

SOVA CAPITAL LIMITED

TERMS OF BUSINESS FOR PROFESSIONAL CLIENTS

version B (5.0)¹

These Terms of Business (the "**Terms**") comprise the following Sections and Appendixes, which are applicable as set out below:

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TERMS OF BUSINESS FOR PROFESSIONAL CLIENTS

SECTION A: GENERAL TERMS

1. Purpose and Basis of These Terms

- 1.1 Sova Capital Limited ("**we**" "**us**" or "**SCL**") is authorised and regulated by the Financial Conduct Authority (the "**FCA**") and appears on the FCA Register with firm reference number 225539. We are registered in England and Wales under registered number 4621383. Our registered office is located at 88 Wood Street, London, EC2V 7RS, UK.
- 1.2 The FCA's registered office is located at 25 The North Colonnade, London, E14 5HS, and the FCA Register can be accessed at <http://www.fsa.gov.uk/register>.
- 1.3 These Terms (defined below) are modular and shall comprise Section A and such other Sections as agreed in writing with you.
- 1.4 Unless otherwise agreed, the Terms described herein will apply to the Services (defined below) which we may provide for you or any Transaction (defined below) we may enter into with or for you. Nothing in these Terms shall preclude or restrict any duty or liability we incur to you in your capacity as our client and which arises under the UK regulatory system.
- 1.5 Certain Transactions (defined below) we may enter into with you or on your behalf may be subject to additional terms as agreed from time to time. For example, the terms of the relevant master agreement will prevail in the event of a conflict with these Terms.
- 1.6 These Terms will be legally binding with effect from 3 January 2018 and will take effect after receipt by you on your beginning or continuing to undertake business with us or our Affiliates on or after 3 January 2018. These Terms replace any previous terms of business issued by us in relation to Services which may be provided under these Terms.

2. Definitions and Interpretation

- 2.1 Save where the context otherwise requires, the following words and phrases shall have the following meanings in these Terms:

"Account" means one or more accounts in our books, in which we record:

- (a) all amounts credited and debited to you, and
- (b) all Assets and Cash we hold on your behalf;

"Act" means the Financial Services and Markets Act 2000, as amended from time to time;

"Affiliate"	means any affiliated company as defined in the FCA Rules;
"Algorithmic Identifier"	means all trading algorithm identifiers, flags or IDs used in relation to an order on a Market;
"Applicable Regulations"	means: <ul style="list-style-type: none"> (a) the FCA Rules and any other rules of a relevant regulatory authority to which we or you are subject; (b) rules, regulations, customs and practices from time to time of any Market upon which Transactions are executed; and (c) all other applicable laws, rules and regulations as in force from time to time to which we or you are subject;
"Assets"	means any securities, contracts, financial instruments or investments of all and any description, certificates or instruments representing or relating to any of the foregoing, precious metals, warrants or warehouse receipts representing physical commodities, as well as all rights to or interests in any of the foregoing, all the income and rights of any kind whatsoever arising therefrom and proceeds of the sale of any of the foregoing;
"Base Currency"	means United States Dollars (USD) or such other currency as we may agree will be the base currency in which we will account to you;
"Bank Recovery and Resolution Directive" or "BRRD"	means Directive 2014/59/EU;
"BRRD Entity"	means those EEA entities within the scope of the BRRD including EEA credit institutions, certain EEA investment firms and/or their EEA subsidiaries or parents). For the avoidance of doubt, this includes SCL;
"BRRD Resolution Authority"	means any resolution authority empowered to apply the resolution tools or exercise the resolution powers under the BRRD;
"Business Day"	a Business Day shall mean any day in England on which banks and Markets are open for business, save in relation to the payment and receipt of Russian Rubles and/or securities issued and listed in Russia in accordance with Russian regulation where "Business Day" shall mean any day in Russia on which commercial banks are open for business in Moscow;
"Cash"	means any money that we receive from you or hold for or on your behalf in the course of, or in connection with, the Services provided under these Terms;

"CASS"	means the Client Assets Sourcebook as set out in the FCA Handbook;
"Client Money"	has such meaning as set forth in the FCA Rules;
"Client Money and Asset Rules"	means the rules set out in CASS, as amended, supplemented or replaced from time to time;
"Confirmations"	has the meaning ascribed to it in Clause 10 of this Section A;
"Custody Assets"	means any designated investments held for you or on your behalf or any other Assets which are or may be held in connection with securities held for you or on your behalf, which are subject to the FCA's Rules on safe custody;
"Data Protection Law"	means the EU General Data Protection Regulation (EU) 2016/679;
"Default Official"	has the meaning ascribed to it in Clause 26 of this Section A;
"Direct Trading Participant"	means a direct trading participant or a direct member of a Market;
"DVP"	means delivery versus payment in a securities transfer system whereby delivery only occurs if, and only if, payment occurs;
"EEA"	means the European Economic Area;
"Elective Professional Client"	has such meaning as set forth in the FCA Rules;
"Eligible Counterparty"	has such meaning as set forth in the FCA Rules;
"Equivalent Assets"	shall mean Assets from the same issuer, of an identical type, nominal value, description and amount and which have the same rights, provided that where any Assets are the subject of a corporate action or other similar event, we may reasonably determine what Assets are to be treated as "equivalent" for this purpose. In the event that Equivalent Assets are not available, this expression shall mean Cash of equivalent value;
"EU"	means the member states forming the European Union and the member states forming the EEA;
"Event of Default"	has the meaning ascribed to it in Clause 26 of this Section A;
"Exchange Impediment"	has the meaning ascribed to it in Clause 8.2 of this Section A;
"FATCA"	the Foreign Account Tax Compliance Act included in Sections 1471 through 1474 (inclusive) of the U.S. Internal Revenue Code of 1986, as amended from time to time;

"Fees"	has the meaning ascribed to it in Clause 17 of this Section A;
"FOP"	means free of payment whereby delivery of securities is made without a corresponding payment of funds;
"FCA"	means the Financial Conduct Authority of the United Kingdom or its successors;
"HFT Regulations"	means applicable laws (including, but not limited to MiFID and its accompanying and subsidiary legislation and regulations and national implementing measures), rules, regulations of government authorities, self-regulatory organisations and other supra-national bodies and Markets, including any interpretative guidelines of such entities relating to algorithmic trading;
"FCA Handbook"	means the FCA's Handbook of Rules and Guidance (http://www.fshandbook.info/FS/html/FCA/);
"FCA Rules"	means the rules and guidance issued by the FCA from time to time, including without limitation, the FCA Handbook;
"Loss"	means any and all losses, damages, costs, liabilities or expenses (including reasonable legal fees) of any kind; including any loss of bargain, cost of funding or, at the election of the Party incurring losses, but without duplication, loss or cost incurred as a result of terminating, liquidating, obtaining or re-establishing any hedge or related trading position (or any gain resulting from any of them). Loss includes losses and costs (or gains) in respect of any payment or delivery required to have been made;
"Margin"	means such amount of Assets or Cash, in a form and amount acceptable to us, as we, in our sole discretion, deem to be necessary to secure or otherwise cover present, future, actual, contingent or prospective obligations;
"Market"	means any Regulated Market, MTF, OTF or any other market, exchange or trading system, on which Transactions are effected pursuant to these Terms, as well as the central counterparty, clearing house or settlement system of any of the foregoing;
"MiFID"	means Directive 2014/65/EU of the European Parliament and the Council of 15 May 2014 on markets in financial instruments;
"MTF"	means multilateral trading facility as defined in the FCA Rules;
"Notices"	has the meaning ascribed to it in Clause 10 of this Section A;

"Obligations"	means obligations, present or future, actual, contingent or prospective, owed, or which may become owing, by you to us under any Transaction or designated by us in writing;
"Order Execution Policy"	means our then current order execution policy as published on our website at www.otkritie-capital.com/en/tob/current ;
"OTF"	means an organised trading facility as defined in the FCA Rules;
"Personal Data"	means personal data as defined in the Data Protection Law;
"Position"	means a position that has been opened for the sale or purchase of Assets or giving a right to sell or purchase or deliver or receive Assets on a future date;
"Professional Client"	has such meaning as set forth in the FCA Rules;
"Regulated Market"	has such meaning as set forth in the FCA Rules;
"Retail Client"	has such meaning as set forth in the FCA Rules;
"Services"	has the meaning ascribed to it in Clause 4.1 of this Section A;
"Systematic Internaliser"	has such meaning as set forth in the FCA Rules;
"Terms"	<p>means the terms contained herein (including the provisions of any Section, Annex and/or Appendix to these Terms), as extended or amended from time to time:</p> <p>(a) by us in accordance with these terms; or</p> <p>(b) by written agreement arrangement or understanding between you and us and signed by or on behalf of each of you and us;</p>
"Transaction"	means any transaction you enter into with or through us. For the purpose of Clause 26, Transaction also means any transaction you enter into with or through us or any of our Affiliates from time to time. Where you act as a guarantor to another party, Transaction also means any transaction of such other party with or through us or any of our Affiliates;
"UK" and "United Kingdom"	means the United Kingdom of Great Britain and Northern Ireland, including its territories, possessions and all areas subject to its jurisdiction; and
"UK IGA"	means an Intergovernmental Agreement between the governments of the United States and United Kingdom to facilitate the implementation of FATCA.

2.2 References in these Terms to statutes, the FCA Rules and any other rules, regulations or laws shall be to such statutes as modified, amended, restated or replaced from time to time.

- 2.3 References to Clauses are to the Clauses of these Terms.
- 2.4 Headings are included for convenience only and shall not affect the interpretation of these Terms.
- 2.5 Unless the context requires otherwise, words used in these Terms importing the singular shall be deemed to include the plural and vice versa.
- 2.6 In these Terms the words "**other**", "**includes**", "**including**", "**for example**", "**particularly**" and "**in particular**" (or any other words with a similar meaning) do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

3. **Client Categorisation**

- 3.1 We will categorise you according to the FCA Rules and separately notify you of your client categorisation. You have the right to request a different client categorisation by writing to us. If you request to be categorised as a Retail Client we will not provide services to you as we do not provide our services to Retail Clients. If you are re-classified as an Elective Professional Client, the statutory and regulatory protections which we would be required to provide you are reduced compared with those of a Retail Client. If you are re-categorised as an Eligible Counterparty for any of our services, the statutory and regulatory protections which we would be required to provide to you are limited. Please refer to Appendix 2 for details regarding the different FCA protections associated with each type of client categorisation.
- 3.2 You acknowledge and agree that you are responsible for informing us if your client categorisation is not appropriate and for keeping us informed about any change which could affect your client categorisation.
- 3.3 Unless we agree otherwise, and unless you notify us otherwise in writing, we will assume you are acting as principal and not as agent on behalf of another person. Notwithstanding any such notification or any awareness on our part that you may be acting on behalf of another person, in all cases we will treat only you as our client for the purposes of the FCA Rules. We shall not owe any duties, responsibilities or obligations under the FCA Rules to anyone on whose behalf you may be acting. If you are acting as agent or trustee for another person, Section F (Agency Terms) of these Terms will apply to you.
- 3.4 We may enter into any Transaction with you as principal or as agent, as will be determined by us in accordance with the Order Execution Policy. We shall notify you of the capacity in which we deal with you in respect of each Transaction in the confirmation for the relevant Transaction.

