

## REGULATIONS FOR PROVISION OF BROKERAGE AND CUSTODY SERVICES

The Regulations for Provision of Brokerage and Custody Services (hereinafter these "**Regulations**") determine the procedure, terms and conditions for provision of brokerage and custody services by Veles International Limited (hereinafter the "**Company**") on the financial market to any individual or legal entity that meets the requirements established by these Regulations (hereinafter the "**Client**").

The Company and the Client are hereinafter referred to individually as the "**Party**" or collectively as the "**Parties**".

General information about the Company:

**VELES INTERNATIONAL LIMITED**, a company registered under the laws of the Republic of Cyprus (HE165706) at 23 John Kennedy Ave., 5th floor, 1075, Nicosia, Cyprus and duly authorized by the Cyprus Securities and Exchange Commission [www.cysec.gov.cy](http://www.cysec.gov.cy) (27 Diagorou Str., CY-1097 Nicosia, Cyprus), License No 075/06.

**WHEREAS** the Client desires to invest in various securities on international capital markets including the capital market of the Russian Federation according to these Regulations;

**WHEREAS** the Company has the necessary knowledge and experience with respect to the international and the Russian securities markets and desires to provide financial services to the Client according to these Regulations;

**WHEREAS** the Client desires to engage the Company to use its financial services according to these Regulations;

**NOW THEREFORE**, in consideration of the premises and mutual covenants herein contained, the Parties hereby agree as follows:

The Client appoints the Company as the Client's attorney and agent with full power and authority and upon approval of the Client to act in accordance with the Client's instructions and these Regulations (except as expressly provided for by applicable legislation) and to take all reasonable and necessary actions in connection with the Company's obligations and rights as set forth herein.

In acceptance of the terms and conditions of these Regulations, the Client signs the Brokerage and Custody Services Agreement in the form of Annex 1 hereto (hereinafter the "**AGREEMENT**"). Signing of the AGREEMENT by the Client shall mean acceptance by the Client of all the terms and conditions specified in these Regulations without exception. The AGREEMENT shall be signed by the Client personally or by its representative acting on the basis of power of attorney or other grounds set by legislation in force.

The AGREEMENT is deemed to enter into force from the date of its signing by the Parties.

### DEFINITIONS AND INTERPRETATIONS

"**Affiliate**" means any entity which directly or indirectly controls or is controlled by a Party hereto, or which is under common control with such Party (the term "control" meaning the power to direct or cause the direction of the management and affairs of another entity).

"**Agent**" means a person performing intermediary or other services in the interests of the Company.

"**Assets**" means Client's funds and Securities held in custody with the Company.

"**Authorized organization**" applies to bank institutions and other organizations providing registration and protection of rights for Client's Securities according to applicable laws, with which the Company shall open and maintain bank and/or custody accounts.

"**Authorized Person**" means any of the persons indicated in the Questionnaire for an Individual/Legal entity (supplied by the Client to the Company in the form stipulated in the AGREEMENT) and duly authorized to deal with the Company in respect of these Regulations and Transactions hereof, and any of the persons indicated by the Company to the Client duly authorized to deal with the Client hereunder.

"**Business Day**" means a day other than a Saturday or Sunday or any public holiday on which banks and/or foreign exchange markets are open for business in the UK, USA, EU, and the Russian Federation.

"**Client's account**" means account (/accounts) being represented by an entry or entries in the internal records of the Company designated for keeping records of the Client's Assets and operations with them effected by the Company under the provisions of these Regulations.

"**Counterparty**" means any entity, other than the Company or its Nominee, which is a counterparty under a Transaction or under any other transaction related to and/or required to be entered into for the purposes of consummation of such Transaction.

"**Durable medium**" means any instrument which enables the Client to store information addressed personally to the Client in a way accessible for future reference and for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

"**Eligible Counterparty**" means the client or counterparty meeting the criteria laid down in Annex 5 to these Regulations.

"**Professional Client**" means the client meeting the criteria and observing the procedures laid down in Annex 5 to these Regulations

"**Retail Client**" means every client that is not a Professional Client or Eligible Counterparty.

"**Special bank account**" means bank account (/accounts) opened and maintained with any bank institution in the name of the Company and designated for keeping Client's funds.

"**Special custody account**" means safe custody account (/accounts) opened and maintained with any Authorized organization in the name of the Company and designated for keeping Client's Securities.

"**Force Majeure**" means (a) any action, omission, suspension of trading, decision of ruling of any exchange, trading system, self-regulatory organization or regulatory, governmental or other body or of any other person which is beyond the control of the Parties hereto (including floor broker, exchange, dealing or clearing house error, change of law or any other inability to effect or maintain registration of the Securities in favor of the Client for reasons beyond the control of the Company, its Agents or their Affiliates) or (b) any war, strike, lock-out, national disaster, act of terrorism, delay in postal service or any other delay or inaccuracy in the transmission of orders or other information (including any documentation requested by the Company for the fulfillment of the Company's obligations hereunder), or any breakdown, failure or malfunction beyond the control of the Parties hereto of any telecommunication or computer system, provided that each of the Parties hereto shall use reasonable efforts to promptly inform other Party of the occurrence of any such event.

"**Issuer**" means legal entity, state or municipal authority which is an issuer of the relevant Securities.

"**Nominee**" means a person other than the beneficial owner of the Securities in whose name the Securities are registered in the relevant Securities Register.

"**Omnibus account**" means an account opened in the name of the Company the Securities or Funds credited to which belong to several clients of the Company. The Company is obliged to maintain accounts in its own books recording the interests of the clients in respect of the Securities or

funds credited to the account in the Company's name. Unless otherwise is specifically provided for in these Regulations Special custody account and Special bank account are Omnibus accounts.

**“Operation with Assets”** means transfer of Client's funds, transfer/delivery of Client's Securities or other operation with respect the Client's Assets.

**“Proper Instruction”** or **“Instruction”** means an instruction given by the Client's Authorized Person to the Company and containing all information necessary to allow the Company to enter, complete or conduct Transaction on behalf of the Client or Services to be rendered with regard to the Client's Securities or funds. For the purposes of these Regulations and the Company's Order Execution Policy (<http://veles-int.com/en/Services/Regulations>) the terms “Instruction” and “Order” shall be construed the same and can be used interchangeably.

**“Register”** the register of Securities holders maintained by the Issuer of the Securities or by the Authorized organization according to the applicable legislation.

**“Securities”** means ordinary or preference shares and other equity securities, bonds, promissory notes, deposit and savings certificates or other debt obligations, depository receipts, derivatives, including futures and options, warrants, money market instruments, securities issued by any government or local authority, commercial or non-commercial enterprise established under and governed by applicable legislation, or any other securities and financial instruments.

**“Services”** means the services rendered by the Company to the Client under these Regulations.

**“Transaction”** means, without limitation, unless the context otherwise requires, a transaction on acquisition or disposal of Client's funds or Securities in the form of stock sale agreement, repurchase agreements, stock lending agreements, put and call options, swap, conversion agreements, bank deposit agreements or in any other form permitted by applicable laws, entered into by the Company or any of its Affiliates with any third party pursuant to these Regulations and the Client's Instructions.

**“Transaction value”** means monetary amount of Transaction executed under the Client's Instruction.

## 1. INSTRUCTIONS

1.1. Unless otherwise provided for in these Regulations, all Transactions entered into by the Company and all operations with Client's Assets under these Regulations shall be pursuant to the Client's Proper Instructions.

1.2. The Client may instruct the Company orally, in writing or by the electronic means specified by the Company to enter into a Transaction and/or perform an Operation with Assets. Any written Instruction shall be given in a manner specified in Section 14 hereof and the Company is entitled to require written Instruction to be made (drafted) in certain form adopted by the Company.

1.3. The Company and/or its Agent may rely on any communication in the form stipulated herein, which purports to have been made or which can reasonably and in good faith be considered as having been made by or on behalf of the Client. Any Instruction given by the Client shall bind the Client upon the delivery of this Instruction to the Company and the Client shall be bound by any contracts and/or obligations and be liable to indemnify the Company and/or its Agent in full for any expenses incurred by them in consequence of or in connection with such communication.

1.4. The Client shall ensure that at least following material terms are specified in the Instruction for acquisition or disposal of Securities:

- Type of Transaction (sale, purchase or another)
- Type of Securities (data essential for identification of Securities)
- Quantity of Securities
- Price of Securities
- Other terms

1.5. The Client shall ensure that at least the following material terms are specified in the Instruction for Transaction of conversion of funds:

- Designation and amount of currency to be purchased
- Designation, amount and source of funds (proceeds from sale of Securities, deposits, etc.) for currency to be sold
- Exchange rate
- Other terms

1.6. If the Client does not specify the price for Securities or exchange rate in the Instruction and unless otherwise agreed upon by the Parties, the Company shall exert all reasonable efforts to execute such Instruction at the best available price at the time of execution in the Company's sole discretion following the best execution approach as it is described in the Company's Order Execution Policy (<http://veles-int.com/en/Services/Regulation>).

