APPROVED
by JPMBI Management Board
(Minutes dated 25.03.2020)

DECLARATION OF CLIENT RISKS ASSOCIATED WITH SECURITIES MARKET TRANSACTIONS
CB J.P. Morgan Bank International (LLC)

Introduction

This declaration of client risks in connection with securities market transactions executed by CB J.P. Morgan Bank International (LLC) (the "Declaration") shall not be construed as an advisory opinion on your investments in specific situations or a recommendation to use the below services or investments in products. If you have doubts about any described risks or receive any warnings we strongly recommend that you seek consultancy from independent legal or financial advisors.

This Declaration includes information about general risks related to securities market transactions, risks related to financial derivatives and connected with covered and uncovered positions.

You shall not embark on operations with any financial instruments including those mentioned if you do not understand the nature of executed trades and degree of risk to be assumed. You shall also be assured that financial instruments and (or) services suit your requirements taking into account your financial position and, if needed, hire independent advisors before you make an investment decision.

Risk factors may emerge simultaneously and (or) deteriorate each other thus impacting the value of your investments in an unexpected way.

A certain risk is inherent to all financial products; and even low-risk investment strategies contain some kind of an uncertainty element. A risk type is determined by a situation, including a mechanism of who an instrument is created, specific features of its structure or terms and conditions. Specific risks of any product or a transaction depend on their terms and conditions, the position of parties related to the product or service and their relationship. Risk exposure is defined by a instrument type; and you shall rely your decision on a transaction with such instruments or operation with any financial product on information outlined in this document.

Whereas CB J.P. Morgan Bank International (LLC) (the "**Broker**") does not provide any services on opening of individual investment accounts, risks associated with them are excluded from this Declaration.

We advise that you carefully consider whether risks arising in relevant transactions are acceptable to you in terms of your investment objectives and financial capabilities. This Declaration is not intended to dissuade you from such transactions but to help you to assess their risks and make a careful decision on the choice of your investment strategy and terms and conditions of your agreement with the Broker.

Please make sure that you understand this Risk Declaration and, if required, consult your Broker or an advisor with expertise on respective matters.

1. GENERAL RISK

A price and value of securities are subject to uncontrollable move of quotes in the financial markets. Previous results do not warrant replication in future.

A jurisdiction and a type of investment configure the nature and scope of investment risks. Notably, the linkage between an investment risk and a type of investment is strongly affected by how financial products are generated, by their terms and conditions, needs and objectives that specific investors may have and how investment is executed, offered, sold or traded, and by a location or a jurisdiction an issuer, a degree of portfolio diversification or saturation (i.e. what investment amount is concentrated in any currency, security, country or issuer), complexity of a transaction and other factors.

2. SYSTEMIC RISK

Systemic risk represents a risk connected with operating capabilities of financial institutions and relates to their

ability to perform their functions. Due to the high degree of reciprocity and interconnection of financial institutions it is complicated to assess the systemic risk but its materialization may influence all participants in the financial markets.

3. MARKET RISK

Investment value varies depending on market demand and supply, investor sentiments and prices of underlying and related assets and significantly on industry-specific conditions, political and economic factors. All these factors are totally unpredictable.

Price fluctuations in emerging markets may reach extreme values. Such markets are characterized by price mismatches, low liquidity and a significant price gap as well as frequent unpredictable changes in the market environment. Also, financial markets may react to country news with quick and shard price movements. Generally, emerging markets are described by insufficient transparency, efficiency, market infrastructure, legal certainty and regulatory framework which are inherent to most developed markets. These markets may also be affected by sector-specific circumstances and political and economic factors.

3.1. Currency risk

With transactions with securities denominated in a currency different from your account currency FX fluctuations may increase (decrease) income (loss) from such activities.

Weakening of the nnational currency vs the underlying currency or your portfolio currency will have adverse effect on investment value in the given currency. A market value of currency is affected by multiple economic, social and political factors and may considerably fluctuate during a trading day. Some countries pursue currency regulation when it is possible to suspend transactions on currency conversion or transfer of devalued currency. Hedging may increase or decrease dependency on one currency but will not totally eliminate exposure to currency risk.

