holder's Depo Account in the Place of Safekeeping Depository or the instruction of the head of the Custodian

The decision to be taken by the Custodian to service the securities shall be made by the Custodian solely at its discretion. The Custodian may refuse the person initiating the procedure to have securities accepted for servicing in the following cases:

- the issue of securities did not pass state registration in accordance with the law (except when securities are not subject to registration, and also except when securities are placed before the state registration of issues, including when reorganizing companies in the form of allocation)
- securities trading period has expired or notification of registration body on suspension of placement of securities issue and transactions with them has been received
- acceptance of securities for Custodian service is prohibited by the terms of the securities issue trading
- acceptance of securities for Custodian service is prohibited by regulatory legal acts
- due to the Custodian’s rules and internal procedures, the Custodian cannot maintain the procedure for servicing and trading of the securities issue established by the resolution to issue securities
- in the Custodian’s opinion, the procedure for servicing and trading of the securities issue, established by the resolution to issue of securities or established in the market will increase the Custodian’s operational and legal risks, complicate performance of the Custodian’s obligations to ensure safety of the Depositors’ securities and may result in violation of the Depositors’ rights to securities
- securities declared invalid and/or stolen, wanted, included in the stop lists by issuers, law enforcement agencies or state regulation bodies of the securities market
- by the Custodian’s decision.

Based on the decision to accept a securities issue for servicing, the Custodian enters details of the securities issue into the securities issue questionnaire.

When accepting a securities issue for servicing, the Custodian shall be entitled to use the following information:

- contained in the databases of disclosure of information on issuers and their securities issues maintained by the regulator, authority or self-regulatory organization, on the websites of the issuers themselves, the Central Securities Depository

- provided by other depositories, international clearing organizations, international or Russian news agencies, financial institutions.

#### **7.1.4.1 Special considerations of accepting and removing foreign securities from service**

The basis for acceptance of foreign securities for service are internal instructions and instructions of the Custodian.

The Custodian may accept foreign securities for servicing, subject to the following information and/or one of the following documents submitted to the Custodian or received by the Custodian in the course of this procedure:

- information on the foreign securities qualification posted on the regulator’s official website subject to information provided by an organization that is a member of the Association of National Numbering Agencies from the Russian Federation
- document of an organization that is a member of the Association of National Numbering Agencies to which such an organization confirms assignment (availability of codes assigned to a foreign financial instrument) of codes ISIN and CFI in accordance with international standards ISO 6166 and ISO 10962, and if such an organization provides access to its official Internet resource that contains information on assigned ISIN and CFI codes obtained electronically from the said Internet resource; provided that the assigned CFI code has the meanings established by the regulatory legal act of the federal executive body for the securities market
- a document of a professional participant in the securities market carrying out custody activities or a foreign organization recording the rights to foreign financial instruments to which such entities are entitled subject to documents or information received by them, in paragraph 3 of this clause, confirm the presence of ISIN and CFI codes; assigned to a foreign financial instrument, provided that the assigned CFI code has the meanings established by the regulatory legal act of the federal executive body for the securities market
- a notification of the federal executive authority for the securities market regarding qualification of a foreign financial instrument as a security.

The Custodian may remove a foreign security from service by order of the Head of the Custodian when the last security of this issue is deregistered in the Custodian and the accounting of this paper is not intended to be carried out in the future. Foreign securities may not be withdrawn from service if at least one security of this issue is taken into account in the Custodian's custody accounting system.

#### **7.1.5. Termination of the Custodian’s service for a securities issue**

*Transaction details:* A transaction to terminate the service of the securities issue by the Custodian is an action to be taken by the Custodian to enter into the accounting registers information ensuring that any transactions other than information transactions with the given issue of securities cannot be carried out.

Service of any securities/securities issue in the Custodian may be terminated in the following cases:

- cancellation of securities (securities issue)
- a resolution of the registration body to declare the securities issue invalid or to cancel that issue
- entry into force of a court decision to invalidate that securities issue
- liquidation of the securities issuer
- termination of services as decided by the Custodian
- conversion of securities into securities of another issue with cancellation of converted securities
- cancellation of individual numbers (codes) of additional issues and combination of securities of additional issue with securities of issue to which they are additional.

Termination of servicing of securities issue in the Custodian shall be made on the day or the day after receipt of the relevant official information from the registrar, the issuer (messages, faxes from the registrar or issuer, information from the official website of the registrar or issuer, from information disclosure sites or websites of news agencies), from the superior depository (abstract, notice, etc.).

The Custodian shall be entitled to withdraw the issue from service by order of the Head of the Custodian when the last security of the issue is deregistered in the Custodian and the issue is not expected to be recorded in the future.

The removal from service of a security/issue of a security is not allowed if at least one security of this issue is taken into account in the Bank's custody accounting system.

Subject to the decision to terminate servicing of a securities issue, the Custodian shall make a record in the securities issue questionnaire on the date of the servicing of that securities issue is terminated.

#### **7.1.6. Changing Securities Information**

*Transaction details:* A transaction to change information on a security is the Custodian making an entry of the updated security details in the accounting registers that allows it to be identified.

When changing securities information, the Custodian may use the following information:

- information on issuers and their securities issues contained in the disclosure databases maintained by the regulator, an authority, or a self-regulatory organization, on the websites of the issuers or the Central Securities Depository
- information provided by other depositories, international clearing organizations, international or Russian news agencies, financial institutions.

### **7.2. Inventory Transactions**

#### **7.2.1. Accepting (depositing) securities for safekeeping and accounting (external transfer)**

*Transaction details:* A transaction to accept securities for safekeeping and accounting means crediting securities to the Depositor's Depo Account as a result of such securities transfer in the custody accounting system of the place of safekeeping depository or securities re-registration in the registry system from the account of the Depositor, its nominee holder, or the Depositor's counterparty to a personal account (depo account) of the Custodian's nominee holder.

7.2.1.1. The Custodian shall execute the following transactions when accepting securities for safekeeping and accounting in the Depositor's Depo Account:

- accepting bearer securities for safekeeping and accounting with mandatory centralized custody
- acceptance of registered securities for safekeeping and accounting.

7.2.1.2. The accounting method for the accepted securities shall be determined by the Depositor's Instruction and these Regulations unless this method contradicts the restrictions of securities trading established by the issuer or the regulator.

7.2.1.3. Bearer securities are accepted for safekeeping and accounting subject to:

- Instructions of the Transaction Initiator
- a report on the transaction performed on the Depo Account of the Custodian's nominee holder in the Place of Safekeeping Depository.

7.2.1.4. Acceptance for safekeeping and accounting of registered securities is executed subject to:

- Instruction of the Transaction Initiator
- notifying the registrar of the securities crediting to the Custodian's personal account as a nominee holder or a report on
- the transaction executed under the Depo Account of the Custodian's nominee holder in the Place of Safekeeping Depository.

7.2.1.6. Actions to re-register/transfer securities shall be carried out by the Depositor, its depository, or the Depositor's counterparty on their own. At the same time, the Custodian shall perform actions to receive from the place of safekeeping depository or from the registrar documents confirming the crediting of securities to the personal account (depo account) of the Custodian's nominee holder.

7.2.1.7. The condition for the first crediting of securities to the depository program depo account is that the Depositor shall submit to the Custodian a copy of the Bank of Russia's permission to place securities and/or organize securities trading outside the Russian Federation by placing depository receipts, if such permission was required in accordance with the Legislation.

#### **7.2.2. Removing (delivering) securities from safekeeping and accounting (external transfer)**

*Transaction details:* A transaction to remove securities from safekeeping and accounting means debiting the corresponding number of securities from the Depositor's Depo Account as a result of such securities transfer

in the custody accounting system of the place of safekeeping depository or securities re-registration in the registry system from a personal account (depo account) of the Custodian’s nominee holder to the account of the Depositor, its nominee holder, or the Depositor's counterparty.

7.2.2.1. The Custodian shall execute the following transactions to remove securities from safekeeping and accounting of securities:

- removal from safekeeping and accounting of bearer securities with mandatory centralized custody
- removal of registered securities from safekeeping and accounting.

7.2.2.2. Removal from safekeeping and accounting of bearer securities is executed subject to:

- Instructions of the Transaction Initiator; and/or
- report on the transaction performed on the Depo Account of the Custodian’s nominee holder in the Place of Safekeeping Depository (in case of corporate action).

7.2.2.3 Registered securities are removed from safekeeping and accounting subject to:

- Instructions of the Transaction Initiator; and/or
- Abstracts from the register of securities holders or the report of the place of safekeeping depository on the write-off of securities from the personal account of the Custodian’s nominee holder in the registrar or from the depo account of the Custodian’s nominee holder; or confirmation by the executive body implementing the maintenance of the state register of legal entities, information on the liquidation of a legal entity issuer (in case the issuer is liquidated).

7.2.2.4. In addition to the transaction report, the Transaction Initiator may be issued a registrar’s notice of the securities debit from a personal account of the Custodian’s nominee holder, or a report of the executed transaction on the Depo Account of the Custodian’s nominee holder in the place of safekeeping depository.

7.2.2.5. Actions to re-register/transfer securities shall be carried out by the Custodian on their own after receiving the Depositor's Instruction to remove securities from safekeeping and accounting. The Custodian shall also take steps to obtain from the place of safekeeping depository or from the registrar documents confirming the securities debit from the personal account (depo account) of the Custodian’s nominee holder.