4. **Description of Services**

- 4.1 Subject to these Terms, we may provide to you dealing and broking services in respect of Assets, Cash or related instruments including (without limit) futures, options and contracts for differences, listed or admitted for trading on Regulated Markets, MTFs, OTFs and other execution venues as we may select and on an over-the-counter (or off-exchange) basis and such other services as we may agree to provide to you from time to time (the "**Services**").

- 4.2 We will only execute Transactions upon receipt of specific instructions from you. We do not provide advice on investments relating to the merits or suitability of a Transaction. You will remain solely responsible for any investment decision.
- 4.3 All Transactions are subject to risk and the degree of risk is a matter of judgement and cannot be accurately pre-determined. Your attention is drawn to the specific risk disclosures which are set out in Appendix 1 to these Terms.
- 4.4 We are authorised by you to do anything which we consider necessary or appropriate either to provide the Services (including but not limited to acting as your agent and delegating our authority as your agent to another person or entity) or to comply with any Applicable Regulations.
- 4.5 We shall not provide, and you shall be responsible for obtaining, any tax, and legal or investment advice in relation to any Transactions.

5. Investment Advice

- 5.1 Our Services do not include providing you with investment advice (as such term is defined by the FCA Rules). Accordingly, you acknowledge and agree on a continuing basis that:
- (a) you will not seek or receive, and have not sought or received, any advice (investment, legal, regulatory, tax, accounting or otherwise) from us or any of our Affiliates in connection with these Terms or any Transaction, and no communication from us shall be construed as such advice; and
 - (b) neither us nor any of our Affiliates are acting or will act as a manager, a fiduciary or an adviser to you.
- 5.2 You acknowledge that you make your own assessments and take all trading and investment decisions in reliance on your own judgement and not in reliance on us and (unless we expressly agree otherwise with you) we shall not be responsible for:
- (a) ensuring the suitability of any financial instrument or investment;
 - (b) managing or supervising the management of any of your investments; nor
 - (c) providing you with any investment advice or personal recommendations (as such terms are defined in the FCA Rules).
- 5.3 Consequently, any research, trade ideas, market information or colour, suggestions or generic advice that you receive from us from time to time are not presented as being suitable for your particular circumstances, will not have been prepared in consideration of your particular circumstances and should not be relied upon by you as an assessment of the suitability for you of any particular Transaction. We make no representation, warranty or guarantee as to the accuracy or completeness of any such communications or information.
- 5.4 Where we have categorised you as a Professional Client or an Eligible Counterparty, we will rely on the information that you have provided and in relation to any proposed Transaction, deem that you have the requisite level of experience and knowledge in order to understand the risks involved in the proposed Transaction or activity. All such proposed Transactions or activities will therefore be deemed by us to meet your investment objectives.

6. **No Fiduciary Relationship**

Neither our relationship, nor the Services to be provided by us nor any communication with you, nor any other matter, shall give rise to any fiduciary or equitable duties on our part which would oblige us (or any of our Affiliates) to accept responsibilities more extensive than those set out in these Terms or which would prevent or hinder us (or any of our Affiliates) from carrying out any of the Services.

7. **Delegation**

We shall be entitled from time to time in our absolute discretion, to delegate the performance of any of our duties or any of our powers, authorities, duties or discretion under these Terms, to one of our Affiliates and/or to such other person as we may think fit, and to remunerate such Affiliate or person out of the fees received by us from you. Subject to Clause 30 of this Section A (Data Protection) we may provide information about you to any of our Affiliates or person to whom such functions are delegated in accordance with this Clause.

Where we appoint a third party to act as a custodian or sub-custodian under clause 13 of these Terms, we will exercise due skill, care and diligence in the selection, appointment and periodic review of such custodian or sub-custodians.

8. **Applicable Rules and Regulations, Market Intervention**

8.1 All Transactions shall be subject to:

- (a) Applicable Regulations; and
- (b) any exercise by any Market or other organisation involved in the execution of a Transaction of any power or authority conferred on it.

8.2 You acknowledge that business on a Market, may from time to time be suspended, restricted, closed or otherwise impeded (an "**Exchange Impediment**"). Any such action may result in our or your inability to enter into or otherwise effect Transactions (or to settle any such Transaction). We will use reasonable endeavours to give you notice of Exchange Impediments to the extent that we have actual knowledge of such events with sufficient time to notify you.

8.3 If a Market (or an intermediate broker or agent acting at the direction of or as a result of action taken by a Market) or the FCA or any other regulatory body takes any action that affects a Transaction, then we may take any action that we, in our reasonable discretion, consider to correspond with or respond to such action or to mitigate any Loss incurred as a result of such action. Any such action shall be binding on you. If a Market or the FCA or any other regulatory body makes an enquiry in respect of you or of any of your Transactions, you agree to co-operate with us and to promptly supply any information requested in connection with any such enquiry.

8.4 We shall not be responsible for any Loss you may suffer or incur as a result of or arising from Exchange Impediments or action taken by any Market, the FCA or any other regulatory body and you:

- (a) shall remain fully liable for Loss resulting in whole or part from such Exchange Impediments or action taken by any Market, the FCA or any other regulatory body; and

- (b) shall indemnify us for any Loss we may reasonably incur in connection with any Exchange Impediments or action taken by any Market, the FCA or any other regulatory body or complying with any enquiry.

9. Dealing and Execution

- 9.1 In executing orders for you or placing orders with other entities on your behalf, we shall do so in accordance with our Order Execution Policy. For the avoidance of doubt it does not impose any obligation on us apart from those which are imposed on us by Applicable Regulations.
- 9.2 Subject to our Order Execution Policy we shall use reasonable endeavours to execute any order promptly, but you accept that it may not always be possible to execute such order immediately or to execute it according to your instructions.
- 9.3 Subject to our Order Execution Policy and the cut-off times specified in Appendix 4, we shall execute an order on your behalf only when the relevant Market is open for business and we shall deal with any orders received outside the hours of dealing of the relevant Market as soon as reasonably practicable when it is next open for business.
- 9.4 We may update our Order Execution Policy from time to time. If there are any material changes to our Order Execution Policy, we shall notify you by post or email that the new Order Execution Policy has been published on our website. We will consider the continued placement of orders by you to constitute your continued consent to our Order Execution Policy as in effect from time to time.
- 9.5 We may specify different cut-off times for the receipt of orders from you from time to time upon giving you reasonable notice.
- 9.6 By entering into Transactions with us, you expressly consent to us executing outside of a Regulated Market, MTF or OTF.
- 9.7 Subject to our Order Execution Policy, if we reasonably consider that it is in your best interests to do so, in our discretion we may arrange for a Transaction to be executed, either in whole or in part, by crossing your order with the order of another client of ours, our own orders or the orders of our Affiliates on an over-the-counter basis. We shall not give you prior notice if we arrange for a Transaction to be executed in this manner.
- 9.8 We may refuse to accept any order from you in our absolute discretion or, having accepted any order, decline to execute it and shall not be obliged to give you any reason for doing so.
- 9.9 Subject to our Order Execution Policy, when you give us an order we may pass your order to an entity selected by us for execution on your behalf. Where we select any Affiliate to execute any order on your behalf, we accept full liability for any default of any such Affiliate.

In relation to any other entity which is not our Affiliate, we undertake to use due care, skill and diligence in the appointment, selection and periodic review of such entity. We shall make available to you and take such action on your behalf as you may reasonably request in relation to any rights we have against such entity. Subject to this Clause, we accept no liability for any default of any entity, which is not our Affiliate, to which we may pass your order.

- 9.10 We may aggregate your orders with those of ours, our Affiliates or our other clients if we consider that the aggregation of orders will not disadvantage any client whose order is to be aggregated. In doing so we will price each order at the average of all the orders and will allocate the proceeds of such orders among the participating clients in a fair manner, in line with our order allocation policy. Aggregation may operate to your advantage or disadvantage in relation to particular Transactions.
- 9.11 Subject to our Order Execution Policy, we will execute your orders and other comparable orders sequentially and promptly unless we consider that the characteristics of your order or prevailing Market conditions make this impracticable or your interests require otherwise. You agree that we may execute the orders of other clients at the same time as executing your order.
- 9.12 Where we are unable, or consider it inappropriate, to execute your order at once or in a single Transaction, we may execute it over such period as we deem appropriate and we may report to you an average price for a series of Transactions so executed instead of the actual price of each Transaction.
- 9.13 For client limit orders destined to be executed on a Regulated Market but are not immediately executed under prevailing Market conditions, we shall, unless you expressly instruct us otherwise, take measures to facilitate the earliest possible execution of that client limit order by making public immediately that client limit order to other Market participants.
- 9.14 We may, whenever we in our sole discretion determine to be necessary:
- (a) place limits on the size or number of orders that we are prepared to accept from you and any open Positions (net or gross) which may at any time be outstanding on your account, without regard to the capacity in which you hold such Positions or any explanation for imposing any such limitation; and
 - (b) require the reduction of open Positions carried with us in your Account; whether or not such refusal, reduction or limitation is required by Applicable Regulations.
- 9.15 Under Applicable Regulations, we may be obliged to make public information about certain Transactions. You agree and acknowledge that any and all proprietary rights in such Transaction information are owned by us, and you waive any duty of confidentiality attaching to the information that we reasonably disclose.
- 9.16 Where, in our capacity as a Systematic Internaliser, we are required under Applicable Regulations to make public or provide quotes in respect of shares, depositary receipts, exchange traded funds, certificates or similar financial instruments traded on a Market, you acknowledge and agree that, under and subject to Applicable Regulations. We may:
- (a) decide the transaction size or sizes of such quotes;
 - (b) update such quotes at any time;
 - (c) under exceptional Market conditions, withdraw such quotes;
 - (d) in justified cases, execute orders at a better price than set out in such quotes, provided that the price falls within a public range close to Market conditions;

- (e) execute orders at a different price than such quotes without complying with the conditions described at Clause 9.16(d) above in respect of transactions where execution in several securities is part of one Transaction or in respect of orders that are subject to conditions other than Market price;
- (f) where we provide only one such quote or where our highest quote is lower than standard Market size and we receive an order of a size bigger than our quotation size but lower than the standard Market size, decide to execute that part of the order which exceeds our quotation size, either at the quoted price or at a different price where permitted by the conditions described in Clauses 9.16(d) and (e);
- (g) where we provide such quotes in different sizes and receive an order between those sizes, decide to execute the order, either at one of the quoted prices or at a different price where permitted by the conditions described in Clauses 9.16(d) and (e); and
- (h) limit both the number of Transactions that we undertake to enter into with you at the published quote and the total number of Transactions that we undertake to enter into with different clients at the same time.

Further details are available upon written request to us.

9.17 When, in our capacity as a Systematic Internaliser, we are required under Applicable Rules to make public or provide quotes in respect of bonds, structured finance products or derivatives trading on a Market, you acknowledge and agree that, under and subject to Applicable Rules, we may:

- (a) update such quotes at any time;
- (b) under exceptional Market conditions, withdraw such quotes;
- (c) limit the number of Transactions that we undertake to enter into with you pursuant to any such quote; and
- (d) in justified cases, execute orders at a better price than set out in such quotes, provided that the price falls within a public range close to market conditions.