3.2. Interest risk

Interest rates may fluctuate. Interest rate risk means that a security relative value, especially a bond, will decline if interest rate increases. This may have adverse effect on other products. There are also risks associated with interest rate and inherent to financial instruments with a floating or fixed rate; interest income from floating interest rate instruments is hard to foresee. Due to volatility of interest income investors are unable to accurately estimate profit from instruments with a floating rate on the date they make a purchase. Return on investments in such instruments is not comparable to return on investments with a fixed rate that is constant for a longer period. Instruments with regular interest payments expose investors to reinvestment risk if market interest rates decline, i.e. investors are able to reinvest their interest income only at a lower rate that exists as of reinvestment date.

Changing market interest rates hit more zero-coupon bonds than traditions bonds as a discounted price is considerably lower than a notional value. With higher market interest rates losses from price fluctuations of zero-coupon bonds may exceed losses from other bonds with a similar maturity and a credit rating.

3.3. Share issuer bankruptcy risk

Bankruptcy risk refers to a sharp drop of a share price of a joint-stock company declared insolvent or in anticipation of such insolvency.

To mitigate bankruptcy risk you should carefully choose and diversify financial instruments.

4. LIQUIDITY RISK

Security liquidity explicitly depends on demand and supply and implicitly depends on other factors including market destabilization (e.g. an exchange failure) or infrastructure-related matters such as disruptions in securities settlement. Under certain trading conditions position closing or opening may be complicated or impossible, for example, when quotes change so quickly that trades are suspended or limited as stipulated exchange rules. A stop order cant' guarantee that your losses will be limited by any anticipated amount as such order execution may be prevented at the anticipated priced due to market conditions.

5. CREDIT RISK

Credit risk refers to losses due to failure to fulfill obligations by borrowers, bonds issuers, guarantors or counterparties or to lower creditworthiness of such parties.

5.1. Default risk associated with bonds and other debt securities

Default risk refers to possible insolvency of a debt security issuer that will result in impossibility or less probability of its redemption in a timely fashion and to the full extent.

5.2. Counterparty risk

Counterparty (third party) risk refers to probability that counterparties default on obligations owing to you or your broker. A broker shall take measures to minimize counterparty risk but it is unable to totally eliminate it. Counterparty risk is heightened in transactions executed in the non-organized market without involvement of clearing firms that take on default risks.

5.3. Settlement risk

An exchange or a clearing firm may guarantee execution of transactions made in exchange. But such guarantees inure to the benefit of exchange participants or a clearing firm but a client is not able to enforce execution that exposes such client to credit risk or insolvency risk of a firm which facilitates a transaction.

Settlement risk refers to a risk that a counterparty fails to transfer a security (or its value amount) as agreed after the other counterparty fulfils its contract obligations with respect to such transfer.

5.4. Broker default risk

A risk that your broker defaults on its obligations owing is a type of a counterparty risk.

The legislation does not provide for the possibility of separating the funds of the broker, which is a credit institution, and the funds of its customers, in connection with which the broker has the right to use your cash funds and you assume the risk of bankruptcy. Such a risk is not currently insured.

You should carefully read an agreement draft to assess what powers are provided to your broker with respect to your property, what rules are applied to its storage and return.

6. REGULATORY / LEGAL / STRUCTURAL RISK

All investments may be associated with regulatory, legal or structural risk.

Return on all investments and especially new ones is conditional upon actions taken by regulatory or legislative bodies and changes that may *inter alia* impact investment profit likelihood. Legislative changes may even trigger that investments that were previously permitted would be declared illegal. Respective changes are possible, for example, in taxation that may significantly affect your return. Such risk is not predictable as it is contingent on a number of political, economic and other factors.

In any case, a product's termsheet may contain provisions that would infringe your rights. In particular, they may entail early redemption or termination at a time not favourable for you or empowers an issuer with a wide range of rights related to termsheet revision. In other cases, amounts with respect to which you may exercise rights vested in securities may be limited; and if you hold a significant (or insignificant) amount of shares your interests may be prejudiced that that should be carefully considered. Sometimes your investments may be affected by other persons executing their rights. Notably, for products such as bonds and shares it is possible to convene holders' meetings to resolve issues that would affect their interests in general (including yours) as a certain majority of owners is permitted to make decisions that would be legally bound for all owners including those who did not attend such meeting and did not give a vote and those who voted against the majority's decision. Furthermore, in some cases termsheet may be altered without any consent from holders.