1.7. Telephone conversations between the Parties shall be recorded; such recording shall be recognized by the Parties as evidence in disputes including as evidence of agreement about the terms of the Transaction made by the Company in executing the Instruction.

1.8. The Company is entitled to enter into the Transaction or effect the Operation with Assets without relevant Client's Instruction as well as without any consultations with the Client in the following cases:

- To perform settlement of any Transaction for account of the Client's Assets held in custody with the Company.
- To arrange for certificates and other documents that may be necessary to receive payments related to the Client's Assets.
- To exchange temporary or intermediate documents certifying the Client's Assets rights for permanent documents.
- To the extent it is permitted by the applicable law, to collect all payments to Special bank account (income or capital and allocated dividends in respect to the Assets) and to take all necessary and appropriate measures to this regard; to deduct any amounts of taxes due when (a) such amounts should be deducted or withheld or (b) the Company is liable or responsible to do so according to the law or practice of any corresponding tax authority of any jurisdiction in connection with activities within the framework of the Regulations.
- To exercise, execute or in any other manner perform all actions that, in the Company's opinion, are necessary or desirable for the Company or an Authorized organisation to execute the Instruction or to discharge liabilities arising from these Regulations.
- To return the Client's Assets from corresponding Special bank account or Special custody account according to the clause referring to cancellation of the AGREEMENT. The Company shall apply all reasonable efforts for the earliest notification of the Client about the expected delivery of Assets.

1.9. The Company shall be entitled to hold Client's Securities and funds on its Omnibus accounts including those opened with Authorized organisations outside European Economic Area and, in particular, with “IC VELES Capital” LLC, a financial firm duly authorized under the laws of the Russian Federation.

The Client is hereby notified that holding securities and funds on an Omnibus account involves following risks:

- (i) Temporary or permanent disruption of an Omnibus account caused by a transaction of one client, or otherwise, may lead to the loss of Assets of all Company's clients whose Assets are kept on such account.

(ii) An operational error made by the Company's employee when performing a transaction for a client or conducting the reconciliation of account balances may lead to an inadvertent writing-off the Assets belonging to another Client.

(iii) Whereas the Company holds Securities for many clients, and some may wish to vote in favour of a particular corporate matter and others may wish to vote against, this fact potentially makes it impossible for the Company to satisfy the voting interests of its clients.

(iv) If Securities are consolidated or rights issues relate to holdings of specific numbers of securities (e.g. a 2-for-5 issue) the Company may receive replacement or additional assets which do not divide perfectly among the clients in precisely the ratio in which the clients held the original Securities. Some rounding and cash-settlement of differences is necessary, which may affect Clients differentially.

The Client is also notified that its Securities and funds may be subject to the law of a jurisdiction other than that of a Member State and that the rights of the Client relating to those Securities and funds may differ accordingly.

1.10. The Client is hereby notified that there cannot be excluded the situations where it is not possible for the Client's Securities held by the Company with a third party to be separately identifiable from the proprietary securities of the Company. The Client is also notified that such situations may involve all the risks associated with Omnibus accounts and described in the Article 1.9 of these Regulations. However, the risks are further exacerbated by possible actions, including operational errors, of the third party.

## 2. BROKERAGE SERVICES

2.1. The Company shall provide the Client with brokerage Services on securities markets acting in favor of the Client as for an undisclosed principal.

2.2. The Company shall use all reasonable endeavors to receive, transmit and execute Client's Instructions according to the provisions of these Regulations and the Company's Order Execution Policy (<http://veles-int.com/en/Services/Regulations>).

2.3. Unless otherwise agreed upon by the Parties, the Company shall exert all reasonable efforts to enter into the Transaction concerning acquisition or disposal of Securities during the Business Day following the moment of receipt of the relevant Instructions from the Client. If the Company fails to enter into the relevant Transaction during the above-mentioned period and if otherwise is not provided for by the Parties, such Instruction shall be considered canceled.

The Company shall notify the Client about any material difficulty relevant to the proper carrying out of the Instruction promptly upon becoming aware of the difficulty.

2.4. The Company may refuse to execute the Client's Instruction unless the Client's obligations indicated in Articles 4.2 and 4.3 of these Regulations are properly performed, or due to other reasons which are beyond the Company's control and which prevent or are likely to prevent the Company from the proper execution by the Company of the Client's Instructions pursuant to its terms.

2.5. Each Transaction made by the Company according to the Client's Instruction shall be confirmed to the Client via report containing the essential information concerning the execution of that Instruction, which shall include details of the Transaction in the format adopted by the Company (hereinafter - the "**Confirmation Report**").

2.6. The Confirmation Report shall be prepared by the Company and delivered to the Client by fax, e-mail or any other Durable medium promptly, and in any event within 1 (one) Business Day from the date of the relevant Transaction.

2.7. The Client shall promptly familiarize itself with every Confirmation Report and immediately, and no later than on the first business day following the receipt, notify the Company of any objections and/or disagreements as to any of its contents. The Parties shall promptly resolve any contentious issues and the Company shall send to the Client an amended Report correspondingly.

2.8. If the Client fails to present objections to the Confirmation Report to the Company within the above stated deadline the Parties agree that the documents sent by the Company shall constitute the final confirmation (evidence) of all terms of the relevant Transaction and/or Operation with Assets and no further objections should be considered by the Company upon expiration of the above mentioned deadlines.

2.9. The Company and its Agent may deal with the Client as principals or as agents in relation to the acquisition or disposal of Securities by the Client (or its Nominee) or in relation to any other Transaction contemplated herein. The Client acknowledges that for the purposes of structuring, execution and/or settlement of any Transaction the Company or its Agent may engage, without the Client's consent, any of their Affiliates, Counterparties or Nominees and, unless otherwise agreed by the Parties with regard to such Transaction, the Client will bear relevant engagement fees and costs.

## 3. CUSTODY SERVICES

3.1. According to these Regulations, the Company shall provide custody services to the Client in respect of the Client's Assets and the Client hereby appoints the Company as its custodian.

3.2. The **Custody Services** shall mean safekeeping and administration of the Client's Assets (but not management of portfolio of Assets or Assets management) according to the conditions envisaged by these Regulations including:

- Settlement of Transactions
- Collecting Client's Assets' revenues in favor of the Client
- Withholding and payment of taxes due in connection with transactions involving the Client's Assets according to applicable tax laws.

3.3. The Company shall maintain separate Client's account(s) in its internal systems for the purposes of separate, from the assets of other clients and its own assets, registration and administration of the Client's Assets.

3.4. In maintaining the Client's account(s) the Company shall adhere to the following procedures and conditions:

3.4.1. For Client's funds:

- The Company shall keep the Client's funds in a Special bank account(s).
- Keeping the Client's funds in the Special bank account may be carried out on the fungible basis and thus the Client's funds may be commingled with funds of other clients of the Company.
- The Company shall at any moment in time on the basis of the Client's account data be able to identify amount of funds belonging to the Client kept in the Special bank account(s).
- All operations with the Special bank account(s) with respect to the Client's funds shall be reflected by the corresponding records in the Client's account with the Company except for operations that do not change the balance of the Client's account (such as transfer of funds from one Special bank account to another Special bank account).

3.4.1. For Client's Securities:

- The Company shall keep the Client's Securities in a Special custody account(s).
- Keeping Client's Securities in the Special custody account may be carried out on the fungible basis and thus Client's Securities may be commingled with Securities of other clients of the Company.
- The Company shall at any moment in time on the basis of the Client's account data be able to identify Securities belonging to the Client

kept in the Special custody account(/s).

- Operations with Special custody account(/s) with respect to the Client's Securities shall be reflected by the corresponding records in the Client's account with the Company, except for operations that do not change the balance of the Client's account (such as transfer of Securities from one Special custody account to another Special custody account).

3.5. The Client's Securities having documentary form (certificates of Securities) may be held in custody by the Company without involving Special custody account(/s).

3.6. The Company reserves itself a right to refuse providing custody Services to the Client in respect of any Client's Assets providing to the Client justified reasons for such refusal.