You also acknowledge and agree that under and subject to Applicable Rules such quotes may be subject to specific transaction sizes.

Further details are available upon written request to us.

9.18 Where we provide quotes when acting as principal, other than in our capacity as a Systematic Internaliser, we may, subject to Applicable Rules:

- (a) decide the transaction size or sizes of such quotes;
- (b) update or withdraw such quotes at any time;

- (c) execute orders at a better price than set out in such quotes;
- (d) execute orders in a different price and then such quotes in respect of Transactions where execution in several securities is part of one Transaction or in respect of orders that are subject to conditions other than Market price;
- (e) where we receive an order of a size bigger than our quotation size, decide to execute that part of the order which exceeds our quotation size at the quoted price, or at a different price;
- (f) where we provide such quotes in different sizes and receive an order between those sizes, decide to execute the order at one of the quoted prices, or at a different price;
- (g) limit both the number of Transactions that we undertake to enter into with you pursuant to any quotes and the total number of Transactions that we undertake to enter into with different clients pursuant to any quote; and
- (h) make any other modifications to our quotes as we determine in our sole discretion as necessary or desirable.

9.19 We may, where we consider it appropriate, enter into clearing arrangements on your behalf with clearing brokers, clearing members of a particular Market or other intermediaries (including our Affiliates). By entering into such arrangements we will be acting as your agent on such terms (including any exclusions or limitations of liability) as such clearing brokers, clearing members or intermediaries may require and subject to the Applicable Rules in the jurisdictions where such clearing brokers, clearing members or intermediaries are located. The terms on which we enter into such arrangements (including any exclusions or limitations of liability) will be binding on you and may be directly enforced against you by such clearing brokers, clearing members of a particular Market or other intermediaries.

9.20 If you deposit Assets or Cash as Margin with us for the purposes of entering into Transactions, the way in which such Cash or Assets will be treated will vary according to the type of Transaction and where it is traded. There could be significant differences in the treatment of Margin, depending on whether you are trading on a regulated market or trading on another exchange or off-exchange. Margin may lose its identity as your property once dealings for or on your behalf are undertaken by us.

9.21 You agree that we may enter into a buy-in in respect of any sell order for investments accepted or executed for you, if such investments are not in your Account, are not timely delivered to us or otherwise where we consider it prudent to do so in light of current market conditions.

10. **Notices, Instructions, Confirmations and Other Communications**

10.1 We shall be entitled to act for you upon orders and instructions given or purporting to be given by you or any person authorised to act on your behalf without further enquiry as to the genuineness, authority, or identity of the person giving or purporting to give such instructions, unless we have notice to the contrary.

- 10.2 Subject to Clause 10.1 of this Section A, you or any person notified to us as being authorised by you may give us orders and instructions in writing (including by fax, email, or other electronic means) or orally (including by telephone), unless we inform you that instructions can only be given in a particular way.
- 10.3 If you give instructions by telephone, your conversation will be recorded. Such records will be our sole property and you accept them as conclusive evidence of the orders/instructions given. You agree that such records shall be admissible in court as evidence, to the extent permitted by Applicable Regulations.
- 10.4 If any orders or instructions are received by us by telephone, instant messaging or other non-durable medium, we may ask you to confirm such instructions in writing. We shall be authorised to follow instructions notwithstanding your failure to confirm them in writing.
- 10.5 Orders and instructions may only be withdrawn, cancelled or amended by you with our consent. We shall not be responsible for any Loss, howsoever arising, incurred or suffered by you in relation to such withdrawal, cancellation or amendment.
- 10.6 All correspondence, notices, certificates, statements of Account, confirmations of Transactions ("**Confirmations**"), margin calls and any other notices (together, "**Notices**") may be provided to you by such means as we shall select in our absolute discretion unless otherwise required by the FCA Rules. Any Notices will be sent or transmitted to you in accordance with your contact details as provided to us at the time of your Account opening and will be deemed to have been received (whether or not actually received) where we can demonstrate having sent or transmitted them to the correct address or destination. It is your responsibility to inform us in writing of any changes to your contact details.
- 10.7 Upon execution of a Transaction, we shall send you a Confirmation by e-mail to the e-mail address provided by you, by any other electronic means or by such other means agreed upon by you and us on the next Business Day after the date on which the Transaction was executed. It is your responsibility to inform us of any change to your e-mail address or of the non-receipt of a Confirmation, statement or other information. Confirmations issued by us in this form shall have the same legal effect as if sent by hard copy. Confirmations shall be binding on you unless a written objection is received by us either within 24 hours of your receipt of the Confirmation or prior to 11.00 am London time on the next Business Day after the date of receipt of the Confirmation, (whichever is latest).
- 10.8 If we have instructed an intermediary, broker or member of a particular Market on your behalf, the confirmation may be a copy of the Confirmation sent to us or directly to you by such intermediaries, brokers or members of a particular Market.

11. **Settlement**

- 11.1 Subject to Clause 11.3 below, we shall effect settlement of each Transaction on the contractual settlement date set out in the Confirmation of the Transaction which shall constitute a binding contract between you and us in accordance with Applicable Regulations in the relevant jurisdiction in which the Transaction occurs. In some Markets, delivery of Assets and payment may not be made simultaneously. Under such circumstances, unless you expressly instruct us otherwise, we will make payment or delivery of Assets at such time and in such manner as is in accordance with standard practices in the applicable Market. We shall not be obliged to settle a transaction if you instruct that it be settled on a DVP basis and we consider that such method of settlement is not practicable. You shall bear the risk that the counterparty to the Transaction may not pay, deliver or perform on time or at all.

- 11.2 You are responsible for the due performance of your obligations under each Transaction which we enter into with or for you, whether by payment of the purchase price, delivery of the relevant Assets, or otherwise. If you fail to perform such obligations (including, for the avoidance of doubt, failing to deliver appropriate settlement instructions to us or to your settlement agent) you agree that we may take such action as we deem appropriate to protect our interests and you will indemnify us for any Loss we suffer arising out of your non-performance or that we incur in taking such action. This may include our buying in or selling out Assets of a like kind and amount to the relevant Assets to be delivered on settlement of the Transaction, by whatever means we determine in our absolute discretion. Any obligation on our part to deliver Assets to you or pay you any purchase price due will cease upon your failure to perform your obligations.
- 11.3 Our obligation to settle any Transaction, whether acting as principal or agent for you, is subject to the receipt by us, on or before the due settlement date, of payment for any Assets to be delivered to you or on your behalf, or of all necessary Assets due to be delivered by you or on your behalf including, for the avoidance of doubt, documents of title and settlement instructions. If, in respect of a Transaction, we deliver Assets to you or to your order, in anticipation of your making payment to us, or we make payment to you, in anticipation of your delivering Assets to us and, for whatever reason, your obligations to us are not performed simultaneously, you shall hold on trust for us any such Assets or cash received from us until such time as your own Obligations are fully performed.
- 11.4 If, in respect of a Transaction, you fail to deliver to us Assets, or sufficient amounts of such Assets, on or before the settlement date, we may borrow or buy the Assets required for delivery at a price we believe to be reasonable and deliver the Assets to satisfy the delivery obligation. You shall indemnify us for any Loss we may suffer and incur in so doing and we shall credit your Account with the net proceeds of such Transaction, after deduction of all fees, commission and costs due to us.
- 11.5 Where a Transaction does not settle on the due date for settlement, we may, in our discretion, provisionally credit or debit your Account on such due date of settlement as if the Transaction had settled on that date. We may, however, in our absolute discretion reverse any such provisional debits or credits at any time. We shall not be liable to you in respect of income or any other rights relating to the Assets which would have accrued on those Assets if settlement had taken place on the contractual settlement date. We will notify you if settlement of a Transaction fails to take place on the contractual settlement date, whether due to a default by the counterparty to that Transaction or other circumstances.
- 11.6 We shall owe no payment or delivery obligation to you and shall not be deemed to hold any Assets belonging to you as a result of settlement of a Transaction until we have received final payment of the Cash or delivery of Assets to which you are entitled as applicable.

12. **Client Money**

- 12.1 Save as otherwise specified in these Terms, Cash we receive from you, or from a third party on your behalf, in relation to designated business (including non-MiFID business) will be held in accordance with the FCA's Client Money Rules.
- 12.2 You acknowledge that Client Money held on your behalf may be passed by us to a third party, including without limitation an exchange, a clearing house or an intermediate broker, to hold or control:
- (a) in order to effect a Transaction for you through or with that person; or

- (b) to meet your obligation to provide collateral for a Transaction (such as an initial margin requirement for a contingent liability investment).
- 12.3 We may deposit your Client Money with a central securities depository, securities settlement system or central counterparty who may have a security interest, lien or right of set-off in relation to your Client Money provided such security interest, lien or right of set-off is only for the purpose of facilitating the settlement of trades involving the assets held in the account of such a third party.
- 12.4 You acknowledge that where Client Money held by us on your behalf is held with a party outside the EU, the applicable legal and regulatory regime applying to such party may be different from that of the UK or other EU states. In the event of failure of such parties, your Client Money may be treated in a different manner from that which would apply if such money were held by a party in the UK.
- 12.5 We shall use all due skill, care and diligence in the selection, appointment and periodic review of the party with whom your Client Money is deposited in accordance with the FCA Rules. Subject to this obligation, we shall not be liable for the acts, omissions or failure of any third party referred to in this Clause 12.5 (except for our Affiliates).
- 12.6 We shall not be liable to you for the loss of any Client Money which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship, or assignment for the benefit of creditors of any bank, another clearing broker, Market, clearing organisation, or similar entity.
- 12.7 All Client Money held by us shall be subject to a right of set-off, lien or other security interest as set out in the Terms.
- 12.8 We will not pay you interest or account to you for any profits earned on Client Money.
- 12.9 You agree that if from time to time there has been no movement or activity in your Account(s) (notwithstanding any automatic payments of interest or payments) for six years, we may cease to treat your money as Client Money and put it away to a registered charity of our choice, provided we have taken reasonable steps to trace locate you and to return the balance. Such reasonable steps include writing to you at your last known address informing you of our intention to no longer treat the balance in your Account(s) as Client Money and giving you 28 days to make a claim. We will make and retain records of all balances released pursuant to this clause and we undertake to make good any valid claims against any balances released pursuant to this clause.
13. **Your Assets and Custody Services**
- 13.1 Any Assets we receive from you will be held in safe custody as Custody Assets under the additional terms set out at Section E (Custody Terms), unless otherwise set out in these Terms or otherwise agreed.
- 13.2 Where you trade with or through us as an execution only client (i.e. you do not hold any Assets with SCL) Clauses 12 and 13 of these Terms do not apply to you, except where SCL holds Assets and Cash that are due and payable to you as a result of a failed Transaction.
- 13.3 Where we conduct business with you as principal (for example under a stock lending agreement with you), you acknowledge that Assets and Cash received by us for our own account will not be subject to the FCA's Client Money and Custody Rules.