7.2.2.6. In the event of a refusal from the place of safekeeping depository or from the registrar to debit securities from the personal account (depo account) of the Custodian’s nominee holder to the account of the Depositor's counterparty, the Custodian shall suspend execution of the Depositor's instruction and shall act in accordance with clause 6.5.8 of these Regulations.



### **7.2.3. Securities transfer (internal transfer)**

*Transaction details:* A securities transfer transaction is a transfer of securities from a Depositor's Depo Account to another Depositor's Depo Account or a transfer of securities between Depo Accounts/Depo Subaccounts of the same Depositor within the Custodian.

*Note:* Internal transfers in the Custodian are only possible with securities located in the same place of safekeeping. If one Depositor keeps securities in the register, while the other keeps them in a third-party depository, or if the securities are held in different nominee holder's depo accounts (subaccounts) opened for the Custodian in the Place of Safekeeping Depository, only an external transfer is possible. The same is true for the movement of securities belonging to the same Depositor but placed in different places of safekeeping.

When securities are transferred within the same Depo Account (between the Depo Subaccounts), they are simultaneously debited from one Face-account and credited to another one without changing the place of safekeeping.

The securities transfer transaction shall be carried out subject to the Instruction of the Transaction Initiator from whose Depo Account the Securities are debited and the Instruction of the Depositor to whose Depo Account the securities are credited. A Depositor making an internal transfer between their own accounts/subaccounts submits two instructions, one to the debited Depo Account, and the other one to the credited Depo Account.

The custody transaction is completed once the transaction execution report is transmitted to the Depositor(s).

## **7.3. Transactions to record and remove encumbrances and/or restrictions on securities disposal**

### **7.3.1. Transactions to record encumbrances and/or restrictions on securities disposal**

*Transaction details:* Transactions to record encumbrances and/or restrictions on securities disposal and/or suspension of transactions with securities (hereinafter in these Regulations any such transaction is referred to as “block” or “blocking”) mean the Custodian's actions to impose restrictions on the execution of securities transactions on the Depositor's Depo Account and other accounts opened in the Custodian. The block is executed by transferring securities to the corresponding subaccount.

The Custodian uses the following types of securities blocks and the Custodian shall additionally introduce other subaccount types for blocking as necessary and determine the conditions to introduce and terminate blocking based on the decision of the head of the Custodian:

#### **7.3.1.1 Blocked by client's instruction**

*Blocking conditions* mean certain events specified in the Depositor's instruction, after the occurrence of which securities should be blocked.

*Reason to block* means the Depositor shall issue an instruction to the Custodian indicating the quantity and type of securities to be blocked. The blocking instruction must specify the conditions under which the encumbrance of securities is terminated (in case of a certain event, compliance with the terms of the contract, etc.). If the Depositor refers to a specific document when specifying the release conditions, a copy of such document shall be attached to the order. The basis may also be the Depositor's Instruction to participate in a corporate action providing for the subsequent transfer of securities to the issuer or a third party under the terms of the relevant corporate action.

*Reason to terminate block* means an instruction of the Depositor or their authorized representative indicating the conditions for termination of the blocking (for example, fulfillment of obligations by the Depositor). If necessary, it is also provided with additional documentary confirmation of the termination of the blocking. In the case of blocking of securities as instructed by the client for participation in a corporate action, the basis for the release and transfer to the “Blocked for corporate action” subaccount is a report from the place of safekeeping depository or the registrar confirming the blocking on the account of the nominee holder or the personal account of the Custodian.

**7.3.1.2. Blocked by order of governmental bodies (other persons authorized by the Legislation)**

*Blocking conditions* are the conditions established by the relevant order of governmental bodies (other persons authorized by the Legislation).

*Reason to block* is an order of governmental bodies (other persons authorized by the Legislation) establishing the conditions for restricting securities disposal.

*Reason to terminate block* is the order of governmental bodies (other persons authorized by the Legislation) establishing the conditions for lifting the restriction from securities disposal.

**7.3.1.3. Blocked for corporate actions**

*Conditions to initiate/terminate blocking* are the conditions to initiate/terminate blocking as established by the Legislation for the purposes of corporate actions, including suspension and resumption of transactions with securities in case of the Issuer reorganization.

*Reasons to block and unblock* are a report from the place of safekeeping depository or the registrar confirming the blocking/unblocking on the nominee holder account or the personal account of the Custodian and/or debiting the securities as part of fulfilling the terms of the corporate action.

**7.3.1.4. Blocked due to restriction of disposal**

*Conditions and reasons to block / unblock* are the conditions and the reasons to initiate / terminate blocking as established by the Legislation and other documents stipulated the necessity to restrict disposal of securities.

**7.3.1.5. Blocked due to restriction of disposal of encumbered securities**

*Blocking and unblocking conditions* are the conditions and reasons to initiate/terminate the blocking as established by the Legislation and other documents specifying the need to record the encumbrance on securities and restrict their disposal. Securities are transferred to this subaccount from subaccounts specified in clauses 7.3.1.1. to 7.3.1.3. of this section if it is necessary to record a restriction to dispose of the encumbered securities.

**7.3.1.6. Blocked due to calculations**

*Blocking and unblocking conditions* are the conditions established by law and the conditions for carrying out the activities of the place of safekeeping depository, within the framework of securities settlements.

*Reasons to block and unblock* are a report from the place of safekeeping depository or the registrar confirming the blocking/unblocking on the nominee holder account or the personal account of the Custodian.

**7.3.1.7. Blocked for distribution to customers**

*Conditions for blocking and unblocking* are the conditions established by law and conditions to pursue the activities of the place of safekeeping depository within the framework of corporate actions.

*Reasons to block and unblock* are a report from the place of safekeeping depository or the registrar confirming the blocking/unblocking on nominee holder account or the personal account of the Custodian and/or the occurrence of unblocking conditions within the framework of corporate actions.

**7.3.1.8. Blocked due to freeze (block) of assets**

*Conditions and reason to block* are inclusion of the Depositor in the list of organizations and individuals with which respect information exists that they are involved in extremist activities or terrorism or have links to an organization or an individual with which respect a decision is adopted in accordance with Federal Law 115-FZ by the interdepartmental coordinating body performing the activities to combat terrorism financing to freeze (block) cash funds or another property, or to an organization or an individual included in the lists of organizations and individuals connected to terrorist organizations and terrorists or proliferation of mass destruction weapons (together as the Lists) that are compiled as part of exercise of the powers stipulated by Chapter VII of the UN Charter, the UN Security Council or bodies specially set up by resolutions of the UN Security Council.

**7.3.2. Transactions to remove block, encumbrances and/or restrictions on securities disposal**

*Transaction details to terminate securities blocking*: A transaction to terminate securities blocking means the Custodian’s actions to terminate the previously introduced restrictions on transactions with securities in the Depositor's Depo Account.

The transaction to terminate securities blocking is executed subject to the Instruction of the Custody Transaction Initiator or may be made contingent on a certain date or event.

The transaction to initiate/terminate securities blocking is completed once the transaction execution report is transmitted to the Custody Transaction Initiator.

## 7.4. Global transactions

### 7.4.1. Conversion of securities

*Transaction details:* A securities conversion transaction means the Custodian’s actions related to replacing (crediting, debiting) in the Depo Accounts of securities from one issue with securities from another issue in accordance with the specified ratio.

7.4.1.1. Conversion may be performed by:

- in relation to the securities of the same issuer issuing securities to be further converted into other securities of the same issuer,
- in relation to securities of various issuers, during the reorganization of issuers (merger, accession, etc.).

7.4.1.2. It is possible both mandatory conversion of securities and voluntary, carried out only in relation to securities whose owners have agreed to conversion.

7.4.1.3. When converting the entire issue of securities in circulation, the Custodian must execute the conversion transaction in respect of all the Depositors holding the securities of that issue in their Depo Accounts within one business day from the date of receipt from the registrar or the place of safekeeping depository of documents confirming the completion of the conversion at the place of safekeeping.

7.4.1.4. In the event that conversion is made at the request of the Depositor, the Custodian shall make the necessary records on the Depo Accounts only in respect of that Depositor within one business day from the date the documents confirming conversion is completed at the place of safekeeping are received from the registrar or the place of safekeeping depository.

7.4.1.5. The conversion transaction is executed subject to:

- the issuer’s resolution to perform conversion and the duly registered resolution to issue the issuer's securities (prospectus)
- notice to the registrar of the securities conversion transaction in the Custodian's personal account or of the report of the executed conversion on the depo account of the Custodian's nominee holder in the Place of Safekeeping Depository
- statements by the securities holder about their intention to convert the securities owned by them in accordance with the issue terms and conditions (in case of voluntary conversion).

7.4.1.6. The conversion transaction is completed when the transaction execution report is transmitted to the Depositor.

### 7.4.2. Merger of additional issues of equity securities

*Transaction details:* A transaction to merge additional issues of equity securities represents the Custodian’s actions to debit securities from personal accounts, cancel state registration numbers and credit them to a new personal account intended to record the securities issue with a single state registration number.