3.7. In respect to the Client's Securities as part of the Assets, the Company shall provide for accounting of Securities specifying all their characteristics. However, due to particularities of applicable laws, the Client shall have no rights with regards to Securities (or certificates of Securities) kept in the Special custody account(/s) opened with any Authorised organisation in the name of the Company, while the Client shall be entitled, with observance of applicable laws, to retrieve and retain its rights and title to that amount of Securities of the same type, which will be equivalent to the amount and type of securities on the Client's account.

3.8. The Client's Assets shall be kept in custody according to the following order of priority: (a) for repayment of any and all existing outstanding debts of the Client to the Company at any time in connection with the provisions of these Regulations; (b) for repayment of any and all existing outstanding debts to any third person in direct or indirect connection with the provisions of these Regulations; and (c) for the Client's discretion.

3.9. At any time the Client is entitled to withdraw from the Company's custody all or part of the Client's Assets and the Company is obliged to effect such withdrawal within the shortest possible period of time with the exception for Client's funds for which withdrawal should be executed within 5 (five) Business days after the receipt of relevant Instruction from the Client.

3.10. The Client grants to the Company a security interest in and first lien on the Client's Assets currently held or hereinafter acquired by the Company for the Client's account as a security for satisfaction of all liabilities and obligations of the Client owed to the Company pursuant to these Regulations. If the Client fails to discharge such liabilities and obligations when due the Company shall be entitled to apply such Assets and proceeds therefrom in discharge thereof without notice to or further consent of the Client. If such action is necessitated hereunder and the Company liquidates a position or applies the Client's Assets and the proceeds therefrom to extinguish a debt owed, the Client and the Client's successors, heirs, assigns, representatives, creditors, trustees and those others acting by, through, or under the Client shall fully and finally release the Company and shall hold the Company and its Agents harmless from any liabilities or losses associated with liquidating or selling the Assets or applying the proceeds therefrom to satisfy any amounts due to the Company.

3.11. Each Operation with Assets made by the Company shall be evidenced in a Statement of Client's Account indicating the details of the Operation with Assets in the format adopted by the Company. The Statement of Client's Account shall be prepared by the Company and delivered to the Client by fax or e-mail promptly, and in any event within 1 (one) Business Day from the date of effecting the relevant Operation with Assets.

3.12. In respect to Securities held in custody with the Company, the Company shall make reasonable efforts to provide the Client with available information on all corporate actions of their Issuers and, upon demand of the Client, issue a power of attorney and/or other documents in favor of the Client to enable it to participate in voting or undertake reasonable measures that will enable the Client or its Authorized Person(s) to exercise such rights independently. If the Client gives no Instructions on how to exercise its voting rights the Company shall have the right to vote at its own discretion.

#### 4. SETTLEMENT OF TRANSACTIONS

4.1. The Company shall be entitled, when acting for the Client's account under the Client's Instruction(/s), to execute any agreement, assignment, instrument of transfer, order, or other instruments and agreements with any of its Counterparties, Nominees and Affiliates (the "**Third Parties Agreements**"), if such Third Parties Agreements, in the Company's reasonable opinion, will enable it to best structure, execute and settle Transactions effected pursuant to the Client's Instructions.

4.2. Unless otherwise agreed upon by the Parties, the Client shall beforehand provide for available funds and/or Securities in the Client's account (in the Special bank account and/or Special custody account, correspondingly) appropriate and sufficient for settlement of every Transaction to be entered by the Company upon relevant Client's Instruction.

4.3. For any Transaction that shall be settled through any clearing system, the Parties hereto shall ensure that their depository or custodian bank is properly instructed, financed and provided with relevant Securities to carry out settlements through a relevant clearing system. The Client shall pay and reimburse the Company for any and all fees in connection with the Transaction that shall be performed through the relevant clearing system.

4.4. The Company shall exercise its best efforts to properly and timely register or receive/deliver Securities and transfer/receive the funds of the Client (/due to the Client), that are subject of any Transaction undertaken on behalf of the Client, and shall take reasonable steps to minimize the risk of settlement failure. To facilitate the settlement of a Transaction the Company may request from the Client certain information and documents which the Client shall immediately deliver to the Company. Failure by the Client to deliver such information and documents to the Company shall release the Company from its obligations concerning settlement of the Transaction until such time as the required documents are delivered to the Company or its assignee in the form satisfactory to the Company.

#### 5. REPORTING

5.1. In accordance with its internal records, the Company shall on a quarterly basis provide the Client with a report detailing all the Client's Assets held by the Company for the Client at the end of the reporting period and all Transactions and Operations with Assets made during the reporting period (hereinafter the "**Report**") not later than 20 (twenty) Business Days after every quarter ends. The Reports shall include the information about all costs associated with the Transactions and Services undertaken on behalf of the Client.

5.2. The Client shall promptly familiarize itself with every Report, countersign and return it to the Company by fax or by e-mail within 10 (ten) Business Days.

5.3. In case the Client objects to the contents of the Report, it shall immediately notify the Company of the discrepancies. The Parties shall promptly resolve any contentious issues and the Company shall send to the Client an amended Report correspondingly. The Client shall promptly, and no later than on the second Business Day following the receipt of the amended Report, countersign and return it to the Company.

5.4. If the Client fails to return the countersigned Report or present objections thereto to the Company within the above stated deadlines the Parties agree that the documents sent by the Company shall constitute the final confirmation (evidence) of all terms of the relevant Transactions and/or Operations with Assets and no further objections should be considered by the Company upon expiration of the above mentioned deadlines.

5.5. In case the Company does not receive the Report within the above mentioned deadlines after the respective document was dispatched to the Client the Company reserves the right not to execute all or some of the operations under the provisions of these Regulations.

5.6. The Client hereby agrees that the Company shall not provide the Client with any reports, extracts, and/or other official documents on Special bank account(/s) and Special custody account(/s), as they are defined in these Regulations. Any reports, extracts, and other similar documents provided by the Company to the Client under these Regulations are prepared on the basis of information obtained from the internal records of the Company and shall contain the details of Operations with Assets according to these Regulations and status of Client's Assets at the time when

such document is issued. The specified reporting documents certify the Client's rights with respect to the Client's Assets exclusively and only under these Regulations; they do not constitute official documents of title, cannot serve as pledge or collateral and cannot be assigned to third parties by any other transaction.

## 6. COMMISSIONS AND COSTS

6.1. The Client shall pay to the Company commissions for services rendered by the Company under these Regulations according to the commission rates specified in Annex 2 hereto. The Company is entitled to change rates specified in the Annex 2 unilaterally without any consultations with the Client. If the commissions are increased the Company is obliged to notify the Client about such increase 10 (ten) Business Days before new commissions are effected.

6.2. The Client shall bear, as well as compensate the Company for, all expenses incurred by the Company on behalf of the Client and/or the Client in executing the Client's Instructions hereunder, including, but not limited to, any duties, taxes, registration, market, clearing house or clearing firm fees, custody fees/commissions and other relevant fees, if any.

6.3. For the purposes of discharge of the Client's obligations prescribed in this Section, the Company is entitled to withdraw appropriate amount from the Client's funds held with the Company. In case of insufficiency of Client's funds held with the Company the Client shall pay appropriate funds to the Company not later than on 5 (fifth) Business Day following the receipt of the relevant payment request or invoice from the Company.

6.4. All payments made by the Client to the Company pursuant to this Section shall be inclusive of value added tax and other taxes and duties if applicable.

6.5. All payments shall be made in US Dollars or in such currencies as the Client and the Company may agree.

6.6. If the Client or the Company defaults on the performance of its payment obligation to the other Party arising out of or in connection with these Regulations or any Transaction or Operation with Assets the defaulting Party shall, upon written demand and to the extent permitted by applicable laws and in addition to other liability which such defaulting Party may be subject to under the applicable laws, pay to the non-defaulting Party a penalty of 0,30 (three tenths) per cent of the overdue amount for every Business Day of delay, where such penalty shall not exceed 10 (ten) per cent of the overdue amount, and compensate to the non-defaulting party all costs and expenses related to such delay.

## 7. RISKS ASSUMED BY THE CLIENT

7.1. The Client acknowledges any and all risks associated with any of the Transactions and services to which these Regulations shall apply and which the Client intends to request from the Company taking into account its relevant knowledge and experience.

7.2. For each Client the Company shall perform the assessment of suitability, where necessary, or appropriateness of the Services provided by the Company to the Client. The Company shall assess the Client's experience and knowledge needed to understand relevant risks with regard to specific Services that the Company shall provide to the Client and with regard to Securities the Client intends to deal with and Transactions to be executed by the Company on Client's behalf.