- 13.4 As permitted by the FCA's Client Money and Custody Rules, we may arrange for your Assets to be held with a custodian or sub-custodian. Where we make such arrangements, we will ensure that any custodian or sub-custodian will waive any lien, right of retention or sale (the "Security Interest") in their favour to the extent, and only to the extent, that each Security Interest conferred in favour of it is in respect of Assets belonging to one or more of our customers exceeds the scope of the exception at CASS 6.3.6R(1) of the FCA's Client Money and Custody Rules. In certain markets, clearing systems and custodians used for the depositing of Assets may nevertheless have a security interest, lien or right of set-off in relation to that Assets.

14. **Corporate Actions and Distributions**

- 14.1 Where your Assets are held as Custody Assets, the exercise of any voting rights or rights in relation to corporate actions in respect of such Assets shall be governed by the provisions of this Clause 14 and Section E (Custody and Client Money Terms).
- 14.2 Where, in respect of any Assets transferred to us, any rights relating to conversion, sub-division, consolidation, pre-emption, rights arising under a takeover offer, rights to receive securities or a certificate which may at a future date be exchanged for securities or other rights (including those requiring election by the holder for the time being of such Assets) or any voting rights in relation thereto become exercisable, we shall use our reasonable endeavours to give you notice of any such rights arising which we deem to be material and seek your instructions as to the action to be taken in connection therewith. We will use our reasonable endeavours to deal with voting rights and all other rights in connection with Assets in accordance with and to the extent specified in relevant instructions received by us in accordance with Clause 10 of these Terms and such instructions must be received by us no later than ten Business Days from the date you receive notice from us or such shorter period as we may specify if required by a relevant exchange. In the absence of your instructions, we may take or forbear from taking any action in relation to relevant Assets, including without limitation the exercise of rights attached thereto and the satisfaction of liabilities arising therefrom which we consider appropriate.
- 14.3 Where a corporate action (event) affects some but not all of the Assets held in a pooled account, we shall allocate the Assets so affected to customers in such fair and equitable manner as we consider appropriate, including without limitation by *pro rata* allocation.
- 14.4 Save as otherwise agreed with you, when income is paid to us (including by reference to an "ex-date") in relation to any Asset held by us, it shall be held by us in accordance with Clause 12 and Clause 13 and we shall, within a reasonable period following the date of receipt of such income due, pay and deliver a sum of cash or Assets equivalent to such income as we receive to your Account (after deduction of any taxes or duties payable in accordance with Clause 19 (Tax)).
- 14.5 In some jurisdictions, the delivery of Assets or crediting of Cash to an Account may be reversed in certain circumstances. Accordingly, any delivery of Assets or crediting of Cash to an Account will be subject to reversal if, in accordance with local laws and practice, the delivery of Assets or Cash giving rise to the credit may be reversed.

15. **Foreign Exchange**

- 15.1 Any debit or credit to your Account shall be in the Base Currency unless your Transaction is denominated in another currency. If you require any Cash held by us in relation to any Transactions to be converted into another currency, you shall be responsible for instructing us to do so.

- 15.2 Whenever we conduct currency conversions on your instructions, we will do so at such rates of exchange as we shall select. We shall be entitled to charge and retain for our own account, fees and commissions related with currency conversions as may be notified by us to you. All foreign exchange transacted by us on your instructions will be carried out in accordance with the standard practices for the relevant currencies unless agreed otherwise.
- 15.3 Unless we have agreed otherwise, where you intend to settle any Transaction with Assets in your Account, if any applicable currency conversion results in your Account having a negative balance, we may not carry out or enter into any Transactions for you until full payment has been received by us in accordance with Clause 11.
- 15.4 If we receive or recover any amount in respect of an obligation of yours in a currency other than that in which such amount was payable, whether pursuant to a judgment of any court or otherwise, you shall indemnify us and hold us harmless from and against any reasonable cost (including costs of conversion) and any Loss suffered by us as a result of receiving such amount in a currency other than the currency in which it was due.

16. **Conflicts of Interest and Disclosures**

- 16.1 You acknowledge that we and our Affiliates are part of a group of companies which is involved in providing a full range of services including investment banking, sales and trading and asset management. In relation to any Transaction we execute or arrange with or for you, we, one of our Affiliates, or some other person connected with us may have an interest, relationship, arrangement, or duty which is material or which may give rise to a conflict of interest with your interests in relation to the financial instrument or Transaction concerned or financial instruments underlying, derived from or otherwise directly or indirectly related to such financial instrument or Transaction. A potential conflict of interest could arise where we or one of our Affiliates may:
- (a) be dealing as principal for our or its own account by selling the financial instrument concerned to you or buying it from you, or being a market-maker or otherwise having a Position in the investment concerned or an associated investment;
 - (b) be providing Services to another person in relation to a financial instrument in relation to which you are entering into Transactions;
 - (c) be matching your Transaction with that of another person by acting on that person's behalf as well as yours where we are acting or seeking to act as agent for (and to receive and retain commission or other charges from) both parties;
 - (d) be involved as financial adviser, broker, nominated adviser, sponsor, underwriter or otherwise in a new issue, underwriting, rights issue, takeover or similar Transaction concerning the financial instrument, or the issuer of the financial instrument or a related financial instrument;
 - (e) trade (or may have traded) for our or its own account (or for or on behalf of other clients), have a Position in the financial instrument concerned, or other related financial instrument, or otherwise pursue our or its legitimate business as a market-maker or dealer (including entering into an agreement for the underwriting of an issue of financial instruments) in connection with the financial instrument concerned or related or other financial instruments;

- (f) receive payments or other benefits for giving business to a firm with or through which your order is placed or executed;
 - (g) execute hedging Transactions prior to or following receipt of an order or information concerning a contemplated order or Transaction from you or from someone acting on your behalf in order to manage our risk in relation to Transactions you are entering into or contemplating, or execute Transactions in order to facilitate the dutiful execution of your order or manage our own market maker or dealing activities, all of which may impact on the price you pay or receive in relation to such Transactions and any profits generated by such hedging or other Transaction may be retained by us or one of our Affiliates without reference to you; or
 - (h) enter into Transactions as agent or principal, including for pre-hedging purposes, with a view to executing or facilitating the execution of the proposed Transactions, based upon information you provide to us and any information held by us or one of our Affiliates regarding your previous trading, when you provide us with the bid information, including when you ask us to provide a quotation for a portfolio trade involving the commitment of our capital or otherwise. Such Transactions may impact upon the prices you subsequently obtain when we trade with you or when you trade with other firms.
- 16.2 In accordance with the FCA Rules, we have in place arrangements, including our conflicts of interest policy, to manage conflicts of interest that arise between ourselves and our clients and between our different clients. We are required to treat all clients fairly in relation to conflicts of interest. Where we are unable to manage a potential conflict effectively through our own internal conflict management arrangements, we will inform you of the possibility of such conflict so that you can decide how to proceed. We may decline to act where we believe that there is no other practicable way of treating you and our other clients fairly.
- 16.3 You agree that nothing pursuant to these Terms shall give rise to any fiduciary or equitable duties by us or any of our Affiliates to you and no such conflict of interest or potential conflict of interest shall prevent us or any of our Affiliates or any person connected with us from carrying out any Transaction. Neither we nor any of our Affiliates nor any person connected with us shall be liable to account to you for any profit, commission or remuneration made or received from or by reason of Transactions with our clients or any connected Transaction nor will our fees, unless otherwise provided, be abated.
17. **Fees and Commissions**
- 17.1 Our fees, commissions and charges ("**Fees**") in respect of our Services will (unless we have agreed specific arrangements with you) be as notified by us to you from time to time. Commissions may be calculated in accordance with a tariff plan or agreed with you at the time of a particular Transaction, and recorded in our internal systems.
- 17.2 In addition you will be responsible for the payment of any third party charges we may incur or suffer on your behalf including (without limit) commissions, brokerage fees, transfer fees, registration fees together with all and any value added tax and any other relevant tax, duty or impositions at the then prevailing rates, and all other liabilities, charges, costs and expenses payable in connection with any Transactions effected with or for you in providing our Services.
- 17.3 In the course of providing our Services, we may share in the Fees you pay including mark-ups or mark-downs or receive other non-monetary benefits to the extent permitted by FCA Rules. Details of the nature and amount of any such Fees or non-

monetary benefits are available upon written request. We shall not be liable to account to you for any such Fees or non-monetary benefits.

- 17.4 In addition to any other remedies available to us under Applicable Regulations, you hereby grant to us a continuing general lien on all Assets of all liabilities and obligations arising under the Terms or any additional agreements entered into between you and us (whether actual or contingent) of you to us with respect to any fees and expenses or extensions of credit including, but not limited to, overdrafts, charges resulting from reversals of credits, reimbursement demands in respect of irrevocable commitments, and any other present and future obligations of yours payable to us , our Affiliates or any third party service provider.

18. **Payments**

- 18.1 You shall pay any amounts due to us by you pursuant to these Terms as they become due, in immediately available funds in the Base Currency or such other currency as we may from time to time specify, regardless of any rights of equity, counterclaim or set-off which you may have against us, free and clear of, and without withholding or deduction for, any taxes or duties whatsoever, unless otherwise required by Applicable Regulations. In that event, unless otherwise agreed, you shall pay such additional amounts as will result in the net amounts receivable by us (after taking account of such withholding or deduction) being equal to such amounts as would have been received by us had no such taxes been required to be withheld or deducted.
- 18.2 You authorise us to debit any of your Accounts held by us to pay any amounts due to us.
- 18.3 Please note that we unable to accept payments in cash or/and cheques.

19. **Tax**

- 19.1 We may deduct or withhold all forms of tax (whether in the United Kingdom or elsewhere in the world, whenever imposed) from any payment if obliged to do so under Applicable Regulations. In accounting for tax or making deductions or withholdings of tax, we may estimate the amounts concerned. Any deficiency of such estimated amounts under the final confirmed liability may be deducted or retained from any amounts which we owe you or are holding for you. Any excess of such estimated amount over the final confirmed liability shall be credited or sent to you.
- 19.2 Where we receive payments due from you net of taxes, you shall pay to us a sufficient amount to ensure that we receive the gross amount of such payment together with (in the case of a distribution) an amount equivalent to any deduction, withholding or payment for and on account of any taxes by the relevant issuer or on its behalf in respect of such distribution. If we are compelled by Applicable Regulations to pay any taxes in respect of payments to you, we shall make such payments net of any taxes.
- 19.3 Except as otherwise required or determined by Applicable Regulations, you shall be solely responsible for all filings, tax returns and reports on any Transactions which must be made by you to any relevant authority, whether governmental or otherwise, and for the payment of all taxes (including but not limited to, any transfer, withholding or value added taxes), imports, levies or duties due from you, or any other liability or payment arising out of or in connection with a Transaction. We shall not be responsible for facilitating such payment unless required by Applicable Regulations.