7.4.2.1. The transaction to merge additional issues of equity securities includes the following actions of the Custodian:

- accepting a single issue of securities for servicing
- performing the transaction of combining issues of equity securities according to the content of the transaction specified above
- removing all additional equity securities issues from servicing
- reconciling the total number of the issuer's securities recorded in the Depo Accounts before and after the transaction
- reconciling the number of the issuer’s securities specified in the notice from the Registrar or the place of safekeeping depository on merger of additional issues of equity securities, with the number of the issuer’s securities recorded in the Depositors’ Depo Accounts.

7.4.2.2. The transaction to merge additional issues of equity securities is executed subject to the notice of the Registrar or the depository where the nominee holder’s depo account is opened (Place of Safekeeping Depository) of the merger of additional securities issues.

7.4.2.3. The Custodian shall perform the operation of merging additional issues of equity securities in such a way as to retain in the custody accounting system, in the Depositors’ Depo Accounts, information on securities accounting and transactions with them until the additional issues of equity securities are merged.

7.4.2.4. The transaction to merge additional issues of equity securities shall be executed by the

Custodian within one (1) business day from the date the notice of the Registrar or the Place of Safekeeping Depository is received.

7.4.2.5. The transaction to merge additional issues of equity securities is the transfer of the transaction performance report to the Depositor.

**7.4.3. Cancellation of individual number (code) of additional issue of equity securities**

*Transaction details:* A transaction to cancel the individual number (code) of the additional issue of the issuer's equity securities means the Custodian's actions to debit securities with cancelled individual numbers from the Face-accounts (by codes) and crediting to the Depo Accounts of the Depositors holding the additional issue securities of the main issue securities in an amount equal to the number of written-off securities of the additional issue with the individual number (code) to be cancelled.

7.4.3.1. The transaction to cancel the individual number (code) of the additional issue of the equity securities includes the following actions of the Custodian:

- performing an individual number cancellation transaction according to the transaction details specified above
- withdrawal from service of additional issue of securities with cancelled individual number (code)
- reconciliation of the total number of the issuer's securities recorded in the Depo Accounts before and after the transaction
- reconciliation of the number of the issuer's securities specified in the notice to the Registrar or Place of Safekeeping Depository on the merger of issues of securities with the number of the issuer's securities recorded in the Depositors' Depo Accounts.

7.4.3.2. The transaction to cancel the number (code) of the additional issue of the issuer's equity securities shall be executed subject to notification of the Registrar or the Place of Safekeeping Depository, on cancellation of the number (code) of the additional issue of securities.

7.4.3.3. The Custodian shall execute the transaction to cancel the code of the additional securities issue in such a way as to retain information on the additional issue securities accounting and relevant transactions in the custody accounting system, on the Depositors' Depo Accounts, before cancelling the additional issue code.

7.4.3.4. The Custodian shall execute the transaction to cancel the number (code) of the additional securities issue within one (1) business day from the date the notice from the Registrar or the Place of Safekeeping Depository is received.

7.4.3.5. The transaction to cancel the number (code) of the additional securities issue shall be completed when the transaction execution report is transmitted to the Depositor.

#### **7.4.4. Securities redemption (cancellation)**

*Transaction details:* A transaction to redeem (cancel) securities is the Custodian’s action to debit securities from a redeemed (cancelled) issue from the Depositors’ Depo Accounts.

7.4.4.1. Securities are to be redeemed (cancelled) in the following cases:

- as established in the terms and conditions of the securities issue
- the issuer is liquidated
- the issuer decides to cancel or redeem the securities
- the state registration body deems the securities issue to have failed
- the securities issue is invalidated by the court.

7.4.4.2. The transaction to redeem (cancel) securities is executed subject to:

- the issuer's resolutions
- documents confirming the fact of securities redemption by the issuer
- notice from the Registrar of the transaction to redeem (cancel) securities in the Custodian's personal account or a report of the completed redemption (cancellation) transaction in the depo account of the Custodian's nominee holder in the Place of Safekeeping Depository.

7.4.4.3. The transaction to redeem (cancel) securities shall be completed when the transaction execution report is transmitted to the Depositor in cases when at least one Depositor had securities that have been redeemed (cancelled) by the Custodian in the Depo Account.

#### **7.4.5. Securities split or consolidation**

*Transaction details:* A transaction to split or consolidate securities represents the Custodian’s actions to record in the custody accounting records the securities conversion made by the issuer from a larger or smaller denomination into securities of a smaller or larger denomination, respectively, using a specific ratio so that the total par value of all securities would not change.

7.4.5.1. The transaction to split or consolidate securities includes the following actions of the Custodian:

- accepting the securities issue with a new face value for servicing in the Custodian
- writing off all securities of the convertible issue in the custody accounting system
- crediting the securities of the new issue with a new face value to depo accounts of all the Depositors holding the securities of the written-off issue in an amount equal to the number of written-off securities multiplied by the conversion factor
- removing the securities issue with the old face value from servicing
- reconciling the number of the issuer’s securities specified in the notice of the Registrar or the Place of Safekeeping Depository on the executed conversion with the number of the issuer’s securities recorded in the Depositors’ Depo Accounts.

7.4.5.2. The Custodian shall make records on the Depo Accounts reflecting changes resulting from the split or consolidation of securities within one business day of receipt of the report from the Registrar or from the Place of Safekeeping Depository.

7.4.5.3. The transaction to split or consolidate securities shall be subject to:

- the issuer's resolution
- notice of the Registrar of the executed securities split or consolidation transaction in the Custodian's personal account or a report on the completed

- securities split or consolidation transaction in the depo account of the Custodian’s nominee holder in the Place of Safekeeping Depository.

7.4.5.4. The transaction to split or consolidate securities shall be completed when the transaction execution report is transmitted to the Depositor.

#### **7.4.6. Income accrual by securities**

*Transaction details:* A transaction to accrue income in securities is the Custodian's action to transfer additional securities to the Depositors’ Depo Accounts, which account for the securities on which the income is accrued, in accordance with the issuer's decision on the payment of income by the securities.

7.4.6.1. The transaction to pay income in securities is executed subject to:

- the issuer's resolutions
- notice of the Registrar of the executed transaction of the income payment by the securities in the Custodian's personal account or a report on completed transaction of the income accrual by securities in the depo account of the Custodian's nominee holder in the Place of Safekeeping Depository

7.4.6.2. The transaction to accrue income in securities includes the following actions of the Custodian:

- accepting the securities issue used to pay income in accordance with the issuer's resolution (if the income is paid by newly issued securities) for servicing in the Custodian
- crediting the securities used to pay the income to the Depo Accounts of all Depositors where the securities on which the income is paid are recorded in an amount equal to the number of existing securities multiplied by the income payment factor
- reconciling the number of the issuer’s securities specified in the notice to the Registrar or Place of Safekeeping Depository on accrued income with the number of the issuer’s securities recorded in the Depositors’ Depo Accounts.

7.4.6.3. The Custodian shall amend the records of the Depo Accounts within one business day from the receipt of the report from the Registrar or the Place of Safekeeping Depository.

7.4.6.4. The transaction to accrue income in securities shall be completed when the transaction execution report is transmitted to the Depositor.

#### **7.4.7. Bonus issue**

*Transaction details:* A bonus issue transaction represents the Custodian’s action to transfer additional securities to the Depositors’ Depo Accounts used to record the issuer's securities in accordance with the issuer's decision to increase their authorized capital by placing additional securities among all the existing holders in equal proportions.

7.4.7.1. The bonus issue transaction is executed subject to:

- the issuer's resolutions
- notice of the Registrar of the executed transaction to credit additional securities to the Custodian's personal account or a report on additional securities credited to the depo account of the Custodian's nominee holder in the Place of Safekeeping Depository

7.4.7.2. The bonus issue transaction includes the following actions of the Custodian:

- accepting the new securities issue to be placed as a result of the bonus issue for servicing at the Custodian
- crediting securities from the new issue to all the Depositors’ Depo Accounts used to record the issuer's securities in the amount equal to the number of existing securities multiplied by the issue factor

- reconciling the number of the issuer’s securities specified in the notice of the Registrar or the Place of Safekeeping Depository on the completed bonus issue with the number of the issuer’s securities recorded in the Depositors’ Depo Accounts.

7.4.7.3. The Custodian shall amend the records of the Depo Accounts within one business day from the receipt of the report from the Registrar or the Place of Safekeeping Depository.

7.4.7.4. The bonus issue transaction shall be completed when the transaction execution report is transmitted to the Depositor.

#### **7.4.8. Moving securities**

*Transaction details:* A transaction to move securities is the Custodian’s action to change the place of securities safekeeping.

7.4.8.1. When securities are moved, the number of securities recorded in the Depositor's Depo Account does not change. The securities being moved are debited from one depo account of the place of safekeeping and credited to another depo account of the place of safekeeping. At the same time, for all securities recorded in the old place of safekeeping, the place of safekeeping code is changed to a new one.

7.4.8.2. The transaction to move securities is subject to:

- an official notice from the Issuer on the change of the Registrar, or a notice of the Place of Safekeeping Depository that servicing the securities issue is terminated and it is transferred to another depository
- a notice of the Registrar of the transaction executed on the Custodian’s Face-account or a report of the transaction executed on the depo account of the Custodian's nominee holder in the Place of Safekeeping Depository.