7.3. To assess suitability or appropriateness of the Company's Services to the Client, the Company shall request from the Client, and the Client undertakes to provide the Company with, information in the scope and degree corresponding to the distinct features of the Client, nature and amount of the Company's Services the Client intends to use, and also the types of transactions and operations the Client intends to execute with the Company's assistance, taking into account their complexity and accompanying risks, and the following information:

- The types of services, transactions and financial instruments the Client has experience and knowledge in
- The nature, volume and frequency of the Client's transactions in financial instruments and the period during which these were carried out
- The level of Client's education, financial position, current or the relevant former profession.

The Company reserves the right to request from the Client any additional information both before signing of the AGREEMENT in the form of Annex 1 to these Regulations by the Client and during the term of the ensuing contractual relationship.

7.4. The Company has the right to rely on the information provided by the Client to the Company unless the Company is aware or ought to be aware that such information is manifestly out of date and/or inaccurate and/or incomplete.

7.5. If the Client fails to provide information about its knowledge and/or experience (or provides incomplete information), the Company hereby notifies the Client that such omission makes it impossible to assess how an investment service and/or a financial instrument is appropriate for the Client. In such case the Company shall have the right not to provide the Client with relevant Service and/or not to execute Transactions on Client's behalf with a relevant financial instrument before it receives the required information from the Client in full.

7.6. Complex financial instruments are derivative or compound securities (products) to which special risks apply such as options, structured notes, etc. The Client is especially required to provide to the Company information regarding its knowledge and experience in these products.

Although complex financial instruments can be utilized for management of investment risk, some of these products are unsuitable for many investors. Different instruments involve different levels of exposure to risk and in deciding whether to trade in such instruments the Client should first familiarize itself with risks associated with such investments (<http://veles-int.com/en/Services/Regulations>) and also consult a financial advisor before making investments in complex instruments.

The Company's Risk Disclosure Statement in Securities Trading (<http://veles-int.com/en/Services/Regulations>) cannot disclose all the risks and other significant aspects of complex instruments. The Client should not deal in such products unless it understands their nature and the extent of its exposure to risk. The Client should also be satisfied that the product is suitable for it in the light of its current circumstances including its financial position, i.e. income, expense and savings, prospective expenditures and plans.

Undertaking dealing with complex financial instruments and acceding to these Regulations the Client hereby declares that it understands the risks involved in dealing in complex financial instruments and has sufficient knowledge about such products and is able to assess their merits and suitability and appropriateness in relation to the Client's investment needs and abilities.

7.7. The Company may execute the Client's express Instructions related to certain non-complex Securities without determining their appropriateness if such Securities meet the following conditions:

- They are shares admitted to trading on a regulated market in the EU or on an equivalent third country market as defined by the relevant law or
- They are money market instruments, bonds or other forms of securitized debt (excluding those bonds or securitized debt that embed a derivative), UCITS and other non-complex financial instruments which satisfy the following criteria:
  - they do not fall within the relevant law definition of 'transferable securities' (securities negotiable on the capital markets: equity shares, bonds and derivatives thereon)
  - there are frequent opportunities to dispose of, redeem, or otherwise realize those instruments at prices that are publicly available to market participants and that are either market prices or prices made available, or validated, by valuation systems independent of the issuer
  - they do not involve any actual or potential liability for the Client that exceeds the cost of acquiring the instrument
  - adequately comprehensive information on their characteristics is publicly available and is likely to be readily understood so as

to enable the average retail client to make an informed judgment as to whether to enter into a transaction in that instrument.

7.8. The Client shall be solely responsible for assessment of risks involved in its Transactions. The Company strongly advises the Client to engage its own independent consultant(s), both legal and financial, in order to stay informed of the risks associated with any Client's Transactions in addition to information provided by the Company in these Regulations.

No documentation or information forwarded by the Company to the Client under these Regulations should be construed as constituting investment advice.

7.9. The Company shall make no representations or warranties in relation to the expediency, including suitability and profitability, of investment in Securities (whether in writing or verbally), as well as in connection with any Securities or with investments in general, except for the general description of the nature and risks associated with financial instruments (<http://veles-int.com/en/Services/Regulations>).

7.10. The Client confirms that before entering into the AGREEMENT as per Annex 1 to these Regulations it has carefully studied the brief description of primary risks related to investments in financial instruments, on both international financial regulated markets and over-the-counter market, including the description of the nature of financial instruments and risks related to specific financial instruments (<http://veles-int.com/en/Services/Regulations>), and also confirms that this information is understandable to the Client and that it is able on the basis of this information to independently assess the risks and rewards related to investments in financial instruments. By signing the AGREEMENT as per Annex 1 to these Regulations the Client shall consent to accept all of the risks related to financial instruments it intends to deal with or invest in.

7.11. The Client is further referred to the Risk Disclosure Statement in Securities Trading (<http://veles-int.com/en/Services/Regulations>).

## 8. REPRESENTATIONS AND WARRANTIES OF THE CLIENT

8.1. The Client acknowledges, that the Company is willing to conduct business and Transactions only in reliance upon the following warranties and representations, and the Client hereby represents and warrants to the Company that:

- It is duly incorporated, established or constituted (as the case may be) and validly existing under the laws of its country of incorporation, establishment or constitution and has all necessary powers and authority to enter into and perform its obligations under these Regulations and agreements contemplated hereby.
- Such performance does not violate or conflict with any law or regulation applicable to the Client, any provision of its constitutional documents, any order or judgment of any court or other government agency applicable to the Client or any of its Assets or any contractual restriction binding on or affecting the Client or any of its Assets.
- All governmental and other consents or filings that are required to have been obtained or made by it with respect to these Regulations or which shall be necessary in relation to the performance of the Transactions and other acts and agreements contemplated under these Regulations have been obtained or made or will be duly obtained or made as and when required; all consents or filings obtained or made are in full force and effect, and all conditions of any such consents have been complied with and in respect of future consents or filings will be complied with.
- Its obligations under these Regulations constitute and in respect of the agreements contemplated hereby will constitute legal, valid and binding obligations, enforceable in accordance with their terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general applicability (regardless of whether enforcement is sought in a proceeding in equity or at law)).
- The person(s) signing all documents related to the Client's Transactions and other business or Services contemplated under these Regulations or the agreements contemplated hereby on behalf of the Client is/(are) duly authorized to do so.

8.2. The representations, warranties and undertakings are given by the Client for itself and on behalf of its respective principal(s) (if any) and are deemed to be re-stated each date on which the Company enters into any Transaction or agreement on Client's behalf under these Regulations.

## 9. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

9.1. The Company acknowledges that the Client is willing to conduct business and use Company's Services only in reliance upon the following warranties and representations, and the Company, on behalf of itself and its Agents and Affiliates, hereby represents and warrants to the Client that:

- It is duly incorporated and validly existing under the laws of its country of incorporation, the Republic of Cyprus, and has all necessary powers and authority to enter into and perform its obligations under these Regulations and the agreements contemplated hereby.
- Such performance does not violate or conflict with any law or regulation applicable to the Company, any order or judgment of any court or other agency of government applicable to the Company, any provisions of its statutory documents, or any contractual restriction binding on or affecting the Company or any of its assets.
- The Company, its Agents and Affiliates, including its directors and employees, have all necessary licenses and authorizations for the Services to be provided to the Client in accordance with these Regulations and are duly authorized and empowered by the Company to act in accordance with these Regulations, and any person(s) signing the AGREEMENT and any other agreements contemplated hereby on behalf of the Company has/(have) been or shall have been duly authorized to do so.
- Its obligations under these Regulations and the agreements contemplated hereby constitute and will constitute legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general applicability (regardless of whether enforcement is sought in a proceeding in equity or at law)).

9.2. The representations, warranties and undertakings are given by the Company for itself and on behalf of its respective principal(s) (if any) and are deemed to be re-stated each date on which the Company enters into any Transaction or agreement on Client's behalf under these Regulations.

## 10. LIABILITIES OF THE PARTIES

10.1. Subject as otherwise provided herein, each Party shall compensate the other Party for a loss or damages incurred which may arise out of any fault in or failure of performing obligations under the Regulations by the Party and caused directly by its gross negligence or willful misconduct. In no event shall either Party be liable to the other for:

- Any actions by any Issuer of Securities that adversely affect the rights of holders of Securities, or
- Any failure of any relevant banking, depository, registration or clearing system in remitting or crediting funds or transferring securities.

10.2. The Parties agree not to hold each other liable for indirect damages in any case.

10.3. The Company (or its Agent) and any Affiliates thereof shall not be liable for the execution of Instruction or relevant Transaction if it fails to discharge any such corresponding obligation due to market conditions or the acts or omissions of any Issuer of Securities or a Counterparty or for reasons of Force Majeure.