20. **Netting**

- 20.1 We shall have the right in our sole discretion at any time without notice to you, to net, set-off, combine or consolidate all or any of the Accounts in such manner as we determine subject to Applicable Regulations.
- 20.2 If on any date there are amounts which would otherwise be payable (in the same currency or across currencies in our sole discretion)) both by us to you, and by you to us, then we may, but are not obliged to, aggregate the amounts so payable on such date and only the net difference between the two aggregate amounts will be paid by the party owing the larger aggregate amount.
- 20.3 We may agree with you to net specific Transactions by entering into a netting confirmation. In such event, unless netting confirmations have been executed by us and you, no netting shall be done. Netting shall be carried out as follows:
- (a) where the liabilities to be netted consist of debts to either party, the sums to be paid by us to you and by you to us shall be netted and a difference shall be paid on the netting date to the relevant party. On receiving these payments, obligations to settle the specific Transactions shall be deemed to have been discharged in full; and
 - (b) where the liabilities to be netted consist of securities, the quantity of securities in counter liabilities shall be set off and a difference of the quantity of securities shall be delivered to the relevant party on the netting date. On receiving these securities, obligations to settle the specific Transactions shall be deemed to have been discharged in full.
- 20.4 If the quantity of the Cash or Assets you or us should deliver to each other is not equal, netting for appropriate difference in such Cash or Assets shall be recorded as a debit or credit entry (as the case may be) in your Account with us.
- 20.5 You or your Affiliates shall have no right to set-off or net any obligations owed to you or your Affiliates by us or our Affiliates, against obligations owed by us or our Affiliates to you or your Affiliates.
- 20.6 In the event of any overpayment to you by us, you must immediately return such overpayment. If we do not receive such overpayment within one Business Day, we shall be entitled to set off such amounts against any amounts which we owe you or which we hold for you, subject to Applicable Regulations.

21. **Interest**

- 21.1 In the event that there are any amounts owed by you to us or on any failure to pay any amount to us when due and payable, you shall be charged interest in accordance with the rate set out in a Fees schedule or, where such rate is not available, at the effective cost to us of borrowing the full amount in the relevant money market. Interest shall be calculated and shall accrue daily on a compounded basis and shall be payable as a separate debt on demand.

22. **Liability and Indemnity**

- 22.1 We shall not be liable to you (or anyone claiming through you) for any Loss, howsoever arising, incurred or suffered by you arising from or relating to the provision of the Services to you or under these Terms or arising from or relating to any Transaction

- (including where we have declined to enter into a proposed Transaction) unless such Loss directly arises from our gross negligence, wilful default or fraud.
- 22.2 Without prejudice to this Clause 22 we shall not in any event be liable to you (or anyone claiming through you) for any indirect, consequential or special Loss, loss of profits, loss of goodwill, loss of opportunity or loss of anticipated savings howsoever arising.
- 22.3 We shall not be liable for any Loss arising from any act or omission of any counterparty, bank, custodian, sub-custodian, depository, settlement system, dealer, market, clearing house, or regulatory or self-regulatory organisation, agent or third party (unless such party is an Affiliate and then only to the extent provided in Clause 9.9) except to the extent that such Loss is caused by our gross negligence, wilful default or fraud in the selection or monitoring of such agents or third parties.
- 22.4 We shall not be liable to you for any partial or non-performance of our obligations hereunder by reason of any cause beyond our reasonable control including (without limit) any breakdown, delay, malfunction, or failure of transmissions, communications, or computer facilities, connection, or equipment; power failure; failure or defects in any computer hardware or software; any industrial action; any civil commotion or disorder, riot, invasion, war, threat of or preparation for war; any act of terrorism; any accident, fire, or explosion; any acts of God (including any storm, flood, earthquake, subsidence, epidemic, or other natural physical disaster); any acts and regulations of any governmental or supranational bodies or authorities; market default, suspension, failure or closure, change in market conditions, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement.
- 22.5 You undertake to keep us and any of our Affiliates to which we have delegated any of our functions under these Terms or any Transactions fully indemnified against all Loss whatsoever incurred by us or them pursuant to or in connection with the provision of Services to you or any Transactions entered into for you, howsoever arising, unless arising directly from our or their gross negligence, wilful default or fraud.
- 22.6 The above limitations and exclusions of liability and indemnities apply equally with respect to our directors, officers, employees or agents and those of any of our Affiliates to which we have delegated any of our functions under these Terms or any Transactions, in relation to our or their respective acts or omissions.
- 22.7 Notwithstanding the foregoing, nothing in these Terms shall exclude or restrict any duty or liability we have to you under Applicable Regulations or under general law which cannot lawfully be excluded or restricted thereunder.

23. Representations, Warranties and Undertakings

- 23.1 Each party hereby represents and warrants as at the date of your applying to open an Account with us and on a continuing basis that:
- (a) it is duly organised and validly existing under the laws of its respective jurisdiction;
 - (b) it has all the necessary power, capacity and authority, and has taken all necessary action to enable it to lawfully enter into these Terms, each Transaction and any other documentation relating thereto, and to perform its obligations under these Terms and each Transaction; and

- (c) these Terms, each Transaction, and the obligations created under them are binding upon it and enforceable against it in accordance with their terms and do not and will not violate or conflict with any Applicable Regulations, any provision or any constitutional documents or any charge, trust deed, contract or other instrument or any contractual restrictions applicable to, binding on or affecting it.
- 23.2 You hereby represent, undertake and warrant to us as at the date of your applying to open an Account with us and on a continuing basis that:
- (a) you have obtained all governmental, regulatory and other consents that you are required to obtain in relation to the entering into, and performance of your obligations under, these Terms, each Transaction and any other documentation relating thereto, that they are in full force and effect and you have complied with all and every condition of any such consents, and you will use all reasonable efforts to ensure they remain in full force and effect and to comply with all such conditions;
 - (b) you will comply with all Applicable Regulations, including all laws, rules, requirements or disclosures of all applicable jurisdictions, of all applicable regulatory authorities, clearing houses or Markets in relation to these Terms and any Transactions;
 - (c) no Event of Default on your part has occurred, is continuing, or is likely to occur and no circumstances exist which is likely to result in an Event of Default on your part, and you will inform us immediately upon becoming aware of any such Event of Default, any potential Event of Default or circumstances which may whether alone or when combined with other circumstances be or become a potential Event of Default;
 - (d) any information you provide or have provided to us in respect of your financial position, experience and knowledge, or any other matter relevant to these Terms is complete, accurate and not misleading in any material respect and you will keep us updated on any material changes to such information;
 - (e) you will promptly provide us with any such information as we may request for the purposes of compliance with any Applicable Regulations or to enable us to perform our obligations under these Terms or any Transaction;
 - (f) there is no information which could change your client categorisation under the FCA Rules which you have not provided to us;
 - (g) you have the necessary level of knowledge and experience in order to understand the risks involved in any Transactions;
 - (h) you are willing and financially able to sustain a total loss of Cash or Assets resulting from your Transactions; and
 - (i) you (or your underlying client in the event that Section F (Agency Terms) apply) are the sole beneficial owner of all Margin or Assets transferred under these Terms or each Transaction, free and clear of any security interest whatsoever other than a lien routinely imposed on all securities in a clearing system in which such securities may be held (if relevant) and you will not create or permit to be created such a security interest in any Margin or Assets so transferred.

- (j) where applicable, you will comply with the HFT Regulations and all obligations that you may have as a Direct Trading Participant;
- (k) where applicable, you shall only send Algorithmic Identifiers to us (whether electronically or otherwise) in the form and manner we in our sole discretion prescribe.

24. **Assignment and Variation**

- 24.1 The obligations under these Terms and any Transactions bind, and the rights will be enforceable by, the parties and their respective successors and permitted assigns.
- 24.2 You may not assign or otherwise transfer any of your rights or obligations under these Terms or any Transactions without our prior written consent.
- 24.3 You hereby give your consent to our causing at any time any or all of our rights under these Terms or any Transactions to be assigned or otherwise transferred to any of our Affiliates upon reasonable notice. Upon delivery of such notice to you, the rights and obligations of the parties under these Terms and any Transaction entered into pursuant to these Terms shall be assigned to such Affiliate. You and the relevant Affiliate have the same rights and assume the same obligations between yourselves as would have been acquired and assumed had the relevant Affiliate been an original party thereto instead of us.
- 24.4 We may assign your Account or Accounts to another regulated broker by notifying you of the date and name of the intended assignee ten (10) days prior to the assignment taking effect. Unless you object to the assignment in writing prior to the scheduled date for the assignment, the assignment shall be binding on you.
- 24.5 We may vary these Terms. We shall notify you of any material changes to these Terms by posting a new version of the Terms or an amendment to the Terms on <http://www.sovacapital.com/terms.html>. Any such amendment shall take effect after ten Business Days from the date of posting the new version of the Terms or the amendments to the Terms unless we notify you otherwise by post or email that the new Terms have been published on our website (then the variation shall become effective on the date specified in such notice). For the avoidance of doubt, no variation shall affect any Transactions outstanding or executed prior to the variation becoming effective.

25. **Complaints**

- 25.1 If you have a complaint about our conduct under these Terms in relation to any Applicable Regulation, you should raise it in the first instance with your usual contact. If you are not satisfied with the response of your usual contact (or if you prefer not to raise the matter with such person) you may communicate with our compliance department directly, which will attempt to resolve your complaint in line with our complaints handling policy. For certain types of complainants, the UK's Financial Ombudsman Service may be available to assist with resolution. Further details are available on request or at the official website at www.financial-ombudsman.org.uk or via the European Online Dispute Resolution platform at www.ec.europa.eu/odr.
- 25.2 The UK's Financial Services Compensation Scheme may be available to certain types of claimants and claims. Further details of the scheme are available on request or at the scheme's official website at www.fscs.org.uk.

26. Events of Default

26.1 Each of the following shall constitute an Event of Default (each an "**Event of Default**"):

- (a) you commence a voluntary case or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or to your debts under any bankruptcy, insolvency, regulatory, supervisory, or similar law (including any corporate or other law with potential application to an insolvent party), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian, examiner, or other similar official (each a "**Default Official**") of you or any substantial part of your assets; or take any corporate action to authorise any of the foregoing, and, in the case of a reorganisation, arrangement, or composition, we do not consent to the proposals;
- (b) an involuntary case or other procedure is commenced against you seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze, or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory, or similar law (including any corporate or other law with potential application to an insolvent party) or seeking the appointment of a Default Official of you or any substantial part of your assets, provided that it shall not be an Event of Default for any such case or procedure to be commenced against you, if the case or procedure is withdrawn, dismissed, discharged, stayed, or restrained, in each case within 15 days of the commencement thereof;
- (c) where you are a natural person, you die, or become of unsound mind, or for all persons you become unable to pay your debts as they fall due or become bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to you; or any indebtedness on your part is not paid on the due date thereof, or becomes capable at any time of being declared due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable; or any suit, action, or other proceedings relating to these Terms are commenced for any execution, attachment, garnishment, or distress against or an encumbrance takes possession of the whole or any part of your property, undertaking, or assets (tangible and intangible);
- (d) you are dissolved, or if your capacity, authorisation or existence is dependent upon a record in a formal register, the registration is removed or ends, or any procedure is commenced seeking or proposing your dissolution or your removal from such a register or the ending of such a registration;
- (e) you fail to make any payment when due, or to make or take delivery of any Assets when due, or to observe or perform any other obligation of these Terms or any Transaction, and such failure continues for one Business Day after notice of non-performance has been given by us to you;
- (f) any representation or warranty made, given, or deemed made or given by you under these Terms or in connection with any Transaction proves false or misleading in any material respect as at the time it was made, given or deemed to be made or given;
- (g) you fail to pay any Margin demanded by us under these Terms within the time specified in such demand. For the avoidance of doubt, notice of non-performance shall not be required for such failure to constitute an Event of Default;