### **7.5. Information Transactions**

While preparing the report, the Custodian adheres to the following principles:

- information on securities movement in the Depo Account is displayed as at the transaction date
- transaction data with different types of securities are included in the report as separate blocks
- drawing up various reports, including those indicated below are not recognized as information transactions and do not require corresponding execution unless such reports are prepared as instructed by the Depositors or the authorized governmental bodies but are used by the Custodian for internal purposes in their everyday work.

The reports are submitted subject to:

- performing a custody transaction on the Depo Account
- a written request by the Depositor or a person authorized by the Depositor
- request of officials of state or other authorities in accordance with the Legislation
- at the initiative of the Custodian in order to reconcile the availability of securities in the Depositors’ Depo Accounts.

#### **7.5.1. Formation of depo account statement**

*Transaction details:* A transaction to generate a Depo Account statement is the Custodian’s action to prepare and issue information on the Depo Account status to the Depositor.

7.5.1.1. Depositors are provided with a statement of the status of the Depo Account on a certain date and contains information on the number of securities on this depo account at the end of the operational day for the corresponding calendar date.

7.5.1.2. There may be several types of Depo Account statement:

- all securities in the Depo Account
- one type of securities
- all types of securities of the same issuer.

7.5.1.3. The transaction to generate a Depo Account statement is executed subject to

- the Instruction of the Transaction Initiator

7.5.1.4. The custody transaction to generate a Depo Account statement is completed by transmitting the Depo Account statement to the Transaction Initiator. The statement is issued in paper form or in the form of a message in the SWIFT system (Appendix 5 to these Regulations).

### **7.5.2. Generating report on Depositor’s depo account transactions**

*Transaction details:* A transaction to generate a report on the Depositor's Depo Account transactions is the Custodian's action to process and provide the transaction initiator with information on changes in the Depo Account.

7.5.2.1. The Depositor’s Depo Account transaction report may be issued:

- for a single operation
- for transactions over a certain period.

7.5.2.2. The transaction to generate a report on the Depositor's Depo Account transactions is executed subject to:

- the Instruction of the Transaction Initiator

7.5.2.3. The custody transaction to generate a report on the Depo Account transactions is completed by transmitting the Depo Account statement to the Transaction Initiator. The transaction report is issued in paper form or in the form of a message in the SWIFT system (Appendix 6 to these Regulations).

### **7.5.3. Forming a list of securities holders and other persons**

*Transaction details:* The Custodian’s transaction to generate a list with the following information:

- on Depositors to be included into the list of securities holders and other persons exercising rights to securities in cases stipulated by the Legislation
- persons to be included into the list of securities holders and other persons exercising rights under securities received by the Custodian from its depositors
- number of securities owned by persons included in the list
- other information in accordance with the requirements established by the Legislation.

In addition to the list, the Custodian, being the nominee holder, shall provide information on nominee holders, foreign nominee holders and holders of depo account (s) of depository programs that have not provided the information to be included in the list, as well as on securities recorded by the Custodian in the accounts of unidentified persons.

7.5.3.1. The operation to generate the list is executed subject to the request of the person with whom the Custodian has a personal account (depo account) as a nominee holder of securities or of other persons provided by the Legislation. The Custodian may also initiate a transaction to form and provide a list of securities holders and other persons exercising rights in securities in cases where the Legislation establishes that the right to demand performance on securities is held by persons fixed at a certain date as persons exercising rights in securities. The list of securities holders and other persons exercising rights in securities in such case may be provided by the Custodian to the Place of Safekeeping Depository or to the registrar on any day on or before the date prior to which the bulletins, requirements, and other documents indicating the will of the persons exercising rights in securities must be received.

### **7.5.4. Information provided by the Custodian on corporate actions; assistance to Depositors in exercising rights to securities**

7.5.4.1. The Custodian shall provide the Depositors with the information necessary to enable them and / or other persons exercising securities rights to exercise securities rights and to assist such persons in the exercise of their rights.

7.5.4.2. To obtain information about corporate actions of the Securities Issuers, the Custodian shall use the following sources of information:

- Central Securities Depository



- the regulator
- Issuers of securities
- Registrars
- Third-party depositories
- officially accredited news agencies
- Russian mass media.

7.5.4.3. Upon receipt of formal notice of an upcoming corporate event, the Custodian shall notify the Depositors thereof within one (1) business day of receipt of such notice unless the Legislation specifies otherwise.

7.5.4.4. Communications about upcoming corporate actions (the “Communication”) shall be sent to the Depositors by one or several electronic means (SWIFT, e-mail, or fax) at the Custodian’s discretion.

7.5.4.5. The Custodian shall not be obliged to verify the information contained in the official notices received from the Issuer or its Registrar directly or through a third-party Custodian and shall not be liable to the Depositor for the accuracy and completeness of the information transmitted to it by the Issuer, the Central Securities Depository, the Registrar, or a third-party Custodian.

7.5.4.6. The Custodian is obliged to report to the Depositors on the results of the completed corporate action. The report shall be provided within one (1) business day from the day of execution of a transaction at a respective depo account.

7.5.4.7. If the Custodian receives a report on the results of votes of the general shareholders’ meeting, the Custodian shall provide it to the Depositor included in the list of persons entitled to participate in the general meeting of shareholders by one or several electronic means (SWIFT, e-mail or fax) at the Custodian’s discretion, within the period of time after its receipt by the Custodian prescribed by the Legislation. The Depositor may refuse to receive a report on voting results by sending a corresponding Conditional Instruction.

7.5.4.8. The report on the results of the completed corporate action shall be sent to the Depositors by one or several electronic means (e.g. SWIFT or by fax) at the Custodian’s discretion.

7.5.4.9. All expenses incurred by the Custodian in connection with the performance of the functions provided for in clause 7.5.4 of these Regulations shall be reimbursed by the Depositor on or before the last business day of the month following the month during which the Custodian issued an invoice.

7.5.4.10. The Custodian may notify the Depositor of:

- any changes in the market practice, calculation methods, changes in the re-registration process that became known to it
- any changes in the applicable Legislation, any rules affecting the stock market investment regime, including the foreign investment regime
- any changes in general banking and/or securities market practices
- any personnel changes in the Custodian affecting the maintenance of the Depositor’s Depo Accounts.

#### ***Corporate actions by proxy***

7.5.4.11. Corporate actions by proxy mean actions of the Issuer or another third party (hereinafter referred to as Another party), in which the securities holder and other persons exercising rights in securities are granted a right to decide whether to participate in a corporate action or not, as well as to choose how and to what extent they would participate.

7.5.4.12. To participate in a corporate action by proxy, the Custodian shall provide, within the time limit set for providing information on the corporate action,

a full description of the options to the Depositor, while the Depositor shall submit to the Custodian a notification (instruction) unequivocally indicating the choice of the securities holders and other persons exercising rights to securities as to whether and how such persons will participate in this corporate action.

7.5.4.13. The corporate actions by proxy include:

- general meetings of shareholders
- general meetings of bond holders
- Issuers’ proposals to repurchase their own securities, as well as proposals of Other parties to repurchase the Issuers’ shares
- preferential right to acquire the Issuers’ newly placed securities that arise for the existing holders of such Issuer's securities
- voluntary conversions of the Issuers’ securities into other securities of the same Issuers or into securities of other Issuers

This list is not exhaustive.

7.5.4.14. In the notice of corporate action by proxy, in addition to describing the event itself, the Custodian shall specify the date, by which the Depositor shall instruct the Custodian of their choice.

7.5.4.15. According to the Depositor's instruction received on or before the date set by the Custodian for this purpose, the Custodian shall make every reasonable effort to facilitate the exercise of the Depositors’ rights as required by the Legislation and the manner in which the corporate event is conducted as determined by the Issuer and / or Another party. The Depositor shall provide the Custodian with the documents and information requested by the Issuer and / or Another party and necessary to exercise rights vested by the securities before the deadline specified by the Custodian. The Custodian shall not be liable if the Issuers and other persons defined by the procedure for conducting a corporate event or the agreement with the fail to accept the documents and information provided by the Depositor.

7.5.4.16. If the Custodian does not receive any instructions from the Depositor after the expiry of the period set by the Custodian for such purposes, the Custodian shall consider that the Depositor and/or other persons exercising rights to securities are unwilling to participate in the corporate event and will not take any action to ensure the exercise of the rights vested by securities in that case. At the same time, the Custodian shall be released from liability to the Depositor and such other persons for any rights they did not exercise and for possible loss incurred in this regard.

#### ***Mandatory corporate actions***

7.5.4.17. Mandatory corporate actions are the issuer’s actions that, as a rule, are taken through a decision of the general shareholders’ meeting and that affect all holders of securities and do not give an option whether to participate or not.

7.5.4.18. The actions to be taken to ensure the exercise of the rights to participate in the obligatory corporate action shall be carried out by the Custodian in the manner established by the Issuer's decision to carry out such corporate action in accordance with the Legislation.

#### ***Payment of income on securities***

7.5.4.19. The Custodian shall notify the Depositor of the forthcoming payments of income on securities.

7.5.4.20. Within one (1) business day upon receiving the income amount, the Custodian shall reconcile the received funds with the data on expected payment of income received from the Securities Issuer. In case of non-conformity of the received amount with official data, the Custodian shall take all actions necessary to clarify the reasons for the discrepancy directly with the payment source or its authorized payment agent (Issuer, Registrar, payment agent). In case of delay in settling the disputed income situation, the Custodian shall inform the Depositor accordingly.