10.4. The Client agrees to be responsible for and to indemnify and hold the Company, its Agent and any Affiliates thereof (each of them - an "Indemnified Person") harmless from and against all losses, damages, taxes, charges, fees, expenses, assessments, claims and liabilities (including, without limitation, legal fees and any liabilities to tax or withholding, which may be imposed in the future in respect of any Transaction), incurred or sustained by or assessed against the Indemnified Person as a result of performing Services under these Regulations, including, without limitation:

- Dealing in any Securities pursuant to the Client's Instruction(/s).
- Effecting Transactions or performing related transactions or rendering any service pursuant to the Client's Instruction(/s).
- Performing any other actions required for execution of the Client's Instruction.
- Any treatment by any authority of the Indemnified Person as the beneficial owner of Securities which are the subject of an Instruction.
- By reason of the Indemnified Person's acting in reliance on any information supplied by the Client, save in any case where (i) such liability is expressly regulated by the terms of these Regulations or (ii) where such liability has arisen as a result of the gross negligence or willful misconduct of the Indemnified Person.

The Client must remit to the Indemnified Person the amount of any indemnification owed by the Client hereunder within 5 (five) Business Days of receiving from the Indemnified Person a notice of indemnification.

The Client acknowledges that the tax treatment of a particular transaction or income depends on the individual circumstances of the Client and may be subject to change in the future.

10.5. The Company shall be under no liability for any loss or expense the Client may incur by reason of any delay or inability by the Company to perform Transaction caused by circumstances beyond its reasonable control or due to any change in market conditions before the Transaction is consummated.

10.6. The Company shall bear no responsibility or liability for any losses incurred by the Client with respect to the actions or inactions, failure to execute the Company's instructions, insolvency or otherwise of any banking institutions responsible for the receipt/transfer of funds, their conversion under the conversion Transactions undertaken by such banking institutions on behalf of the Company. The Company will not bear any credit or other risks associated with any Authorized Organisation engaged by the Company for safekeeping of the Client's Assets and/or for performing Transactions on the Client's behalf regardless of whether such Authorized Organisation is chosen by the Client or the Company. The Company shall not be responsible for making any inquiries or taking any actions with respect to the actions or inactions of such Authorized Organisation(s) or for compensating the Client for any losses resulting from such actions or inactions.

#### **11. RIGHTS TO USE INTERMEDIARY**

11.1. The Company shall have the right at any time to engage Agents and/or sub-custodians (including but not limited to any of its Affiliates) in the provision of Services to the Client in accordance with or pursuant to these Regulations. Such Agents and sub-custodians shall be entitled to perform any obligations or functions expressed to be those of the Company in these Regulations. Save for the cases (i) when usage of certain Agents or sub-custodians is required by legislation or trade regulations applicable to Transactions with Securities or necessary for the completion of a Transaction hereunder; or (ii) when requested so or agreed by the Client prior to such usage by the Company, the Company shall only be liable for direct losses, damages or costs to the Client arising from engagement of such Agents or sub-custodians to the extent the Company would have been liable had it performed such services itself.

In case of insolvency of a respective Agent or sub-custodian the Client will face the risk of losing its assets in whole or in part. The Company will not indemnify the Client of any damages so incurred unless the Company did not employ due skill and diligence when selecting the respective Agent or sub-custodian.

#### **12. TERM AND TERMINATION OF THE AGREEMENT**

12.1. The AGREEMENT as per Annex 1 to these Regulations shall come into force on the day of its signing by the Parties and shall be valid for a period of 1 (one) year.

12.2. The AGREEMENT is automatically extended every following year unless either of the Parties notifies the other Party of its desire to repudiate the AGREEMENT in accordance with provisions of this and the following Sections.

12.3. Each Party may terminate the AGREEMENT by sending a proper written notice to the other Party not later than 1 (one) month prior to such termination. In any case, termination will be without prejudice to:

- the completion of any Transactions or Operation with Assets already initiated by the Company upon the Client's Instruction
- any liabilities incurred by any Party under these Regulations prior to the termination of the AGREEMENT
- the terms of Section 15 of these Regulations and any other provision of these Regulations which are expressed to survive termination.

12.4 Upon termination of the AGREEMENT, the Company will deliver any remaining Assets held by it under this Regulations to the Client in accordance with the Client's Instructions which must be provided to the Company without undue delay. In the absence of the Client's respective Instruction by the date of termination the Company will deliver the Client's remaining funds to the Client's bank account specified by the Client in the Questionnaire for an Individual / legal entity (<https://veles-int.com/en/Services/Brokerage>).

#### **13. BANK ACCOUNTS**

13.1. The Client's banking details shall be those specified by the Client in the Questionnaire for an Individual / legal entity (<https://veles-int.com/en/Services/Brokerage>).

13.2. The Company's banking details shall be those specified in the AGREEMENT (concluded as per Annex 1 to these Regulations).

13.3. Either Party may change its banking details by sending proper written notice to the other Party, provided that any such change shall only be effective 5 (five) Business Days after it has been given (delivered) following provisions of Section 14 hereunder.

#### **14. NOTICES AND COMMUNICATIONS**

14.1. Any notice or other document to be given under these Regulations shall be in writing and sent by (i) registered post, or (ii) courier post, or (iii) facsimile or (iv) e-mail in the form of a scan-copy of the original document unless the Company does not require otherwise, to the Parties' contact details as indicated hereinbelow.

14.2. The Client's contact details shall be those specified by the Client in the Questionnaire for an Individual / legal entity (<https://veles-int.com/en/Services/Brokerage>).

14.3. The Company's contact details are as follows:

Address: 23 John Kennedy Ave., 5th floor, 1075 Nicosia, Cyprus

Fax number: +357 22 66 11 64

Phone number: +357 22 87 33 27

E-mail address: [info@veles-int.com](mailto:info@veles-int.com)

14.4. Any Party may change the contact details as indicated above by providing relevant notice to the other Party, but such changed details shall only be effective 5 (five) Business Days after such notification is given (delivered) in accordance with the provisions of this Section.

14.5. Any notice or other document shall be deemed to be given (delivered) as follows:

- If delivered by courier or by registered post on the date when it is delivered to the address indicated in or pursuant to these Regulations (the recipient Party shall confirm that fact by signing of the document on receipt of the relevant notice or other relevant document).
- If sent by fax, when a confirmatory answer is received back by the sender.
- If sent by e-mail, once sent by the Party.

14.6. Any notice or another document in writing, as well as any oral instruction shall be given by the Client in English unless otherwise is specifically agreed upon by the Parties. The Client has the right to request the particular document or information to be provided in English or supplemented with the appropriate translation into English whenever it is provided in any other language. The Company shall not render the services of translation of documents into English.

The language the Client will receive information from the Company shall be English or, if deemed appropriate and confirmed by the Company, any other language. If the information is provided by or to the Client in several languages and there are discrepancies between the versions the English version shall prevail.

14.7. The Company or any of its Affiliates, as the case may be, shall be entitled to presume that a request or notice that purports to be sent or communicated by the Client, or that appears to bear the Client's letterhead or facsimile letterhead and appears to be signed by an Authorized Person of the Client, is a valid request or notice from the Client.

14.8. The Company may also rely upon any communication in any form (including verbal communication) made by any Authorized Person of the Client. The Company must be notified promptly in writing of any changes in the composition of Authorized Persons.

14.9. Any information, additions and changes associated with the provision of Services in accordance with these Regulations may be provided to the Client by means of the Company's official Internet website ([www.veles-int.com](http://www.veles-int.com)) or by sending this information directly to the Client via any means hereby presumed. By accepting these Regulations the Client confirms that it has permanent Internet access and in evidence of this the Client informs the Company on its address of electronic mail (e-mail) that should be used by the Company including for the purposes to notify the Client of the address, or changes in the address, of the Company's website and also to notify the Client of any material changes in the information given by the Company to the Client if such notification is made by e-mail.

14.10. If the Client has any complaint about the Company's performance the Client should direct that complaint to the Director of the Company (contact details: e-mail [info@veles-int.com](mailto:info@veles-int.com), tel. +357 22 87 33 27, fax +357 22 66 11 64, attn.General Manager) who will procure the investigation of the nature of the complaint and will try to resolve it. The Client is hereby notified that the detailed Client Complaint Handling Procedure is permanently placed on the Company's web-site (<http://veles-int.com/en/Services/Regulations>) and it is the responsibility of the Client to carefully study this document.

## 15. CONFIDENTIALITY

15.1. Any information (in any form) transmitted by either Party to the other Party during the term hereof and containing non-public data about the Client, Instructions, Transactions, Securities, issuers, prices, offers or counterparts shall be confidential and shall not be disclosed to third parties, unless (a) authorized in writing by the other Party or (b) required under applicable legislation or convention or (c) required to implement the terms of these Regulations and/or the terms of any Transaction and/or Operations with Assets pursuant hereto or (d) in the public domain.