- (h) you are a partnership or a limited liability partnership under the laws of England and Wales or an the equivalent legal entity under the laws of another jurisdiction, and any of the events referred to in Clauses 26.1(b)-26.1(f) occurs in respect of one or more of your partners or members;
 - (i) it is necessary or desirable for our protection or any action is taken or event occurs which we consider might have a material adverse effect upon your ability to perform your obligations under these Terms; and
 - (j) in relation to any agreement you or any of your Affiliates enter into with SCL or any of our Affiliates, an event of default (as defined in the applicable agreement) in any agreement shall constitute an Event of Default under these Terms. For the avoidance of doubt, such agreements include, but are not limited to, ISDA agreements and any other form of master agreement.
- 26.2 An Event of Default in relation to any Transaction will constitute an Event of Default under all Transactions.
- 26.3 On the occurrence of an Event of Default, we shall be entitled, without prior notice to you, to take any or all of the following actions:
- (a) cancel all your outstanding orders and should we deem it appropriate and to the extent possible, treat all and any Transactions then outstanding as having been cancelled or terminated or close out, replace or reverse any Transaction;
 - (b) sell any or all of the Assets which we or our Affiliates are holding or we or our Affiliates otherwise control or which we or our Affiliates are entitled to receive on your behalf or on behalf of your Affiliates as we may in our sole discretion select;
 - (c) set off any obligation we or our Affiliates owe to you, and to apply all or any Cash we or our Affiliates hold for your or your Affiliate's Account, or which we are entitled to receive on your behalf;
 - (d) combine your and your Affiliate's Accounts with ours and convert any currency into any other currency;
 - (e) take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our Loss or liability under or in respect of any Transactions, Positions or commitments; and
 - (f) to apply the proceeds of any of the foregoing in or towards satisfaction of any obligation or liability you or your Affiliates may have to us or our Affiliates (including any contingent or prospective liability).
- 26.4 Without prejudice and in addition to any general lien, right of set-off or other similar right which we may be entitled to exercise whether by law or otherwise over any of your or your Affiliate's Cash or Assets, your or your Affiliate's Cash or Assets shall be subject to a general lien in our favour, insofar as there remain any outstanding amounts due or liabilities (whether actual or contingent) outstanding from you to us or our Affiliates.

27. Termination

27.1 Without prejudice to anything contained in Clause 26 (Events of Default):

- (a) we may suspend any of your Accounts and/or terminate these Terms entirely with immediate effect by giving you a written notice where we consider it is necessary or desirable to prevent what might be a violation of any Applicable Regulations;
- (b) these Terms may be terminated at any time by either you or us giving not less than thirty (30) days prior written notice of termination to the other (such notice to be sent by registered/ recorded courier).

27.2 Termination of these Terms pursuant to Clause 27.1(b) shall be:

- (a) without prejudice to the completion of any Transaction or Transactions already initiated and any Transaction or all Transactions outstanding at the time of termination will be settled and delivery made;
- (b) without prejudice to and shall not affect any accrued rights, existing commitments or any contractual provision intended to survive termination; and
- (c) without penalty or other additional payment save that you shall pay:
 - (i) all outstanding fees and charges;
 - (ii) any expenses incurred by us in the provision of the Services or under the Terms payable by you;
 - (iii) any additional expenses incurred by us in terminating; and
 - (iv) any losses necessarily realised in settling or concluding outstanding Transactions and obligations.

28. Rights of Third Parties

A person who is not a party to these Terms shall not have any rights under these Terms, and may not enforce any provision in these Terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

29. Confidentiality

29.1 Subject to Clauses 29.2 and 30.6 below, each party shall at all times keep confidential and shall not disclose to any third party any information of a confidential nature acquired in connection with these Terms, any Transactions, or the performance of our obligations thereunder, except:

- (a) to our respective professional advisers (provided they are bound by an equivalent duty of confidentiality);
- (b) as required by Applicable Regulation or under the compulsion of law or by request of any regulatory, government or law enforcement agencies in any jurisdiction; or
- (c) to the extent that the confidential information is in or lawfully comes into the public domain other than by breach of this Clause.

29.2 We shall have the right to disclose your confidential information to our Affiliates, or a third party such as an intermediary or clearing house, provided such disclosure is necessary in order to facilitate the performance of our obligations under these Terms.

29.3 We shall be under no duty to disclose to you any information in making any decision or taking any action in connection with the performance of our obligations under these Terms, or to take into account any information or other matters which come to our notice or the notice of any of our or our Affiliate's employees, directors, agents:

- (a) where this would, or we reasonably believe that it would, be a breach of any duty of confidentiality or confidence to any other person; or
- (b) which comes to the notice of an employee, officer or agent of us or our Affiliates, but does not come to the actual notice of any employee, officer or agent of us or our Affiliates dealing with you directly.

30. **Data Protection**

30.1 These Terms, together with the Privacy Information Notice (available on our website at <http://www.sovacapital.com/terms.html>) set out the basis upon which we obtain, use, store, protect, transfer or otherwise process Personal Data in the course of our providing our Services to you.

30.2 We may:

- (a) (obtain, use, store, transfer or otherwise process the types of Personal Data listed in Clause 03 about you or your directors, officers and employees, your beneficial owners (if applicable) and any person or organisation you have appointed to act on your behalf in relation to our Services, for example an investment manager of an attorney under a power of attorney (if applicable); and
- (b) record or monitor telephone calls, emails and other electronic communications,

necessarily (i) for the purpose of fulfilling our contractual obligations under these Terms to provide you with the Services described in these Terms, (ii) in order to comply with our legal obligations, (iii) for our legitimate interests in providing the Services to you and (iv) so that we can comply with any Applicable Regulations.

30.3 We may collect the following types of Personal Data from you, your directors, officers or employees, your beneficial owners (if applicable) and any person or organisation you have appointed to act on your behalf in relation to our Services, for example an investment manager of an attorney under a power of attorney (if applicable):

- (a) Full name;
- (b) Permanent residential address;
- (c) e-mail addresses;
- (d) Telephone and facsimile contact numbers;
- (e) Nationality and citizenship;
- (f) Date of birth;

- (g) Passport information such as passport number and date of expiry;
- (h) Employment status;
- (i) Profession or occupational information;
- (j) Educational information;
- (k) Utility bills;
- (l) Tax information such as tax identification numbers and country of residency or domicile for tax purposes; and
- (m) Financial information such as income sources and bank account details.

You hereby consent to us obtaining, using, storing, transferring or otherwise processing your Personal Data for the purposes outlined in Clause **Error! Reference source not found.2.**

30.4 We do not rely on individual consent to allow us to process any Personal Data. Our processing is permitted by Data Protection Law because it is (i) necessary in order to administer and operate your Account and perform our contractual obligations, (ii) necessary to comply with our legal obligations and (iii) for our legitimate interests in providing our Services to you (including for the purposes of the prevention of fraud).

30.5 We may also need to share and transfer your Personal Data with our Affiliates or agents, regulators or governmental bodies that exercise jurisdiction over us or them, located within the EEA. We may need to disclose this information for purposes including administering our relationship and providing the Services to you, in compliance with any Applicable Regulation or the prevention of crimes or malpractice. You expressly consent to us sharing and transferring your Personal Data with our Affiliates or agents, and to us, our Affiliates or agents, disclosing your Personal Data if permitted or compelled by Applicable Regulations, in response to court orders or in compliance with requests from regulators, government or law enforcement agencies.

30.6 For the purposes of using, processing or storing your Personal Data, we may need to transfer your Personal Data to our other office locations (such as our Moscow office), Affiliates or agents, regulators or governmental bodies that exercise jurisdiction over us or them, who may be located in jurisdictions outside of the EEA, including to countries which do not offer adequate safeguards in respect of protecting your Personal Data. Where this is the case, such Personal Data will be held in accordance with local applicable law and we will put appropriate safeguards in place to protect the transferred Personal Data including the use of data transfer agreements in the European Commission's standard form.

30.7 In accordance with Data Protection Law, we will ensure that your Personal Data will be protected by appropriate technical and organisational security measures. We will only store your Personal Data for as long as strictly necessary in order for us to provide the Services to you and to comply with any Applicable Regulations.

30.8 In accordance with Data Protection Law, you have, upon request, the right to:

- (a) access to, and obtain a copy of, the Personal Data we hold about you, without any charge;
- (b) request additional information about the purposes of us processing your Personal Data and the categories of Personal Data concerned;

(c) obtain information on the recipients or categories of recipients (including international recipients) to whom your Personal Data has been or will be disclosed;

(d) request a transfer of your Personal Data from us to another data controller;

(e) in certain circumstances, the “right to be forgotten” and the right to request the erasure of all the Personal Data we hold about you;

(f) lodge a complaint to the supervisory authority in your jurisdiction in respect of your rights under Data Protection Law; and

(g) withdraw your consent to the collection, storing, processing and transferring of your Personal Data. However please be aware that such withdrawal will not affect the lawfulness of Personal Data collected, processed and transferred prior to the date of your withdrawal of consent.

30.9 In respect of any Personal Data you provide to us in respect of your underlying clients, you warrant, represent and undertake that you have and will at all times have the necessary consents and permissions from such underlying clients to transfer their Personal Data to us in order for us to process their Personal Data in accordance with these Terms, and that you will record, update and retain evidence of the consents and permissions obtained from such underlying clients.

30.10 You shall indemnify, defend, and hold harmless us, our Affiliates, employees, subcontractors and agents against all Losses arising from any breach by you or your Affiliates, employees, subcontractors and agents of Clause 30.9.

31. **Anti-Money Laundering**

You acknowledge that in order to ensure compliance with the Money Laundering Regulations 2007, the Proceeds of Crime Act 2002 and the Joint Money Laundering Steering Group Guidance Notes (as amended from time to time) or any other Applicable Regulations; we may require verification of identity from you. You agree to provide on demand satisfactory evidence of your identity and to do all other acts and such things as may reasonably be required so as to comply with such Applicable Regulation. You acknowledge that failure to provide the relevant information within a reasonable time period may result in our ceasing to deal with you or provide Services to you.

32. **Foreign Account Tax Compliance Act (“FATCA”)**

32.1 You acknowledge that, in order for us to comply with the provisions of FATCA or any resulting intergovernmental agreement, and avoid the imposition of any

U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 (inclusive) of the United States Internal Revenue Code of 1986, as amended (the “**U.S. Code**”), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the U.S. Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the U.S. Code (a “**FATCA Withholding Tax**”), you may, from time to time and to the extent provided under FATCA be required to:

(a) provide further information and/or documentation to the Internal Revenue Service (“**IRS**”) or other relevant competent authority and/or us, which information and/or documentation may include, but is not limited to, information and/or documentation relating to or concerning you, your direct and indirect beneficial owners (if any), any such beneficial owner’s identity, residence (or jurisdiction of formation) and income tax status; and

(b) certify to us your compliance or deemed compliance with, or exemption from, the requirements under Clause 32.1(a).