7.5.4.21. the Custodian shall transfer funds received in favor of the Depositor as income on securities to the account specified by the Depositor. The procedure and timing for transfer of securities payments to the Depositor is determined by the Legislation and the Depo Account Agreement.

7.5.4.22. Within the limits permitted by the Legislation and the provisions of the international treaties (agreements) concluded by the Russian Federation and governing tax matters, the Custodian shall make every reasonable effort and assist the Depositor (or other persons entitled to such income) in obtaining exemption from withholding taxes or benefits when paying such taxes in the territory of the Russian Federation. For this purpose, the Depositor shall submit to the Custodian a legalized/apostilled confirmation verified by the competent authority of the relevant foreign state that, at the time of payment of the income, the Depositor (or other person entitled to such income) had a permanent residence in the state with which the Russian Federation has an international tax agreement (agreement). At the request of the Custodian, the Depositor shall ensure that the forms, statements and documents certified by the competent authority of the relevant foreign state, legalized/apostilled, are made available to the Custodian and/or the Issuer for such purposes within the time limits set by the Custodian.

7.5.4.23. All expenses incurred in connection with the filing of applications, forms and documents pursuant to clause 7.5.4.22 of these Regulations, including, but not limited to, interpreters' fees and travel expenses, shall be reimbursed by the Depositor no later than the last business day of the month following the month in which the reimbursement was invoiced by the Custodian.

7.5.4.24. If there are no grounds to receive any withholding tax exemption or benefits for payment of such taxes in the territory of the Russian Federation (including failure to submit forms, applications and documents according to clause 7.5.4.22 of these Regulations), the income taxes will be withheld in accordance with the Legislation.

7.5.4.25. Tax assessment and payment of the assessed tax amounts in case of its re-assessment shall be performed by the Custodian acting as a tax agent in the manner established by the Legislation and the Depo Account Agreement.

## **8. Asset Reconciliation and Contra Entries**

8.1. The Custodian's reconciliation procedure shall be carried out by receiving a certificate of transactions in the personal account (nominee holder's depo account) or a statement on the personal account (nominee holder's depo account) from a higher-ranking Custodian or from the Registrar without the Custodian requesting the said certificate or statement.

Subject to the latest certificate of transactions on nominee holder's personal account (depo account) provided to the Custodian or statement on the personal account (nominee holder's depo account), the Custodian reconciles the number of securities recorded by the Custodian in the Depo Accounts under which the rights to securities are recorded and the unidentified persons account with the number of the same securities recorded in the personal accounts (nominee holder's Depo Accounts) opened to the Custodian and accounts opened to it by a foreign entity accounting for securities rights as a person acting in the interests of others. Reconciliation shall be performed by the Custodian for each business day. Reconciliation results are to be recorded.

8.2. If the number of securities recorded by the Custodian in the Depo Accounts for which the rights to securities and the unidentified persons account are recorded, there is more of the same securities recorded in the Depo Accounts of the nominee holder, open to the Custodian and accounts opened to it by a foreign entity accounting for securities rights, as a person acting for the benefit of other persons, the Custodian shall perform the following actions:

8.2.1. Write off such securities pro rata from the Depo Accounts for which securities rights are recorded and accounts of unidentified persons in an amount equal to the excess of the total number of such securities on his Depo Accounts of the nominee holder and accounts, opened to him by a foreign organization accounting for the rights to securities, as a person acting in the interests of other persons, within a period not exceeding one (1) business day from the day on which the said excess was detected. At the same time, the Custodian is not allowed to make entries on the Depo Accounts and the unidentified person accounts in relation to securities for which an excess was made from the day when the excess of securities was identified to the moment

securities are written off under this subclause, except for records entered for the purpose of such a write-off.

8.2.2. Credit the same securities to the Depo Accounts and the unidentified persons account from which the securities have been written off in accordance with clause 8.2.1 hereof in an amount equal to the number of securities debited from the relevant accounts, within a period not exceeding one (1) year from the date when the specified excess was identified or, at its own disposal, reimburses the Depositor for losses. In the event that the Custodian has not credited the required securities within the specified time frame, the Custodian shall reimburse the losses caused to the Depositor. The Depositor's losses are defined as the market value of the relevant securities, in good faith and commercially reasonably determined by the Bank, and in the event of a dispute on this issue, such value as determined by the court in accordance with the provisions of the Depo Account Agreement for dispute resolution.

8.2.3. If, as a result of the Custodian's recourse to the person concerned (the place of safekeeping depository, the registrar, etc.) in connection with the corrective write-off of securities will be established, that (1) the Custodian's losses shall be less than that of the Depositor refunded in kind and/or in cash, or (2) the person concerned is not liable to the Custodian for the occurrence of circumstances, requiring a corrective write-off of securities, the Depositor shall (1) pay to the Depositor the difference between losses, actually refunded to the Custodian by the relevant person, and refunds in the form of securities or money, provided by the Custodian to the Depositor, or (2) to pay to the Custodian an amount equal to the amount paid by the Custodian to the Depositor to cover losses.

8.3. In cases where the number of securities recorded in the Place of Safekeeping Account exceeds the number of the same securities recorded in the Depo Accounts and the unidentified persons account, the Custodian shall book the extra securities to the unidentified persons account until the reason for discrepancy is clarified and the documents are received to justify the removal of such securities from the unidentified persons account. The grounds and the terms of crediting and withdrawal of securities shall apply as stipulated by the Legislation.

8.4. In case of discrepancy between the number of securities recorded in the Depositors' Depo Accounts and the number of securities in the depo accounts of places of safekeeping, work is carried out to find out the reasons that caused this discrepancy and their elimination.

8.5. The Custodian may, in the event of errors in the record which may be corrected, before the end of the business day following the day of such record, and provided that the person to whom the Depo Account is opened has not been sent a report on the transaction executed or a statement of the Depo Account reflecting the erroneous data, make contra entries on the relevant account(s) necessary to eliminate the error.

8.6. In cases not provided for in clause 8.5 of these Regulations, if an error that may be corrected is found in the record the Custodian shall be entitled to make contra entries necessary to eliminate the error, only with the consent of the Depositor or in accordance with the Legislation or the Depo Account Agreement.

8.7. Upon receiving the Custodian's reporting document, the Depositor shall reconcile the data contained in the reporting document for type, quantity and code of securities with the data of its own accounting, including those depo accounts of the holders the Depositor maintains, no later than the next business day after receipt of the reporting document.

8.8. In the event of any discrepancy, the Depositor shall notify the Custodian of such a discrepancy within the next business day. The data transmitted by the Custodian to the Depositor shall be deemed appropriate unless an error has been made by the Custodian in the conduct of the custody transaction.

8.9. In the event that an erroneous credit is found in the Depo Account of a foreign nominee holder, foreign authorized holder or depo account of securities depository programs, the Depositor agrees that the Custodian has the right to make contra entries in the Depo Accounts by providing the Depositor with a report/statement on its Depo Account.

## **9. Procedure for Handling Depositors’ Communications (Complaints)**

### **9.1. General provisions**

9.1.1. The Custodian reviews communications (complaints) in accordance with the Legislation.

9.1.2. The main purpose of reviewing communications (complaints) of the Depositors is to eliminate the violations that made the Depositors file them.

9.1.3. Communications (Complaints) submitted in accordance with the established procedure are subject to mandatory consideration. No refusal to receive communications (complaints) shall be permitted except on reasons stipulated in Clause 9.2.3.

9.1.4. The procedure for dealing with communications (complaints) arising from persons entering into contractual relations with the Custodian other than the Custodian's custody activities shall be governed by the provisions of the relevant contracts and agreements. With the consent of the parties in writing, such communications (complaints) may be dealt with in accordance with this Procedure for reviewing the Depositors’ communications (complaints).

### **9.2. Procedure for Submitting Depositors’ Communication (Complaints)**

9.2.1. If the Depositor does not agree with the Custodian's actions and / or if it is necessary to receive information relevant to the Depositor under the Depo Account Agreement, the Depositor may file a communication (complaint) in writing with the Custodian at the addresses indicated in the section “Contact details” at the website of the Bank or by the Bank’s official [info.russia@jpmorgan.com](mailto:info.russia@jpmorgan.com).

9.2.2. A communication (complaint) shall be accompanied by copies of documents confirming the claims asserted

A communication (complaint) shall contain information about the Depositor:

- Full name – for a legal entity;
- Address of location to return an answer.

9.2.3. The Custodian will not reply to a communication (complaint) received in the following cases:

- Communication (complaint) omits identifying features of a financial services recipient (including for a legal entity - a full corporate name and the place of location of a legal entity as well as the address (details) for sending a reply;
- Communication (complaint) contains profane or offensive language, threats to the property of the Custodian, the property, life and (or) health of the Custodian’s employees and members of their families;
- Text of a written communication (complaint) is illegible;
- Communication (complaint) contains a question which was earlier replied in a substantial manner, while a newly received communication (complaint) fails to indicate new arguments or circumstances and all the arguments presented therein have previously been fully and objectively examined, and the applicant has been given response. At the same time, the applicant is sent a notice of dismissing their communication (complaint) with a reference to that earlier response.
- Communication (complaint) contains a question which consideration is not within the responsibility of the Custodian, about which the Depositor is notified;
- Communication (complaint) has no signature (electronic signature if sent by e-mail) of a financial services recipient or its authorized representative (for a legal entity).