15.2. The Company, its Agent, its Affiliates and any undertaking of which the Company is an Affiliate shall have the right to record any and all telephone conversations between any of their directors, officers, employees or Agents and the Client and any of its directors, officers, employees or Agents. The Parties hereby agree to accept such records as evidence of communications between the Parties.

15.3. The terms of this Section shall survive termination of any relationship between the Company and the Client pursuant to these Regulations for a period of 2 (two) years.

## 16. MISCELLANEOUS

16.1. The Client shall maintain with the Company an up-to-date list of Authorized Persons with specimen signatures (which is included in the Questionnaire for an Individual / legal entity (<https://veles-int.com/en/Services/Brokerage>)) from whom the Company will accept Instructions pursuant to these Regulations. The Client shall provide the Company with such other documents (as defined in Appendix 1 to the AGREEMENT herein) as the Company may determine necessary for carrying out Services under these Regulations. The Client shall also provide the Company with a power of attorney (if necessary) and such other documents duly notarized (and if necessary - legalized) as may be deemed necessary by the Company to effect the re-registration of the Securities in the name of the Client or its Nominee.

16.2. In case the provisions of these Regulations cannot be applied in full or in part to Transactions with certain investment instruments carried out on behalf of the Client hereunder, then the relevant laws and regulations of applicable jurisdictions and rules of relevant trade exchanges, as well as general trade practice by virtue of any course of dealing shall apply to such Transactions in executing the Client's Instructions.

16.3. The Client acknowledges that the Company is entitled to unilaterally vary, change and replace the form and contents of these Regulations from time to time and accepts that it shall be bound by the most recent version duly notified to it under the Provisions of these Regulations prior to placing any Instruction hereunder.

16.4. These Regulations contain the entire agreement and understanding of the Parties hereto with respect to the Transactions and Services contemplated hereby. These Regulations supersede all prior agreements and understandings, whether written or oral, between the Parties hereto with respect to the Transactions and Services and replaces in its entirety all existing documents with respect to the Transactions and Services.

16.5. Each Party shall perform or execute, or cause to be performed or executed, all acts, documents, instructions or other actions as and when necessary to give effect to these Regulations.

16.6. Nothing in these Regulations is intended by either Party to create a joint activity under any applicable law or a joint venture or partnership under any law.

16.7. No Party may without the prior written consent of the other Party transfer any of its rights or obligations hereunder to any person. However, the Company may assign its rights and obligations to its Affiliate without receiving prior consent from the Client if it is necessary for protection of the Client's interests.

16.8. If any term or provision of these Regulations shall be held illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part of it shall to that extent be deemed not to form part of these Regulations but the enforceability of the remainder of these Regulations shall not be affected.

16.9. Unless expressly agreed upon by the Parties in writing the provisions of these Regulations shall supersede anything contained in the Client's Instructions to the contrary.



## **17. DISPUTE RESOLUTION**

17.1. These Regulations, Transactions and Services contemplated and undertaken pursuant hereto and the obligations of the Parties hereunder shall be governed by and construed in accordance with laws of the Republic of Cyprus.

17.2. Any disputes arising from these Regulations or in connection with them, including the issues of their enforcement, legal validity or termination shall be settled by negotiations between the Parties. If the Parties fail to settle the dispute in 30 (thirty) calendar days any Party has the right, and the Parties agree to this, to delegate the case to Cyprus courts according to their rules and under applicable legislation.

**ANNEX 2 TO THE REGULATIONS FOR PROVISION OF BROKERAGE AND CUSTODY SERVICES**

**COMPANY'S COMMISSIONS**

**1. CLASSIC BROKERAGE SERVICES (SUBMISSION OF INSTRUCTION BY PHONE, FAX OR E-MAIL):**

FOR CLASSIC BROKERAGE SERVICES THE FOLLOWING COMMISSIONS SHALL BE PAYABLE BY THE CLIENT TO THE COMPANY:

**RTS-MICEX**

Market Place	Volume < \$ 1 Mio.	\$ 1 Mio. < Volume < \$ 5 Mio.	Volume > \$ 5 Mio.
RTS-MICEX	0,20% of transaction value, Min. \$ 100	0.28% of transaction value, Min. \$ 100	0.15% of transaction value, Min. \$ 100
FORTS (Futures and Options)	1 RUR for any contract*		

\*Not including stock exchange fee

**East European Markets**

Market Place	Volume < \$ 1 Mio.	\$ 1 Mio. < Volume < \$ 5 Mio.	Volume > \$ 5 Mio.
Ukraine	0,30% of transaction value, Min. \$ 100	0.28% of transaction value, Min. \$ 100	0.26% of transaction value, Min. \$ 100
Kazakhstan	0,30% of transaction value, Min. \$ 100	0.28% of transaction value, Min. \$ 100	0.26% of transaction value, Min. \$ 100
Uzbekistan	0,30% of transaction value, Min. \$ 100	0.28% of transaction value, Min. \$ 100	0.26% of transaction value, Min. \$ 100

**Over the counter Market**

Market Place	Volume < \$ 1 Mio.	\$ 1 Mio. < Volume < \$ 5 Mio.	Volume > \$ 5 Mio.
OTC market	0,40% of transaction value, Min. \$ 100	0.40% of transaction value, Min. \$ 100	0.40% of transaction value, Min. \$ 100

**West European Markets\***

Market Place	Volume < \$ 1 Mio.	\$ 1 Mio. < Volume < \$ 5 Mio.	Volume > \$ 5 Mio.
LONDON SE IOB	0,30% of transaction value, Min. \$ 100	0.28% of transaction value, Min. \$ 100	0.26% of transaction value, Min. \$ 100
LONDON SE (AIM section)	0,30% of transaction value, Min. \$ 100	0.28% of transaction value, Min. \$ 100	0.26% of transaction value, Min. \$ 100
XETRA (Germany)	0,30% of transaction value, Min. \$ 100	0.28% of transaction value, Min. \$ 100	0.26% of transaction value, Min. \$ 100
EURONEXT (PARIS)	0,30% of transaction value, Min. \$ 100	0.28% of transaction value, Min. \$ 100	0.26% of transaction value, Min. \$ 100
EURONEXT (AMSTERDAM)	0,30% of transaction value, Min. \$ 100	0.28% of transaction value, Min. \$ 100	0.26% of transaction value, Min. \$ 100
EURONEXT (BRUSSELS)	0,30% of transaction value, Min. \$ 100	0.28% of transaction value, Min. \$ 100	0.26% of transaction value, Min. \$ 100

\* Additional markets can be connected by request

**American Markets**

Market Place	Volume < \$ 1 Mio.	\$ 1 Mio. < Volume < \$ 5 Mio.	Volume > \$ 5 Mio.
NYSE, NASDAQ, AMEX	0,30% of transaction value, Min. \$ 100	0.28% of transaction value, Min. \$ 100	0.26% of transaction value, Min. \$ 100

- "Volume" shall mean present day's turnover of the Client with the Company.
- "Min" shall mean minimum commission rate to be paid by the Client per Instruction fully or partly executed.

**2. ELECTRONIC TRADING**

COMMISSION FOR TRADES PERFORMED FROM THE CLIENT'S DISTANT WORKSTATION, WITH THE USE OF ELECTRONIC SYSTEM:

**Russia**

Market Place	Volume < \$ 1 Mio.	\$ 1 Mio. < Volume < \$ 5 Mio.	Volume > \$ 5 Mio.
RTS-MICEX	0.15% of transaction value, Min. \$ 25	0.13% of transaction value, Min. \$ 25	0.11% of transaction value, Min. \$ 25
FORTS (Futures and Options)	1 RUR for any contract*		

\*Not including stock exchange fee

- "Volume" shall mean present day's turnover of the Client with the Company.
- "Min" shall mean minimum commission rate to be paid by the Client per Instruction fully or partly executed.

**2. COVERED SERVICES**

The Investor Compensation Fund covers the following services:

1. (a) reception and transmission, on behalf of customers, of orders in relation to one or more of the financial instruments, (b) execution of such orders, as listed in paragraph (a), other than for own account;
2. dealing in financial instruments for own account;
3. managing of investment portfolios in accordance with mandates given by customers on a discretionary basis, where such portfolios include one or more financial instruments;
4. underwriting in respect of issues of any of the financial instruments; as well as the non-core service of:
5. safe-keeping or administration in relation to one or more of the financial instruments.