- 32.2 You agree that you will provide such information and/or documentation concerning you and your direct and indirect beneficial owners (if any), as and when requested by us, as we, in our sole discretion, determine is necessary or advisable for us or any of our Affiliates to comply with obligations under FATCA.
- 32.3 You agree that you will notify us within thirty (30) days of any change that affects your tax status pursuant to FATCA, the UK IGA, or any legal requirement or other agreement by or between governments and provide any additional documentation or other information that may be required in order to process any such change.
- 32.4 You acknowledge that (i) if you do not timely provide any such requested certification, information and/or documentation, as applicable, or (ii) if such certification, information and/or documentation is incorrect or incomplete, payments to your Account may be subject to FATCA Withholding Tax as may be required under FATCA, and we may deduct or retain from your Account amounts sufficient to indemnify and hold harmless SCL and its agents from and against any and all withholding taxes, interest, penalties and other losses or liabilities suffered by any such person on account of your failure to duly provide any requested certification, information and/or documentation or resulting from such person’s reliance on any such certification, information and/or documentation provided by you.
- 32.5 You acknowledge that SCL is not required to contest any demand made by any government authority for information regarding your Account or payment of FATCA withholding Tax.
- 32.6 You acknowledge and agree that you shall have no claim against us, our Affiliates or our agents for any damages or liabilities attributable to determinations made pursuant to this Clause 32.
- 32.7 You consent to the collection, storage, and disclosure by us and our agents of any confidential information to persons from whom we and our agents receive or make payments on behalf of you and to governmental authorities as required by Applicable Regulation or other agreement by or between governments. Confidential information includes personal data, account details, transactional information, and any other information that a reasonable person would consider being of a confidential or proprietary nature.

32.8 Your consent shall be effective notwithstanding any applicable nondisclosure agreement. You represent that you have secured from any third party in relation to whom you have provided information to us, any consents and waivers necessary to permit us and our agents to carry out the actions described in this Clause 32, and that you will secure such consents and waivers in advance of providing similar information to us in the future.

32.9 If you have more than one Account with us, you acknowledge that we may be required to link said Accounts for purposes of applying customer documentation and due diligence requirements or disclosing confidential information regarding the Account to a government authority in connection with a legal requirement or as otherwise required by FATCA.

32.10 You represent that you have provided to, and secured from any person that will own a beneficial interest in a payment from us, any notice, consent or waiver necessary to permit us and our agents to carry out the actions described in this Clause 32.

33. **Miscellaneous**

33.1 These Terms supersede any previous terms and agreement(s) between the parties and constitute the entire agreement between the parties relating to the subject matter of the Terms.

33.2 You acknowledge that you have not relied on and do not rely on, or have been induced to enter into these Terms by a representation other than those expressly set out in these Terms and that you shall have no remedy, in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person, in contract, tort, equity, or pursuant to the Misrepresentation Act 1967.

33.3 No failure to exercise or delay in exercising any right or remedy under these Terms shall constitute a waiver thereof and no single or partial exercise of any right or remedy under these Terms shall preclude or restrict any further exercise of such right or remedy. The rights and remedies contained in these Terms are cumulative and not exclusive of any rights and remedies provided by law.

33.4 If any provision in these Terms in whole or in part is held by any court of competent jurisdiction to any extent to be illegal, invalid or unenforceable under any enactment or rule of law, that provision or part shall to that extent be deemed not to form part of the Terms and the enforceability of the remainder of these Terms shall in no way be affected or impaired thereby.

33.5 Nothing contained in these Terms shall be construed as creating any partnership or joint venture with or between the parties.

34. **Governing Law and Disputes**

34.1 These Terms and any non-contractual obligations arising out of or in relation to the Terms shall be governed by and construed in accordance with English law.

34.2 Any dispute arising out of or in connection with these Terms or Transactions hereunder, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration which are deemed to be incorporated by reference into this clause. There shall be three arbitrators, each appointed in accordance with the rules of the London Court of International Arbitration. The place

of arbitration shall be London, England, and the English language shall be used throughout the arbitral proceedings.

- 34.3 If you do not have a permanent place of business in England, you agree to appoint and keep appointed an agent for the service of process and to promptly notify us of the identity and address of such agent.

SECTION B: SYSTEMS ACCESS TERMS

1. Introduction

- 1.1 This Section B shall apply where we have expressly agreed to provide you with Systems Access (as defined below).
- 1.2 We shall make available certain systems facilities which you may choose to use. This Section governs your use of such facilities provided by SCL, which include:
- (a) software-based transmission of trading instructions directly to the systems of certain Markets or brokers, and reception of confirmations from the same;
 - (b) provision of terminal access for trading instructions submission; or;
 - (c) online access to your Accounts for the purpose of monitoring your activity and Positions; and the provision of software and communication links necessary for such access. (together, "**Systems Access**").
- 1.3 You may place Transactions either directly on an electronic system made available by us, or made available by a Third Party Provider with whom we have an arrangement. For these purposes "**Third Party Provider**" means any third party appointed by us or that we have agreed may be appointed by you to provide Systems Access. Third Party Provider services are not owned, operated, controlled or managed by us.

2. Security

- 2.1 You shall provide to us a list of persons to whom we shall provide access codes such as user identification numbers and login passwords for the purpose of Systems Access ("**Access Codes**"). You may not share such Access Codes with any third parties without our written approval. You agree not to amend, delete, disable or otherwise circumvent any Access Codes which you are provided with. You shall notify us immediately if your Access Codes have been stolen, lost or compromised. Until and unless we receive such notification, you will be solely responsible for all acts or omissions of any person using the Access Codes provided to you for Systems Access.
- 2.2 You shall promptly notify us of any changes to the list of persons authorised to use your Access Codes. You shall maintain adequate internal controls and procedures over your use of Systems Access. You shall be solely responsible for monitoring internal usage of your Access Codes. You represent and warrant that any person who has possession of any Access Code is your duly authorised representative and has the power and authority to legally bind you.

3. Compliance

- 3.1 You represent and warrant that you have all the necessary authorisations and have complied with all Applicable Regulations to conduct business through Systems Access.
- 3.2 You agree to comply with all Applicable Regulations (including the HFT Regulations and those relating to market abuse or manipulation), rules, conventions, regulations, notices, user agreements, user guides, disclaimers, legends or instructions of the relevant Market, broker or regulatory authority, relating to such Systems Access, which shall be in addition to your obligations under these Terms.

- 3.3 You are responsible for abiding by such other requirements, procedures and rules for each of the Systems Access (e.g. hours of operation) and any temporary instruction that may be communicated to you from time to time either by us or by the Third Party Provider. In addition to these Terms the provision of Systems Access shall be subject to, and by you continued use the System Access, you agree to be bound by any legends, disclaimers, terms and conditions displayed on or linked to the Systems Access (as the same may be updated or/and modified from time to time).
- 3.4 You agree not to, and agree to ensure that any person using your Access Codes does not, transmit orders or take any action that could create a false impression of the demand or value of any financial instrument or commodity. Your dealings shall be for proper commercial purposes only and you shall observe the standard of behaviour reasonably expected of persons in your position. You shall not take any step to cause us to fail to observe the standard of behaviour reasonably expected of persons in our position.
- 3.5 You shall not use Systems Access for any purposes other than for your own internal business purposes for your own benefit and Account without our consent.
- 3.6 We shall be entitled, in our discretion, to suspend or deny Systems Access to you and change or require you to change your Access Codes at any time, regardless of whether such suspension or denial is required by Applicable Regulations or the rules, conventions, regulations, notices, user agreements, user guides, disclaimers, legends or instructions of any relevant Market, broker or regulatory authority.
- 3.7 You represent, warrant and undertake that, where we are required under Applicable Regulations in relation to the Systems Access services to ensure that you take a particular action or achieve a particular outcome, you shall promptly take such action or achieve such outcome.
- 3.8 You represent, warrant and undertake that, where your assistance is needed in order for us to comply with our obligations under Applicable Regulations in relation to Systems Access, you shall provide such assistance. In addition, where required, you shall co-operate with Third Party Providers and shall comply with all reasonable requests made by a Third Party Provider.
- 3.9 We may conduct a periodic risk based assessment of the adequacy of your systems and controls on an annual basis or at such other frequency as we determine. You agree to provide us with all information which we, in our sole discretion, may consider necessary or expedient to conduct such an assessment.

4. Transmissions

- 4.1 All transmissions, including orders, from a user of your Access Codes shall be valid and conclusively binding on you. We shall not be obliged to check the accuracy or authenticity of any such orders. Orders transmitted via Systems Access shall be treated as if they had been made in writing and signed by you. You shall be responsible for all executions, partial or otherwise, of orders transmitted using your Access Codes, even if you did not receive a notice of execution.
- 4.2 Without prejudice to the above, we may in our discretion at any time refuse or withdraw any orders submitted using your Access Codes and shall not be obliged to give you a reason.

- 4.3 Any order given through Systems Access, once received by us, cannot be cancelled or withdrawn without our consent.
- 4.4 We may, whenever we in our discretion determine to be necessary place limits on your orders or other transmissions through Systems Access.
- 4.5 You shall immediately notify us in writing if you become aware of:
- (a) any failure by you to receive a message indicating that an order was received or executed;
 - (b) any failure by you to receive an accurate confirmation of an execution;
 - (c) any receipt of confirmation of an order and/or execution which you did not place; or
 - (d) any inaccurate information in your Account balances, Positions, or Transaction history.
- 4.6 Our records of your usage of Systems Access or transmissions using your Access Codes (including computer data records, transaction numbers and recordings) shall be, save in the case of manifest error, conclusive evidence of all transmissions using your Access Codes and shall be binding on you. You agree that such records shall be admissible in court as evidence to the extent permitted by Applicable Regulations.

5. **DEA Controls**

- 5.1 You agree to comply with any requirements (“**DEA Controls**”) that we, in our sole discretion, may consider necessary or expedient to comply with Applicable Law, including, but not limited to the HFT Regulations.
- 5.2 Such DEA Controls may include, but are not limited to, pre-and post-trade order controls, pre-set trading and credit thresholds, and the ability to block or cancel orders and stop order flows.
- 5.3 We may suspend or withdraw our Systems Access where, in our sole discretion, we determine that your use of such services is not or may not be consistent with our DEA Controls, the rules of the relevant Market or Applicable Regulations.
- 5.4 You acknowledge and agree that we may implement surveillance and monitoring of your use of DEA Facilities, and may submit reports on your use of the DEA Facilities to the FCA and/or relevant Market in accordance with Applicable Regulations. Use of Software; Intellectual Property Rights
- 5.5 You shall be responsible for providing and operating all equipment, systems and software necessary for Systems Access and you shall at your own costs or expenses ensure that such equipment and software is compatible with and properly connected to our system.
- 5.6 You shall not (and shall not permit any third party to) copy, use, analyse, print, reformat, modify, decompile, disassemble, reverse engineer, translate or convert any software provided by us to you in connection with use of System Access or distribute such software to any third party.