7. OPERATIONAL RISK

Operational risk including a risk of breakdown and improper functioning of key control systems and mechanisms including information systems may significantly affected all financial products. Business risk

particularly a risk of improper or incompetent actions may weighs on shareholders and investors working in a respective area. Such risks stem from staff rotation or organization changes. Generally operational risk may be ignored at an overall look at a company.

8. RISKS of TRADES IN T+N MARKETS

Due to specific aspects of trading in markets with T+N settlement a client is exposed to the following risks:

- Risks of forced closing of client positions and punitive penalties in case of insufficient money at a broker account or insufficient securities at a depo account when trades with T+N settlement are executed;
- Risks of special deals to be executed to transfer uncovered positions through REPO deals or negotiated trades between a client and a third party (both a central counterparty and any other party chosen by a broker) without a notification to a client and against a client's will;
- Risks of forced closing of a client position by an exchange trading system or a clearing firm regardless of sufficiency of money to make settlements with respect to a client's all existing obligations.

Other risks listed below increase in case of uncovered positions.

9. RISKS OF MARGIN AND UNCOVERED TRADES

Margin trading is the practice of executing trades with funds borrowed from your broker. Uncovered trade refers to a trade when your position is not covered as client property transferred to the broker is not sufficient to fulfill obligations under such trade taking into account trades done earlier.

Such trades do not suit all clients. Clients' risks associated with covered and uncovered trades may be legally limited by setting up a maximum leverage that is defined as a ratio of client obligations under trades executed in his interest to client property allocated to perform transactions in accordance with a brokerage agreement. Such trades are not suitable for all clients and carry additional risks and require evaluation of whether you are prepared to take them or not.

I. Market Risk

If you agree to margin and uncovered trading you should be aware that in volatile markets your portfolio losses would grow as leverage increases.

In addition to a general market risk assumed by a client making deals in the securities market any margin and uncovered transactions would also expose you to a risk that a price of securities you buy thus creating or increasing an uncovered position and a price of assets used as collateral will move negatively. But if uncovered position is created or increased following sale of securities, loss potential is unlimited as you are required to return securities irrespective of a price change.

In case of margin and uncovered trades you should note that your capability to manage assets put as collateral under such trades is limited.

Your property (or its portion) is used as collateral of your obligations to a broker when you execute a margin and uncovered trade and ability to manage it may be limited including up to total prohibition on any transactions with it. A collateral amount varies as stipulated by a contract; therefore, your ability to manage your property can be limited to a greater extent than before a margin (uncovered) deal.

You should also keep in mind a possibility that a position may be closed by force. An unfavourable price change may require you to deposit additional funds to make collateral compliant with legislative acts and a brokerage agreement that should be completed within a short period of time that may be insufficient for you. Legislative acts and a brokerage agreement make it possible for your broker to involuntarily close a position, i.e. purchase securities with your money or sell your securities at existing prices that may be unfavourable thus exposing you to losses.

An involuntary close position may be caused by market price abrupt moves that trigger a drop of your portfolio value below a minimum margin requirement.

An involuntary close position may be caused by requirements of legislative acts or by a broker's

unilateral changes in the list of securities that may be used as collateral for uncovered positions.

An involuntary close position may be caused by changes in risk rates calculated by a clearing firm and (or) used by a broker due to a higher volatility of respective securities.

In all such cases involuntary close position may inflict significant losses though following such close prices of financial instruments may change favorably to your benefit you and you would make earnings if your position was not closed. Under adverse circumstances your losses may exceed the value of assets in your account.

II. Liquidity risk

If an uncovered position on certain securities is significant if compared to their free float and (or) their trading volume in the organized market a liquidity risk would intensify with a margin and uncovered trade. Challenged purchase or sale of assets may increase losses vs traditional deals. Similarly, a liquidity risk is growing if your uncovered position is collaterized with securities and you are required to sell a significant number of securities to close such position.

Your orders to limit losses may not always minimize their amount to an anticipated level as it may be impossible in the current market environment to fulfill such order at the price you indicate.

10. RISKS OF FINANCIAL DERIVATIVES

Financial derivatives (such as futures, forwards, options, swaps, etc.) do not suit all clients. Additionally, some categories of financial derivatives carry a higher risk than others do. So, selling options and making futures, forwards and swap contracts when market prices slightly fluctuates may expose you to considerable risks. Therefore, selling option contracts and making futures and forward contracts may be recommended only to sophisticated investors with sizable financial capabilities and practical knowledge of investment strategies.