The phrase "financial instruments" in the previous paragraph refers to:

- (a) Transferable securities and units in collective investment undertakings;
- (b) Money market instruments;
- (c) Financial futures contracts, including equivalent cash-settled instruments;
- (d) Forward interest-rate agreements (FRAs);

(e) Interest-rate, currency and equity swaps.

### 3. COVERED CLIENTS

The ICF covers the clients of CIFs except those, who are included in the following categories of investors:

1. The following categories of institutional and professional investors:

- (a) Investment Firms (IFs);
- (b) Legal entities associated with the Company and, in general, belonging to the same group of companies as the Company;
- (c) Banks;
- (d) Cooperative credit institutions;
- (e) Insurance companies;
- (f) Collective investment undertakings and their management companies;
- (g) Social insurance institutions and funds;
- (h) Investors characterized by the Company as professional upon their request, in accordance with articles 14 and 15 of the Code of Professional Conduct of Investment Firms.

2. States and supranational organizations.

3. Central, federal, confederate, regional and local administrative authorities.

4. Enterprises associated with the Company. Associated enterprises here means companies belonging to the same group as well as natural persons who directly or indirectly control that legal person or its parent company, holding a minimum percentage of 20% of the share capital or voting rights and their associates.

5. Managerial and administrative staff of the Company.

6. Shareholders of the Company, whose participation directly or indirectly in the capital of the Company amounts to at least 5% of its share capital, or their partners, who are personally liable for the obligations of the Company, as well as persons responsible for the carrying out of the financial audit of the Company as provided by the Law, such as Company's qualified auditors.

7. Investors having investments in enterprises connected with the Company and, in general, of the group of companies, to which the Company belongs, or positions and duties corresponding to the ones listed in paragraphs (5) and (6) above.

8. Second-degree relatives and spouses of the persons listed in paragraphs (5), (6) and (7), as well as third parties acting on behalf of these persons.

9. Investors involved in money laundering activities or investors responsible for the financial difficulties of the Company or having contributed to the worsening of the Company's financial situation or which have profited from these activities.

10. Companies (investors), which due to their size are not allowed not to draw a summary balance sheet in accordance with the Companies Law or corresponding law of a Member State.

### 4. Preconditions for the initiation of the compensation payment procedure by the Fund

The Fund initiates the compensation payment procedure when at least one of the following prerequisites is fulfilled:

- (a) The Cyprus Securities and Exchange Commission has determined that CIF is for the time being unable to meet its obligations arising from its investors-customers' claims, in connection with the covered services it has provided, as long as such inability is directly related to the CIF's financial position, which has no realistic prospect of improvement in the near future, or
- (b) Court, based on grounds directly related to the financial position of a CIF, has made a ruling which has the effect of suspending the investors-customers' ability to lodge claims against the CIF.

Upon issuance of a decision by the Cyprus Securities and Exchange Commission or by the Court in accordance with paragraph (a) or (b) above respectively, on the commencement of the compensation payment procedure, the Fund publishes in at least three national newspapers an invitation to the covered customers to make their claims against CIF arising from covered services, designating the procedure for the submission of the relevant applications, the deadline for their submission and their content.

### 5. COMPENSATION AMOUNT - FORMALITIES

The amount of compensation payable to each covered customer is calculated in accordance with the legal and contractual terms governing the relation of the covered customer with CIF, subject to the rules of set-off applied for the calculation of the claims between the covered customer and CIF. The calculation of the payable compensation derives from the sum of total established claims of the covered customer against CIF, arising from all covered services provided by CIF and regardless of the number of accounts of which the customer is a beneficiary, the currency and place of provision of these services.

If the amount of the claim determined exceeds the amount corresponding to Euro 20.000 (twenty thousand Euros), the claimant receives as compensation the lump sum in Euros of the amount of Euro 20.000 (twenty thousand Euros).

In case of the investment firm providing services to its clients through a branch situated in a third country, the amount of the maximum compensation payable to clients comes up to the lump sum paid by any investor compensation scheme in operation in the third country, without however this amount exceeding the amount of Euro 20.000 (twenty thousand Euros) per client.

If in the third country, in the case described above, an investor compensation scheme is not in operation, the maximum amount of payable compensation comes up to Euro 3.400 (three thousand four hundred Euros) per client.

Upon completion of the valuation, the Fund:

- (a) issues minutes listing the customers of CIF who are entitled to compensation, along with the amount of money each one of them is entitled to receive and communicates it to the Cyprus Securities and Exchange Commission and CIF within five working days from its issue and
- (b) communicates to each affected customer its finding no later than fifteen days from the issue of the minutes, determining the total compensation amount this customer is entitled to receive.

The claimant, to whom the Fund communicates the total compensation amount to which he is entitled, in case he disagrees with the Fund's decision, has the right within ten days from the communication of the decision to appeal to the Cyprus Securities and Exchange Commission, justifying sufficiently his alleged claim.

The Fund is obliged to pay to each covered customer (claimant) the compensation within three months from sending to the Cyprus Securities and Exchange Commission the minutes with the compensation beneficiaries.

## **ANNEX 3 TO THE REGULATIONS FOR PROVISION OF BROKERAGE AND CUSTODY SERVICES**

### **INFORMATION TO CLIENTS OF THE COMPANY IN RELATION TO INVESTOR COMPENSATION FUND FOR CUSTOMERS OF CYPRUS INVESTMENT FIRMS (CIFs)**

#### **1. INVESTOR COMPENSATION FUND**

The *Company* is a member of the Investor Compensation Fund (ICF) for Customers of Cypriot Investment Firms (CIFs) and other Investment Firms (IFs) which are not credit institutions (hereinafter referred to as the "Fund"). The ICF was established under the Investment Firms (IF) Law 2002 as amended (the "Law") and the Establishment and Operation of an Investor Compensation Fund for Customers of CIFs Regulations of 2004 (hereinafter referred to as the "Regulations"), which were issued under the Law.

The Fund constitutes a private law legal entity and its administration is exercised by an Administrative Committee of five members, who are designated for a three-year term. The Fund has been operating since 30 May 2004.

#### **2. COVERED SERVICES**

The Investor Compensation Fund covers the following services:

1. (a) reception and transmission, on behalf of customers, of orders in relation to one or more of the financial instruments, (b) execution of such orders, as listed in paragraph (a), other than for own account;
2. dealing in financial instruments for own account;
3. managing of investment portfolios in accordance with mandates given by customers on a discretionary basis, where such portfolios include one or more financial instruments;
4. underwriting in respect of issues of any of the financial instruments; as well as the non-core service of:
5. safe-keeping or administration in relation to one or more of the financial instruments.

The phrase "financial instruments" in the previous paragraph refers to:

- (f) Transferable securities and units in collective investment undertakings;
- (g) Money market instruments;
- (h) Financial futures contracts, including equivalent cash-settled instruments;
- (i) Forward interest-rate agreements (FRAs);
- (j) Interest-rate, currency and equity swaps.

#### **3. COVERED CLIENTS**

The ICF covers the clients of CIFs except those, who are included in the following categories of investors:

1. The following categories of institutional and professional investors:

- (b) Investment Firms (IFs);
- (b) Legal entities associated with the Company and, in general, belonging to the same group of companies as the Company;
- (c) Banks;
- (d) Cooperative credit institutions;
- (e) Insurance companies;
- (f) Collective investment undertakings and their management companies;
- (g) Social insurance institutions and funds;
- (h) Investors characterized by the Company as professional upon their request, in accordance with articles 14 and 15 of the Code of Professional Conduct of Investment Firms.

2. States and supranational organizations.
3. Central, federal, confederate, regional and local administrative authorities.
4. Enterprises associated with the Company. Associated enterprises here means companies belonging to the same group as well as natural persons who directly or indirectly control that legal person or its parent company, holding a minimum percentage of 20% of the share capital or voting rights and their associates.
5. Managerial and administrative staff of the Company.
6. Shareholders of the Company, whose participation directly or indirectly in the capital of the Company amounts to at least 5% of its share capital, or their partners, who are personally liable for the obligations of the Company, as well as persons responsible for the carrying out of the financial audit of the Company as provided by the Law, such as Company's qualified auditors.
7. Investors having investments in enterprises connected with the Company and, in general, of the group of companies, to which the Company belongs, or positions and duties corresponding to the ones listed in paragraphs (5) and (6) above.
8. Second-degree relatives and spouses of the persons listed in paragraphs (5), (6) and (7), as well as third parties acting on behalf of these persons.
9. Investors involved in money laundering activities or investors responsible for the financial difficulties of the Company or having contributed to the worsening of the Company's financial situation or which have profited from these activities.
10. Companies (investors), which due to their size are not allowed not to draw a summary balance sheet in accordance with the Companies Law or corresponding law of a Member State.