9.2.4. The Custodian notifies a client about receipt of a communication (complaint) by the same means of communication (channel) through which such communication (complaint) was received (unless otherwise is indicated in a communication (complaint)) and which enables to record a date of sending back a reply.

In cases where a special inspection or official investigation is required to make a decision on a communication (complaint), the time limit for making a decision may not exceed thirty (30) days from the date

of acceptance/registration of such a communication (complaint), and the applicant is informed thereof no later than three (3) business days from the date the communication (complaint) or appeal is accepted/registered.

9.2.5. The Custodian has the right to request additional documents and information from the applicant when considering their communication (complaint).

9.2.6. Decisions on communications (complaints) that do not require further examination and verification shall be made within fifteen (15) days from the date of their receipt/registration, unless otherwise provided by the Legislation.

9.2.8. Based on the results of consideration of the materials of the communication (complaint) \a decision is made to satisfy the stated requirements (proposals) or to refuse them.

9.2.9. The decision taken and the written response to the applicant on the results of consideration of the application, appeal, or complaint shall be made in writing and signed by an authorized officer on behalf of the Custodian. The Depositor's communication (complaint) may be granted in whole or in part.

9.2.10. The response to the communication (complaint) of the Depositor shall be sent by means of communication, allowing to record the date of submission of the response, or shall be given personally to the applicant (authorized representative of the applicant) under the signature.

9.2.11. In the event that the Depositor fails to comply with the above-mentioned procedure for filing communications (complaints), they shall not be deprived of the right to judicial protection of their violated interests, but the Custodian may invoke these circumstances as having led to the impossibility of correcting the error made and/or claiming securities from a bona fide purchaser.

9.2.12. In case of impossibility of pre-trial settlement of claims and disputes, they shall be resolved in accordance with the procedure established in the Depo Account Agreement or other agreement (contract).

### **9.3. Information activities**

The Custodian operates a Depositor relationship system intended to prevent any conflict situations and the mass receipt of the Depositors' communication (complaints) and request, which includes the following groups of measures:

- improving instructional and methodological materials
- providing the Depositors with instructional and informational materials.

## **10. Control and Reporting**

10.1. The Custodian shall be supervised by:

- bodies whose competence is to control the performance of custody activities (Bank of Russia and/or another regulator)
- Self-regulatory organizations (NAUFOR)
- Supervisor of the Bank's professional securities market participant.

10.2. The Custodian shall report to the regulators in accordance with the Legislation.

## **11. Confidentiality**

11.1. Confidential information about the Depositors' Depo Accounts, including information about transactions under the Depo Accounts, other information about the Depositors, personal data received from Depositors (clients and other persons) for their processing and use, which became known in connection with custody activities, is considered confidential. The Custodian shall ensure the confidentiality of such information.

11.2. Information about the Depositors' Depo Accounts may be provided to the Depositor themselves or their representative. The Custodian may, at the written direction of the Depositor, also transmitted by SWIFT and/or other additionally agreed secure electronic means, provide other persons with information about such a Depositor, as well as about transactions under its Depo Account.

The Depositor hereby gives their consent to the Custodian to transfer information, the content and scope of which are provided by the law of a foreign state (including, but not limited to, the taxation of foreign accounts) to foreign public authorities and/or foreign agents authorized by a foreign public authority for any actions in

relation to the Depositor.

The information referred to in clause 11.1 of these Regulations may be provided by the Custodian to the persons specified in the Depo Account Agreement in the cases specified by it.

11.3. The information referred to in clause 11.1 of these Regulations may also be provided to courts and arbitral tribunals (judges), the regulator, and, with the consent of the head of the investigative body, the preliminary investigation bodies for cases in their proceedings, as well as the internal affairs bodies in the performance of their functions to detect, prevent and suppress crimes in the field of the economy, NAUFOR within its powers when conducting inspections of the Custodian's activities, as well as other persons in accordance with the Legislation.

11.4. Information about the person to whom the Depo Account is opened, as well as information on the number of securities of this Issuer on the specified Depo Account may also be provided to the Issuer, if it is necessary to fulfill the requirements of the Legislation.

11.5. It is not a breach of confidentiality to provide information to third parties in the course of performing the Custodian's obligations under the Depo Account Agreement in accordance with the Regulations.

11.6. The information on the registered securities held in the Depositor's Depo Account and the necessary information on that Depositor shall be transferred to the Registrar or the place of safekeeping depository, which shall compile the register of holders of the registered securities.

11.7. The Custodian shall be liable for damages caused to the Depositor by the disclosure of confidential information. In case of disclosure of confidential information about the Depositors' Depo Accounts, the Depositors whose rights have been violated shall be entitled to demand compensation from the Custodian for damages incurred according to the procedure established by the Legislation.

## **12. Security and Information Protection Measures**

12.1. In order to ensure the integrity of the records and the possibility of their recovery in case of loss due to extraordinary circumstances, the Custodian provides for a certain set of measures described in the Internal Regulations of the Custodian.

12.2. The Custodian shall ensure proper control of access to Custodian records held by the Custodian.

12.3. The procedure for control is described in the Internal Controls Rules of the Custodian, Regulation on an Independent Structural Unit (Custodian).

## **13. Custodian's Fees**

The services rendered by the Custodian shall be paid in the amount and in accordance with the procedure established in the Custodian's tariffs, no later than on the last business day of the second month after the month when the services were rendered and for which the fees were charged. The Depo Account Agreement may provide for other service payment terms and conditions.

## **14. Termination of Custody Activities**

14.1. The Custodian shall terminate its custody activities in the case of:

- suspension of the license to conduct custody activities,
- revocation of the license to conduct custody activities
- expiry of the license to conduct custody activity
- decision to liquidate an organization in which the Custodian is a structural unit.

14.2. In the cases listed in the preceding clause, the Custodian shall:

- from the day the relevant regulator is notified of the suspension or cancellation of the license, the expiration of the license or

- taking a decision to liquidate the organization to cease custody activities (except for information and inventory transactions, in terms of debiting securities from the Depositor's Depo Account at its request, as well as transactions related to the exercise of rights of securities holders on securities belonging to them)
- within three (3) days of receipt of the relevant written notice from the regulator, expiration of the license or decision to liquidate the organization, notify the Depositors, in accordance with the procedure provided for in the Depo Account Agreement, of the suspension, cancellation, expiration of the license for the right to conduct custody activities or the decision to liquidate the organization
- at the same time as the above notice (except in the event of suspension of the license), to invite the Depositors, before the time specified in the notice (in the event of cancellation of the license), to transfer the securities held in their Depo Accounts to personal accounts in the registry system or to a depo account in another Custodian
- in accordance with the Depositor's Instruction, immediately transfer their securities by re-registering the registered securities in the Depositor's name in the registry system or in another Custodian.

14.3. The procedure for interaction of the Custodian with the Registrars and other depositaries in the process of termination of Custodian activity, as well as further actions of the Custodian upon completion of the said process, shall be determined by the Legislation.

14.4. Upon expiration of the terms of transfer of the securities specified in clause 6.4.1 of these Regulations, the Custodian shall cease to perform all transactions with the securities of the Depositors other than information transactions.

14.5. Within 20 days after the securities transfer term expires, the Custodian shall provide to the Place of Safekeeping Depository the lists of Depositors as at the day following the expiry of the securities transfer term, for reconciliation and further transfer to the Registrar.

14.6. Within 30 days after the securities transfer term expires, the Custodian shall provide to the Registrar the lists of Depositors as at the day following the expiry of the securities transfer term.

14.7. The Depositor lists shall be drawn up for each securities issue and shall contain the following information:

- on the Depositor:

*for a legal entity:* full name of organization in accordance with its charter; state registration number and name of the registration authority, date of registration; location; postal address; telephone number, fax number (if any); email address (if any).

- on securities, for each Depositor: quantity, type, category (type) or series, state registration number of the issue of securities, as well as on their encumbrance with obligations and blocking, indicating the grounds for encumbrance and blocking.

At the same time, information on securities held:

- in ownership or subject to property rights of non-proprietors
- in nominal holding with a legal entity Depositor.

14.8. Within three (3) days after sending the Depositor lists, the Custodian shall send a notice to each Depositor by registered letter, unless otherwise provided by agreement with the Depositor; such notice should contain full business name and location of each Registrar to whose personal accounts securities are transferred; numbers and dates of issuance of licenses of a professional participant in the securities market to carry out activities under the register (if any); an indication of the need to submit to the register holders indicated in the notice the documents necessary in accordance with the requirements of regulator regulations for opening a personal account. At the same time as such notice is given, the information on the number of securities transferred for accounting to the register of holders of registered securities or another depository shall be sent to each Depositor.

14.9. Upon receiving a notice from the Registrar that the securities are debited from the Custodian's account and credited to the accounts of the persons specified in the Depositor lists, the Custodian shall cease custody activity on the securities issues specified in the notice.