Risks outlined in this section also relate to financial derivatives used to mitigate risks associated with other transactions in the stock market. Please carefully consider how your financial derivatives correlate with transactions which risks they are intended to limit and make sure that a position in the derivatives market fits a position hedged in the spot market.

I. Market risk

In addition to a general market risk assumed by a client making deals in the securities market any financial derivatives contracts would also expose you to a risk of an adverse change in a price of both financial instruments that are an underlying asset of financial derivatives and assets used as collateral. But if uncovered position is created or increased following sale of securities, loss potential is unlimited as you are required to return securities irrespective of a price change.

If a price chances unfavourably you may quickly lose your money used as collateral of financial derivatives.

When you make a contract that is a financial derivative you should take into account that your ability to manage assets put as collateral for such contracts is limited.

Your property (or its portion) is used as collateral of your obligations under a contract and your ability to manage it may be limited. A collateral amount varies as stipulated by a contract (termsheet); therefore, your ability to manage your property can be limited to a greater extent than before you make such a contract.

You should also keep in mind a possibility that a position may be closed by force. An unfavourable price change may require a deposit of additional funds to make collateral compliant with legislative acts and a brokerage agreement that should be completed within a short period of time that may be insufficient for you. In this case your broker has the right to close a position by force without your consent, i.e. make a contract that is a financial derivative, or purchase securities with your money or sell our securities at existing prices that may be disadvantageous and you will incur losses.

Your may suffer significant losses although following such close financial instruments' prices may change favorably to your benefit and you would make earnings if your position was not closed. Under

adverse circumstances your losses may exceed the value of assets in your account.

II. Liquidity risk

Any challenges to close a position and a price drop may increase losses from financial derivatives if compared with traditional transactions.

If in line with your investment strategy it would be needed to close a position under a respective contract (or making a deal with another contract to lower a risk under an existing contract) you should consider contracts liquidity as closing of illiquid contracts may lead to significant losses. Please note that contracts with a longer maturity are as a rule less liquid than contract with a closer due date.

If you made an illiquid financial derivative contract and you have to close your position you should also consider, apart from position closing, alternative options to eliminate risk by making deal with other financial derivatives or with underlying assets. Such alternative options may reduce your losses.

Financial derivative contracts where an underlying asset is foreign securities or indices of such securities also carry risks related with a foreign origin of an underlying asset.

11. RISKS RELATED TO PURCHASE OF FOREIGN SECURITIES

Foreign securities may be acquired both in international markets and the Russian market including the organized stock exchange.

Transactions with foreign securities carry general risks associated with trades in the securities market but are characterized by the following specific features.

11.1. Systemic risks

Apart from systemic risks inherent to the Russian stock market foreign securities also have similar systemic risks attributable to a country where respective foreign securities are issued and trade. Key factors defining a systemic risk level in general include the political environment, intricacies of national legislation and currency regulation and a probability of their change, the public finance position, the presence and maturity of the financial system in a country where a person obliged under a foreign security resides.

A systemic risk level may be subject to many other factors including a likelihood of restrictions to be imposed on investments in certain economic sectors and one-time national currency depreciation. The widely used comprehensive assessment of systemic risk associated with investments in a foreign security is a sovereign rating in the national and foreign currencies assigned by international rating agencies MOODY’S, STANDARD & POOR'S, FITCH IBCA to a country where an issuer is registered but it should be taken into account that ratings are just a guideline and may not reflect the real situation at some point of time.

In case of transactions with foreign depositary receipts it is necessary to be aware of risks associated with a depositary receipt issuer and risks related to issuer of foreign securities which such depositary receipts represent.

As per current legislation, Russian investors including not qualified investors are permitted to purchase foreign securities admitted to public placement and (or) public trade in the Russian Federation both abroad and in Russia and Russian depositaries are authorized to register rights to such securities. However, risks still exist that regulatory approaches to ownership and trading may be altered thus resulting in a need to dispose of them against your plans.

11.2. Legal risks

When you acquire foreign securities it is necessary to be aware that they are not equivalent to Russian securities. In any case, rights attached to them and rules of how to exercise such rights may significantly differ from rights you are eligible to under Russian securities.