#### **4. Preconditions for the initiation of the compensation payment procedure by the Fund**

The Fund initiates the compensation payment procedure when at least one of the following prerequisites is fulfilled:

- (a) The Cyprus Securities and Exchange Commission has determined that CIF is for the time being unable to meet its obligations arising from its investors-customers' claims, in connection with the covered services it has provided, as long as such inability is directly related to the CIF's financial position, which has no realistic prospect of improvement in the near future, or
- (b) Court, based on grounds directly related to the financial position of a CIF, has made a ruling which has the effect of suspending the investors-customers' ability to lodge claims against the CIF.

Upon issuance of a decision by the Cyprus Securities and Exchange Commission or by the Court in accordance with paragraph (a) or (b) above respectively, on the commencement of the compensation payment procedure, the Fund publishes in at least three national newspapers an invitation to the covered customers to make their claims against CIF arising from covered services, designating the procedure for the submission of the relevant applications, the deadline for their submission and their content.

#### **5. COMPENSATION AMOUNT - FORMALITIES**

The amount of compensation payable to each covered customer is calculated in accordance with the legal and contractual terms governing the relation of the covered customer with CIF, subject to the rules of set-off applied for the calculation of the claims between the covered customer and CIF. The calculation of the payable compensation derives from the sum of total established claims of the covered customer against CIF, arising from all covered services provided by CIF and regardless of the number of accounts of which the customer is a beneficiary, the currency and place of

provision of these services.

If the amount of the claim determined exceeds the amount corresponding to Euro 20.000 (twenty thousand Euros), the claimant receives as compensation the lump sum in Euros of the amount of Euro 20.000 (twenty thousand Euros).

In case of the investment firm providing services to its clients through a branch situated in a third country, the amount of the maximum compensation payable to clients comes up to the lump sum paid by any investor compensation scheme in operation in the third country, without however this amount exceeding the amount of Euro 20.000 (twenty thousand Euros) per client.

If in the third country, in the case described above, an investor compensation scheme is not in operation, the maximum amount of payable compensation comes up to Euro 3.400 (three thousand four hundred Euros) per client.

Upon completion of the valuation, the Fund:

- (c) issues minutes listing the customers of CIF who are entitled to compensation, along with the amount of money each one of them is entitled to receive and communicates it to the Cyprus Securities and Exchange Commission and CIF within five working days from its issue and
- (d) communicates to each affected customer its finding no later than fifteen days from the issue of the minutes, determining the total compensation amount this customer is entitled to receive.

The claimant, to whom the Fund communicates the total compensation amount to which he is entitled, in case he disagrees with the Fund's decision, has the right within ten days from the communication of the decision to appeal to the Cyprus Securities and Exchange Commission, justifying sufficiently his alleged claim.

The Fund is obliged to pay to each covered customer (claimant) the compensation within three months from sending to the Cyprus Securities and Exchange Commission the minutes with the compensation beneficiaries.

## ANNEX 4 TO THE REGULATIONS FOR PROVISION OF BROKERAGE AND CUSTODY SERVICES

### Criteria of clients' categorization

The Company, duly authorized by the Cyprus Securities and Exchange Commission, License No: 075/06, to execute orders on behalf of clients and/or to receive and transmit orders, may bring about or enter into transactions with eligible counterparties (as defined hereinbelow) without being obliged to comply with the obligations under Articles 19, 21 and 22(1) of the European Directive 2004/39/EK in respect of those transactions or in respect of any ancillary service directly related to those transactions.

The Company shall recognise as **Eligible Counterparty**:

- (a) Investment firms
- (b) Credit institutions
- (c) Insurance companies
- (d) UCITS and their management companies
- (e) Pension funds and their management companies
- (f) Other financial institutions authorised or regulated under Community legislation or the national law of a Member State, undertakings exempted from the application of this Directive under Article 2(1)(k) and (l), national governments and their corresponding offices including public bodies that deal with public debt, central banks and supranational organisations.

Classification as an Eligible Counterparty shall be without prejudice to the right of such entities to request, either on a general form or on a trade-by-trade basis, treatment as clients whose business with the investment firm is subject to Articles 19, 21 and 22 of the European Directive 2004/39/EK.

### Professional Clients

Professional client is a client who possesses the experience, knowledge and expertise to make its own investment decisions and properly assess the risks that it incurs. In order to be considered a professional client, the client must comply with the following criteria:

#### **Section I: Categories of clients who are considered to be professionals**

The following should all be regarded as professionals in all investment services and activities for the purposes of the Directive.

(1) Entities, which are required to be authorised or regulated to operate in the financial markets. The list below should be understood as including all authorised entities carrying out the characteristic activities of the entities mentioned: entities authorised by a Member State under a Directive, entities authorised or regulated by a Member State without reference to a Directive, and entities authorised or regulated by a non-Member State:

- (a) Credit institutions
- (b) Investment firms
- (c) Other authorised or regulated financial institutions
- (d) Insurance companies
- (e) Collective investment schemes and management companies of such schemes
- (f) Pension funds and management companies of such funds
- (g) Commodity and commodity derivatives dealers
- (h) Locals
- (i) Other institutional investors

(2) Large undertakings meeting two of the following size requirements on a company basis:

- balance sheet total: EUR 20,000,000,
- net turnover: EUR 40,000,000,
- own funds: EUR 2,000,000.

(3) National and regional governments, public bodies that manage public debt, Central Banks, international and supranational institutions such as the World Bank, the IMF, the ECB, the EIB and other similar international organisations.

(4) Other institutional investors whose main activity is to invest in financial instruments, including entities dedicated to the securitization of assets or other financing transactions.

The entities mentioned above are considered to be professionals. They must however be allowed to request nonprofessional treatment and investment firms may agree to provide them with a higher level of protection. Where the client of an investment firm is an undertaking referred to above, the investment firm must inform it prior to any provision of services that, on the basis of the information available to the firm, the client is deemed to be a professional client, and will be treated as such unless the firm and the client agree otherwise. The firm must also inform the customer that he can request a variation of the terms of the agreement in order to secure a higher degree of protection.

It is the responsibility of the client, considered to be a professional client, to ask for a higher level of protection when it deems it is unable to properly assess or manage the risks involved.

This higher level of protection will be provided when a client who is considered to be a professional enters into a written agreement with the investment firm to the effect that it shall not be treated as a professional for the purposes of the applicable conduct of business regime. Such agreement should specify whether this applies to one or more particular services or transactions, or to one or more types of product or transaction.

#### **Section II: Clients who may be treated as professionals on request**

##### **1. Identification criteria**

Clients other than those mentioned in section I, including public sector bodies and private individual investors, may also be allowed to waive some of the protections afforded by the conduct of business rules.

The Company is allowed to treat any of the above clients as professionals provided the relevant criteria and procedure mentioned below are fulfilled. These clients should not, however, be presumed to possess market knowledge and experience comparable to that of the categories listed in section I.

Any such waiver of the protection afforded by the standard conduct of business regime shall be considered valid only if an adequate assessment of the expertise, experience and knowledge of the client, undertaken by the investment firm, gives reasonable assurance, in light of the nature of the transactions or services envisaged, that the client is capable of making his own investment decisions and understanding the risks involved.

The fitness test applied to managers and directors of entities licensed under Directives in the financial field could be regarded as an example of the assessment of expertise and knowledge. In the case of small entities, the person subject to the above assessment should be the person authorised to carry out transactions on behalf of the entity.

In the course of the above assessment, as a minimum, two of the following criteria should be satisfied:

- the client has carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters,
- the size of the client's financial instrument portfolio, defined as including cash deposits and financial instruments exceeds EUR 500,000
- the client works or has worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.

## **2. Procedure**

The clients defined above may waive the benefit of the detailed rules of conduct only where the following procedure is followed:

- they must state in writing to the Company that they wish to be treated as a professional client, either generally or in respect of a particular investment service or transaction, or type of transaction or product,
- the Company must give them a clear written warning of the protections and investor compensation rights they may lose,
- they must state in writing, in a separate document from the Agreement, that they are aware of the consequences of losing such protections.

Before deciding to accept any request for waiver, the Company must take all reasonable steps to ensure that the client requesting to be treated as a professional client meets the relevant requirements stated in Section II.1 above.

However, if clients have already been categorised as professionals under parameters and procedures similar to those above, it is not intended that their relationships with the Company should be affected by any new rules adopted pursuant here from.

Professional clients are responsible for keeping the firm informed about any change, which could affect their current categorisation. Should the Company become aware however that the client no longer fulfils the initial conditions, which made him eligible for a professional treatment; the investment firm must take appropriate action.