## Appendix 1. Depo Account Opening Application (sample)\*

For legal entities

[On Depositor Letterhead]

To Head of Custody  
 CB “J.P. Morgan Bank International” (LLC)

**Depositor Name:** \_\_\_\_\_

Tax ID: \_\_\_\_\_

Legal (registered) address: \_\_\_\_\_

**In accordance with the Depo Account Agreement, please open Depo account**

Nominee General depo account	<input type="checkbox"/>
Owner General depo account	<input type="checkbox"/>
Foreign Nominee General depo account	<input type="checkbox"/>
Foreign Authorized Holder General depo account	<input type="checkbox"/>
Depository Program depo account	<input type="checkbox"/>

**Clearing organization**

	NCC	NSD
Nominee Trading depo account	<input type="checkbox"/>	<input type="checkbox"/>
Owner Trading depo account	<input type="checkbox"/>	<input type="checkbox"/>
Foreign Nominee Trading depo account	<input type="checkbox"/>	<input type="checkbox"/>
Foreign Authorized Holder Trading depo account	<input type="checkbox"/>	<input type="checkbox"/>

**Commercial Bank “J.P. Morgan Bank International” (Limited Liability Company)**

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Opening of Depo Account the Depositor agrees with the clause 3.1.2 of the Custody Regulations (Client Rules) of CB “J.P. Morgan Bank International” (LLC).

Opening of Foreign Nominee and/or Authorized Holder and/or Custodian Program depo account the Depositor hereby agrees and confirms his compliance with requirements of clause 3.1.1.2 of the Custody Regulations (Client Rules) of CB “J.P. Morgan Bank International” (LLC).

**List of documents provided for opening depo account with CB “J.P. Morgan Bank International” (LLC) (please specify each document):**

- 
- 
- 

**Full name of authorized representative**

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

**Service remarks (please remove if not applicable)**

Client Domicile (please check with RM and tick):     WHEM  
    EMEA  
    APAC

GTI No(s): \_\_\_\_\_

NAIC No(s): \_\_\_\_\_

CAS ID No(s): \_\_\_\_\_

J.P. Morgan Contracting Entity (if applicable): **Please Select:**

- JPMorgan Chase Bank, N.A.
- J.P. Morgan Bank Luxembourg S.A.
- J.P. Morgan Bank (Ireland) Plc
- J.P. Morgan (Suisse), S.A.

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\* If the application is transmitted through the SWIFT system, then the application is to be generated in accordance with the SWIFT standards

## Appendix 2. Questionnaire for a Legal Entity (sample)

АНКЕТА ЮРИДИЧЕСКОГО ЛИЦА/ ИНОСТРАННОЙ СТРУКТУРЫ БЕЗ ОБРАЗОВАНИЯ ЮРИДИЧЕСКОГО ЛИЦА QUESTIONNAIRE OF A LEGAL ENTITY/ FOREIGN STRUCTURE WITHOUT FORMATION OF LEGAL ENTITY	
<b>Общая информация / General information</b>	
Полное наименование Full official name	
Сокращенное наименование (если имеется) Abbreviated official name (if applicable)	
Наименование на иностранном языке (полное и (или) сокращенное, если имеется) Official name in a foreign language (full and/or abbreviated, if applicable)	
Организационно-правовая форма Form of incorporation	
Дата государственной регистрации Date of state registration	
Место государственной регистрации в соответствии с Уставом (местонахождение) Place of state registration pursuant to Articles of association (place of business)	
Адрес в соответствии с ЕГРЮЛ Legal address	
Если применимо, сведения о лицензиях на право осуществления деятельности, подлежащей лицензированию, в случае, если законодательство Российской Федерации в отношении такой деятельности предусматривает ее наличие If applicable, information on issued licenses for performing licensed activities if the legislation of the Russian Federation in relation to such activity envisages its existence	
Сведения о доменном имени (именах), об указателе страницы сайта в сети "Интернет", с использованием которых юридическим лицом оказываются услуги (при наличии) Information about the domain name (names), about the index of the website page on the Internet, with the use of which the legal entity renders services (if applicable)	
Контактная информация (телефон, факс, адрес электронной почты, почтовый адрес) Contact information ( phone, fax, e-mail, postal address)	

Код ОКПО / OKPO code	
Сведения о статусе Клиента в качестве доверительного собственника (управляющего) и/или протектора иностранной структуры без образования юридического лица Information on client's status of trustee (settler) and/or protector of foreign structure without legal entity formation	
<b>Только для резидентов</b> <b>To be filled by residents only</b>	
Идентификационный номер налогоплательщика Taxpayer identification number (INN)	
Основной государственный регистрационный номер / Main state registration number (OGRN)	
БИК (для кредитных организаций) BIK code (for credit organisations)	
<b>Только для нерезидентов</b> <b>To be filled by non-residents only</b>	
Идентификационный номер налогоплательщика (код иностранной организации, если применимо) / Код (коды) (при наличии) иностранной структуры без образования юридического лица в государстве (на территории) ее регистрации (инкорпорации) в качестве налогоплательщика (или его (их) аналоги). Taxpayer identification number (INN) (foreign entity code, if applicable) / Codes (if exist) of foreign structure without formation of legal entity where registered as taxpayer (or its analogs).	
Номер записи об аккредитации филиала, представительства на территории Российской Федерации (при отсутствии - регистрационный номер по месту учреждения и регистрации) Number of certificate for a branch or representative office accreditation in Russia (if not applicable, registration number in the state of incorporation / residence)	
Регистрационный номер (при наличии), присвоенный иностранной структуре без образования юридического лица в государстве (на территории) ее регистрации (инкорпорации) при регистрации (инкорпорации) The registration number (if exist) assigned to foreign structure without formation of legal entity where it is registered (incorporated)	

<p>Место ведения основной деятельности иностранной структуры без образования юридического лица</p> <p>The place of conducting primary activity of foreign structure without formation of legal entity</p>	
<p>Состав имущества, находящегося в управлении (собственности), фамилия, имя, отчество (при наличии) (наименование) и адрес места жительства (места нахождения) учредителей, доверительного собственника (управляющего), и протектора (при наличии) - в отношении трастов и иных иностранных структур без образования юридического лица с аналогичной структурой или функцией</p> <p>Structure of the property which is in management (property), full name and the address of the residence (location) of founders, the incorporated trustee (settler) and protector (if available) - concerning trusts and other foreign structures without formation of legal entity with similar structure or function.</p>	
<p><b>Сведения об органах управления и положении на рынке</b>  <b>Information on management bodies and position on the market</b></p>	
<p>Сведения о собственниках (Ф.И.О. / наименование юридического лица, гражданство / государство регистрации, доля участия)</p> <p>Information on shareholders (full (official) name of an individual (legal entity), citizenship (state of incorporation/residence), percentage ownership)</p>	
<p>Структура и персональный состав органов управления</p> <p>Management structure and list of management bodies members</p>	
<p>Основные виды деятельности (в т.ч. производимые товары, выполняемые работы, предоставляемые услуги)</p> <p>Main business activities (e.g. type of goods produced, works performed, services provided)</p>	
<p><b>Сведения, получаемые в целях установления и идентификации выгодоприобретателя</b>  <b>Information required for beneficiary identification</b></p>	
<p><i>Выгодоприобретатель - лицо, не являющееся непосредственно участником операции, к выгоде которого действует клиент, в том числе на основании агентского договора, договоров поручения, комиссии и доверительного управления, при проведении операций с денежными средствами и иным имуществом</i></p> <p><i>A beneficiary is an individual/legal entity not being a direct participant of the transaction in whose favour the client acts, including on the basis of agency, commission, trust and other arrangements, while performing banking and/or other operations.</i></p>	
<p>Действует ли юридическое лицо в интересах, от имени или за счет другого лица при совершении операций с денежными средствами или иным имуществом?</p> <p>Does the legal entity act for the benefit or on behalf of another individual/entity while performing banking and/or other operations?</p>	

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<p>Сведения о выгодоприобретателе (Ф.И.О. / наименование юридического лица)</p> <p>Information on the beneficiary (full name of an individual and/or official name of a legal entity)</p>	
<p><b>Сведения, получаемые в целях установления бенефициарного владельца</b></p> <p><b>Information required for establishing the ultimate beneficial owner</b></p>	
<p><i>Бенефициарный владелец - физическое лицо, которое в конечном счете прямо или косвенно (через третьих лиц) владеет клиентом - юридическим (имеет преобладающее участие более 25 процентов в уставном капитале) лицом либо имеет возможность контролировать действия клиента. В случае, если бенефициарный владелец не может быть выявлен, бенефициарным владельцем может быть признан единственный исполнительный орган клиента.</i></p> <p><i>Ultimate beneficial owner is an individual who ultimately directly or indirectly (via third parties) owns a client - legal entity (has a prevailing share of more than 25%) or may otherwise exercise control over the client. In case the ultimate beneficial owner cannot be determined, the chief executive officer of a legal entity may be considered as the beneficial owner.</i></p>	
<p>Сведения обо всех бенефициарных владельцах юридического лица (с указанием основания: доли владения, осуществление контроля)</p> <p>List of all ultimate beneficial owners of the legal entity (with indication of grounds: percentage of ownership, control).</p>	
<p>Дата оформления анкеты</p> <p>Date of filling</p>	
<p>Ф.И.О. лица, заполнившего анкету</p> <p>Full name</p>	
<p>Должность</p> <p>Position</p>	
<p>Подпись / Signature</p>	

## Appendix 3. Instruction to Perform Transactions with Securities (sample)

Instruction No.: \_\_\_\_\_

Instruction date: \_\_\_\_\_

Instruction purpose:	New Instruction		
	Cancellation of Instruction No. _____		
Transaction Type:	Debit	without payment control	
		against payment	
	Credit	without payment control	
		against payment	
Kind of Transaction	Internal transfer without change of ownership		
	Internal transfer with change of ownership		
	External transfer without change of ownership		
	External transfer with change of ownership		

Transaction details	
Transaction date (if not available, please specify the instruction date)	
Settlement date	
Transaction currency and amount	
Security name	
ID number (ISIN and state registration number)	
Number of securities	
Settlement details	
Depositor's depo account No.	
Depositor's depo subaccount No.	
Counterparty (seller or buyer)	
Counterparty's depo account / depo subaccount No.	
Counterparty's custodian/depository	
Depo account / depo subaccount No. of the counterparty's depository	
Subaccount No. of the counterparty's depository	
Receiving/supplying agent	
Counterparty's depo account / depo subaccount No.	
Place of settlement (NSD, Register, J.P. Morgan, ...)	
Document confirming the transaction	

Signature of Authorized Person 1	Signature of Authorized Person 2
Seal here	Seal here

\* If the instruction is transmitted through the SWIFT system, then the instruction is to be generated in accordance with the SWIFT standards.