Judicial remedies with respect to rights under foreign securities may be substantially limited due to a necessity to apply to foreign courts and law-enforcement authorities in accordance with prescribed procedures that may considerably vary from those applicable in Russia. Also, if you make transactions with foreign securities you, in most cases, may not rely on protection of your rights and legal interests by Russian authorized agencies.

11.3. Disclosure

Pursuant to Russian law, information on foreign securities pursuant to rules applicable abroad can be disclosed in the English language. You should carefully assess your readiness to review information in English and how you know differences between the Russian Accounting Standards, the International Accounting Standards and accounting rules used by an issuer of foreign securities to release respective financials.

Russian trade organizers and (or) brokers may provide translation of some documents (information) disclosed by an issuer for your convenience. In this case, translated documents should be relied upon only as additional information supplementary to officially published documents (information) in a foreign language. You should also keep in mind a probability of translation mistakes that may include errors related to possible varying interpretation of one and the same foreign words and phrases or missing Russian equivalent that is commonly accepted.

12. CONFLICTS

During its normal activities certain companies, for example companies within the group of JPMorgan Chase & Co. may face various actual and potential conflicts of interests that may, in their turn, prejudice your interests.

13. RISKS ASSOCIATED WITH TRANSACTION AND SERVICES

13.1 Collateral

If you deposit any collateral, any actions that may be carried out with respect to it will depend on a type of a transaction and its location. A wide range of actions may be effected with your collateral depending on where you execute a transaction: on a regulated market where rules of respective exchange (and a respective clearing firm) are applied, on another exchange or an OTC market. Collateral you provided may cease to be your property following execution of trades at your expense. You should accurately discuss with your broker what actions will be specifically effected with respect to your collateral.

13.2 Short sales

Short sales mean a sale of securities that you do not own as of the moment of sale (an uncovered position). A seller is obliged to deliver the sold product as of a settlement date that, as a rule, comes due in several days following execution, that’s why it is obliged either to purchase respective securities in the market to deliver them to a buyer or borrower respective securities under a repurchase agreement (See clause 12.6 for details).

Short sales are used by investors who try to make profit anticipating a price decline. If a price goes down after an investor sold it with a short sale (in other words when he will purchase or borrow respective securities to deliver them to a buyer), an investor will make a profit. But if a security price grows after an investor sold it by opening a short position, an investor will automatically suffer losses which, if a security price still grows, can mount unless an investor buys or borrowers a security in the market to close out a short sale.

In some cases regulators, exchanges or brokers may impose restrictions on short sales and (or) emergence or increase of an uncovered position. You should inform yourself ahead of time about such possible restrictions and agree with a broker what restrictions may be applied to your actions relating to short sales before you invest in respective securities.

13.3 Transaction-related fees / expenses

Before you start your trading activities you should obtain detailed information about all fees and deductions you will be charged.

In addition to a security price a sale or a purchase involves certain types of accompanying expenses (including transaction fees and charges). Such accompanying expenses may significantly lower or even reduce to zero a potential profit from transactions.

Along with these expenses directly related to purchase of products (direct costs) you should also be aware of any additional expenses (e.g., a depositary fee). You should familiarize yourself with any additional expenses that may be incurred in connection with purchase, storage and sale of securities before you invest in them.

13.4 Temporary trading suspensions

Under certain market conditions it might be difficult or impossible to close a position. In particular, trading may be suspended if a price fluctuates so heavily that during one trading session a price goes up or down significantly that in accordance with exchange rules trading is temporarily suspended or limited. Stop-order does not guarantee that your losses will be limited by a certain amount as market situations may prevent order execution at the identified price.

13.5 Deposited cash and property

You should be aware of protection measures available to you with respect to cash and other property that you deposit to make transactions with securities, in particular, in case of insolvency or bankruptcy. A cash amount or a portion of that may be returned to you are stipulated by law.

13.6 Repo

A repo deal with securities to the benefit of third parties is a transfer of ownership rights to such securities to a buyer under a repo deal for its valid period. Upon maturity if a buyer fails to fulfill its obligations under a repo deal, securities of the same issuer and the same type are returned to a seller under a repo deal. A purchaser's obligation under a repo deal to transfer similar securities is secured with collateral (that is usually transferred in the form of ownership rights change under a contract made in accordance with market practice). Therefore, such deals carry a credit risk. Securities repo deals may also have tax implications.