\* There may be no account/depo subaccount number of the Depositor's Counterparty and the account/depo subaccount of the Counterparty's agent in the Instruction.

## Appendix 4. Instruction to Block Securities (sample)

Instruction No.: \_\_\_\_\_

Instruction date: \_\_\_\_\_

Instruction purpose:	New Instruction	
	Cancellation of Instruction No. _____	
Transaction Type:	blocking	
	unblocking	
Kind of Transaction	Blocked by depositor's instruction	

Issuer Name	
Security type	
ID number (ISIN and state registration number)	
Number of securities	
Depositor's depo account No.	
Depo subaccount No.	
Unlocking conditions	

Depositor signature	Depositor signature
Seal here	Seal here

\* If the instruction is transmitted via the SWIFT system, the instruction shall be prepared in accordance with the SWIFT standards.



## Appendix 4a. Instruction confirmation (sample)

[On a client’s letterhead]

“ \_\_\_\_\_ ” \_\_\_\_\_ 20\_\_\_\_

CB J.P. Morgan Bank International (LLC)

Address: Russian Federation, 125047, Moscow, Butyrsky Val, 10

We hereby confirm that CB J.P. Morgan Bank International (LLC) (the Custodian) is authorized to verify the authenticity of our instructions by requesting our confirmation by phone. For this purpose, the Custodian has the right (but not an obligation) to verify authenticity of any instruction by the telephone number we indicated below by receiving confirmation (refusal of confirmation) from any person whom the Custodian may reasonably believe to be one of the employees listed below. We authorize the Custodian to accept such verbal confirmations which authenticity is presumed.

Below are the persons empowered to confirm our instructions and their contact telephone numbers:

	<b>Full name</b>	<b>Telephone No.</b>
1.		
2.		
3.		
4.		

We assume an obligation to notify the Custodian in writing about any changes in the list of the authorized persons to give confirmation and (or) their telephone numbers. Such changes shall take effect from the moment we receive confirmation from the Custodian that the changes were accepted.

On behalf of \_\_\_\_\_

*(Full name of the Client)*

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Stamp

## Appendix 5. Account Statement (sample)

**Commercial Bank “J.P. Morgan Bank International” (Limited Liability Company)**

*Certificate of entry into the Unified State Register of Legal Entities No. 1027739606245 issued on November 22, 2002 by the Interdistrict Inspectorate of the Ministry of Taxes and Levies of Russia No. 39 in and for the City of Moscow*

**Account Statement**

*Report receipt date:*

*Statement Date:*

*Depo Account Number*

**Depositor’s details**

Name of organization/individual:

Legal address / place of residence:

Subaccount type:

Subaccount ID:

Issuer	Issue State Registration Number	Security type	Face value (rub)	Number of securities
TOTAL:				

Head of Custody

CB “J.P. Morgan Bank International” (LLC)

\* If the statement is sent via the SWIFT system, then the statement is to be generated in accordance with the SWIFT standards.

## Appendix 6. Report on Transactions Made on Depo Account (sample)

Report receipt date:

**Report on transactions posted to the depo account  
from to**

### Depo account

Depositor’s details:

Name of organization/individual:

Legal address / place of residence:

<b>Opening Balance:</b>	
Section Type:	
Section ID:	

<b>Security name:</b>		
Issue state reg. no.	Face value:	

### Transaction Date:

Transaction No.	Transaction type	Basis	Securities Qty. (+ -)	Start #	End #	Series
Turnover per day						
<b>Closing Balance:</b>						

Head of Custody

CB “J.P. Morgan Bank International” (LLC)

\* If the statement is sent via the SWIFT system, then the statement is to be generated in accordance with the SWIFT standards.

## Appendix 7. Executed Transaction Report (sample)

### EXECUTED TRANSACTION REPORT

Date \_\_\_\_\_, 20\_\_

Transaction Type:	Debit	without payment control	
		against payment	
	Credit	without payment control	
		against payment	
Blocking			
Kind of Transaction	Internal transfer without change of ownership		
	Internal transfer with change of ownership		
	External transfer without change of ownership		
	External transfer with change of ownership		

Deal details	
Deal number: No.	
Depositor instruction No.	
Transaction date	
Transaction date in shareholder register/sub-depository	
Instructed completion date of deal	
Deal closing date	
Security name	
ID number (ISIN)	
Number of securities	
Calculation details	
Depositor's depo account No.	
Depositor's depo subaccount No.	
Counterparty (seller or buyer)	
Counterparty's depo account / depo subaccount No.	
Counterparty's custodian/depository	
Depo account / depo subaccount No. of the counterparty's depository	
Receiving/supplying agent	
Depo account / depo subaccount No. of the counterparty's agent	
Place of settlement (NSD, J.P. Morgan, ...)	

On behalf of the Custody  
Seal here

\* If the report is transmitted through the SWIFT system, then the report is to be generated in accordance with the SWIFT standards

## **Appendix 8. Sample List of Documents Required to Open Depo Account with CB “J.P. Morgan Bank International” (LLC) as the Custodian**

### **LEGAL ENTITIES**

- copy of constituent documents certified by notary
- copy of registration certificate or other document similar to registration certificate (extract from trade or bank (for banks) register) certified by notary
- copies of all licenses or a list of all licenses issued to the company with the following details: type, number, date of issuance of the license, issuing authority, validity period, list of licensed activity types
- a list of authorized persons entitled to sign documents, forms, powers of attorney and instructions from the Depositor on behalf of the Depositor with samples of their signatures, as well as a document confirming the authority of these persons
- a copy of the identity card of the authorized persons and confirmation of their address of residence certified by notary
- official confirmation of the company's legal address
- if there is no reference to the company's actual address, formal confirmation of the actual address is required
- information on the structure of ownership of the company, its ultimate beneficiaries and their funding sources
- other documents required to open a depo account in accordance with the Legislation
- other documents further requested by the Custodian at its sole discretion.

Documents submitted by non-residents must be certified by notary and legalized (or must have an apostille if the country of the non-resident Depositor is a member of the Convention dated October 5, 1961 abolishing the requirement to legalize foreign official documents). For proper presentation to any third parties in the territory of the Russian Federation, all the documents provided must be translated into Russian. Such a translation must be certified by notary.

## Appendix 9. Depo Account/Subaccount Closure Application (sample)\*

For legal entities

[On Depositor Letterhead]

To Head of Custody  
CB “J.P. Morgan Bank International” (LLC)

**Depositor Name:** \_\_\_\_\_

Legal (registered) address: \_\_\_\_\_

Depo Account No.: \_\_\_\_\_

Depo Subaccount No.: \_\_\_\_\_

Please accept this letter as authorization to close the depo account/subaccount  
No. \_\_\_\_\_ in accordance with the Depo Account Agreement \_\_\_\_\_ dated \_\_\_\_\_  
(dd/mm/yyyy)

**Full name of the authorized representative**

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

\* If the application is transmitted through the SWIFT system, then the application is to be generated in accordance with the SWIFT standards

## Appendix 10. Confirmation of Account (sample)

We, CB “J.P. Morgan Bank International” (LLC) hereby confirm that on DD/MM/YYYY the following Depo account(s) were opened in accordance with the Depo Account Agreement dated DD/MM/YYYY.

**Depositor Name:** \_\_\_\_\_

Legal (registered) address: \_\_\_\_\_

Depo Account No \_\_\_\_\_

On behalf of Custody

Seal here

\* If the report is transmitted through the SWIFT system, then the report is to be generated in accordance with the SWIFT standards

## Appendix 11. Confirmation of Depo Account/Subaccount closure (sample)\*

We, CB “J.P. Morgan Bank International” (LLC), hereby confirm that on DD/MM/YYYY the following Depo account(s)/subaccount(s) were closed in accordance with the Depo Account Closure Application dated DD/MM/YYYY.

**Depositor Name:** \_\_\_\_\_

Legal (registered) address: \_\_\_\_\_

Depo Account No. \_\_\_\_\_

Depo Subaccount No. \_\_\_\_\_

On behalf of Custody

Seal here

\* If the report is transmitted through the SWIFT system, then the report is to be generated in accordance with the SWIFT standards