5.7 You undertake not to:

- (a) upload files that contain software or other material protected by intellectual property rights (or by rights of privacy or publicity) unless you have received all necessary consents from us;
- (b) upload files that contain, or may contain, a virus or corrupted data;
- (c) delete any author attributions, legal notices or proprietary designations or labels;
- (d) use System Access in a manner that adversely affects the availability of its resources to other members;
- (e) download a file that cannot be legally distributed via System Access;
- (f) disclose any information relating to the content or operation of Systems Access to any third party without our consent in writing; or
- (g) lease, sell or provide, directly or indirectly, Systems Access to any third party.

5.8 You acknowledge that you have no ownership or other proprietary rights, copyright or other intellectual property rights in the software relating to Systems Access, which are owned by us or other providers, and you agree to comply with any restrictions or requests which we may make in relation to protecting such proprietary or intellectual property rights. If you become aware of any violation of our or our Third Party Providers' proprietary rights in Systems Access, you will notify us in writing.

6. Liability and Indemnity

- 6.1 We shall not be liable for any losses, damages, costs or expenses, howsoever arising, (including through any defect, error, fault, mistake or inaccuracy with the System Access, or due to any unavailability of the System Access or any part thereof) incurred or suffered by you under these Systems Access Terms or through your use of Systems Access (including where we have declined to enter into a proposed Transaction) unless such loss directly arises from our gross negligence, wilful default or fraud.
- 6.2 We shall not be liable for any indirect, consequential or special loss or damages, loss of profits, loss of goodwill, loss of opportunity or loss of anticipated savings howsoever arising.
- 6.3 Orders that you enter through Systems Access may be routed to third party systems, markets or exchanges (each, a "third party system"). We are not responsible for any losses, damages or costs that may result from errors made by any third party system in reading, processing or executing such orders, or if any third party system otherwise fails to properly execute such orders.
- 6.4 You undertake to keep us fully indemnified against all losses, damages, claims, costs or expenses whatsoever incurred by us pursuant to or in connection with these Systems Access Terms or your use of Systems Access, howsoever arising, unless arising directly from our gross negligence, wilful default or fraud.
- 6.5 You acknowledge that from time to time, and for any reason, System Access may not be operational or otherwise available for your use due to servicing, hardware

malfunction, software defect, service or transmission interruption or other cause and that we shall not be liable to you for any losses, damages, costs or expenses, howsoever arising, which result from the unavailability of System Access. In the event that, for any reason, circumstances prevent the transmission and execution of all, or any portion of, your orders through Systems Access, you represent and warrant to us that you have alternative arrangements which will remain in place for the transmission and execution of your orders, by telephone, fax or otherwise. In the event Systems Access is not operational, you may contact us to make alternative order entry arrangements.

- 6.6 We make no representation or warranty to you or your Affiliates express or implied whatsoever in respect of Systems Access, including warranties with respect to the accuracy, completeness, fitness for purpose or timeliness of any Services or information accessed through Systems Access.
- 6.7 You expressly acknowledge and agree that we have made no recommendation with respect to Systems Access, DEA Facilities or any Transaction and that we and any third party service providers selected by you or us provide Systems Access and DEA Facilities on an “as is” basis, at your sole risk. We expressly disclaim any implied warranties of merchantability or fitness for a particular purpose, including any warranty for the use or the results of the use of Systems Access with respect to their correctness, quality, accuracy, completeness, reliability, performance, timeliness, continued availability or otherwise.

SECTION C: EXCHANGE TRADED DERIVATIVES

1. Scope of Services

This Section contains the terms upon which we may execute, clear and/or carry a Transaction in futures, options on futures, options and other derivatives (each a "**Contract**") if and to the extent that such Contract is executed on, by reference to or subject to the rules of an exchange.

2. Brokers

Where we are a member of the relevant exchange we will execute an order for a contract equivalent to a Contract made on the floor of the relevant exchange by open outcry, in the market conducted on an automated trading system administered by the relevant exchange or otherwise as permitted by the relevant exchange (a "**Corresponding Exchange Contract**") on the relevant exchange. If we are not a member of the relevant exchange, we will need to execute the order through an intermediate broker who is a member. Accordingly, we may use the services of brokers (who may be Affiliates) to clear and/or carry Contracts for the Account. A list of such brokers is available upon request.

3. Instructions

- (a) We may, in our discretion, implement arrangements under which you will be permitted to transmit orders directly to our Affiliates. You acknowledge and agree that (i) you will transmit orders directly to such Affiliates identified by us only in accordance with any conditions or instructions notified to you by us and solely for the Account; (ii) any orders transmitted by you to an Affiliate will be cleared through the Account maintained with us and not for an account in your name with the Affiliate, and (iii) notwithstanding your transmission of orders to any such Affiliate, you will continue to be a client of ours and will not be a client of the Affiliate, unless expressly agreed in writing by us and such Affiliate.
- (b) You undertake to give us timely notice (and in any event at least two Business Days before the close of trading in the Contract in question) and, upon our request, shall immediately inform us if you intend to make or take delivery under a Contract that is settled by the physical delivery of an underlying Asset. Further, you shall promptly (and within any time limit imposed by us) give instructions to us in respect of, and you shall deliver any Asset deliverable under any Contract or proposed Contract (including, in relation to Contracts which comprise options on futures, sufficient initial Margin with respect to the underlying futures Contract). If so requested, you shall furnish us with assurances satisfactory to us that the obligations to make or take delivery under any Contract will be performed. If you fail to perform the obligations under this paragraph, we are authorised to take any action we determine to be necessary for our protection or compliance with Applicable Regulations including, without limitation, liquidating the relevant Positions.
- (c) If you do not wish to deliver or receive delivery of the underlying Asset but prefer to take your profit or loss in Cash, this can be achieved by close out. Subject to this Section and Applicable Regulations, you may at any time before the date for performance of a Contract, request us to close out the matching Corresponding Exchange Contract or, if a Corresponding Exchange Contract in a purchased option, exercise that Corresponding Exchange Contract in accordance with its terms. If the closing out or exercise results in a sum of money being due to us under the Contract, we shall notify you of the amount, which will be payable by you immediately.

4. **Exchange Contracts**

- (a) In respect of every Contract entered into by or through us for the Account which is executed on, by reference to or subject to the rules of an exchange, we shall have made (or arranged to have made through a broker who may be an Affiliate) or, where permitted, shall make or arrange to have made, a Corresponding Exchange Contract. For convenience, all dealings between you and us will be on this principal to principal basis except in the case of certain exchanges which prohibit that relationship and require members to trade as agent. We shall therefore have an economic interest in the Contract. You shall bear all risks and obligations associated with any Corresponding Exchange Contract by becoming liable to us in relation to the corresponding Contract (or directly liable under the Corresponding Exchange Contract if we executed as agent). Accordingly, we shall have no obligation in respect of any Corresponding Exchange Contract purchased or sold for the Account (whether directly or through any back-to-back transactions described above) other than to account to you for the value of any such Corresponding Exchange Contract actually realised by us. In the event that any exchange (or its clearing house, where applicable) fails to honour a Corresponding Exchange Contract or otherwise restricts its value, you shall have no recourse to us for such failure or restriction.
- (b) You acknowledge that the rules of an exchange and its clearing house (if any) may contain wide powers in an emergency or otherwise adverse situation, or in the event of a default (not necessarily on the part of either us or you), to close out contracts subject to such rules (including Corresponding Exchange Contracts), to effect invoicing back, exercise rights of set-off and to take such other steps or combination of steps as the exchange or clearing house thinks fit. You agree that if any such action is taken pursuant to such rules, then we may take any action in relation to the Contract(s) in the Account which we considers appropriate to correspond with such action. Where the exchange or clearing house takes action with respect to some but not all contracts subject to its rules, then we shall act in a fair and equitable manner in allocating the consequences of the action to the Contracts that are being cleared by us for our clients (including you) and/or our own account or the account of our Affiliates. Any such action shall be binding on you.
- (c) The provisions of this Clause 4(c) of this Section C shall apply in relation to any Contract whose terms provide for physical settlement and will be relevant where, for example, delivery may include one or more of a number of different deliverable instruments and/or delivery is not restricted to a single day. Where the relevant exchange, clearing house or broker does not identify a particular position when making or allocating deliveries, we shall exercise our reasonable discretion in determining how to select the relevant position(s) to which such delivery will be allocated. This selection will be made on an equitable basis from the positions that we are clearing in the relevant Contract for our clients (including you) and may also include positions that are being cleared for our own account and/or the account of our Affiliates. You and the Account will be bound by any allocation made pursuant to these procedures.
- (d) The Services provided by us under this Clause 4 of this Section C relate to the execution and/or clearing of Contracts that are executed on, by reference to or subject to the rules of an exchange, and are provided on the basis that such Corresponding Exchange Contracts will be accepted for clearing by the relevant exchange or clearing house. You acknowledge that the rules of an exchange and relevant clearing house (if any) may contain wide powers in an emergency or otherwise adverse situation, or in the event of a default (for example, where you are the buyer under a futures Contract, the default of the exchange member (or our clearing member) who sold the futures Contract),

which permit the exchange or clearing house to refuse to clear a Contract that has been executed for you (including a Transaction allocated/given up for clearing in the Account with us). It is agreed that we shall not be liable to you with respect to any costs, losses or expenses incurred if any such exchange or clearing house exercises those powers and we shall not be responsible for the performance of any obligations with respect to such Contracts except to the extent that the relevant counterparty (the seller, in the example given) performs its corresponding obligations to us.

5. Option Exercise

- (a) Certain Contracts that comprise options may be subject to exercise at any time. Where the relevant exchange, clearing house or broker does not identify a particular short option Position in relation to the exercise of a corresponding long option Position, we shall exercise our reasonable discretion in determining how to select the relevant Position(s) to which such exercise will be allocated. This selection will be made on an equitable basis from the Positions that we are clearing in the relevant Contract for our clients (including you) and may also include Positions that are being cleared for our own account and/or the account of our Affiliates. You and the Account will be bound by any allocation made to you pursuant to these procedures. We shall use reasonable efforts to contact you promptly where a Position in a short option Contract in the Account is exercised.
- (b) It is your sole responsibility for determining whether or not to exercise a Contract that comprises an option. We shall have no responsibility to exercise any such Contract purchased by you unless and until we receive acceptable and timely instructions from you indicating the action to be taken. In order to ensure that your options Positions are handled in the manner in which you would like, you are responsible for providing us with your intended exercise instructions by such time as we shall require and in any event by such time as shall enable us, acting in a reasonably diligent manner, to communicate such instructions to the relevant exchange or clearing house or to a broker (for onward transmission to the relevant exchange or clearing house) or to take such other reasonable and necessary action required to effect such instructions.
- (c) We may implement arrangements for the automatic exercise of "in the money" options in clients' accounts (including your Account), subject to such internal policies and procedures as we may in our discretion determine. Such policies and procedures may be amended without prior notice to you. However, we shall have no obligation to ensure that such options are automatically exercised and shall have no liability whatsoever if we do not automatically exercise any "in the money" option, even where our own internal policies and procedures so provide. Accordingly, you should monitor the value of such options Contracts to ensure that they do not expire "in the money".

6. Give-ups

- (a) We reserve the right to refuse to accept from other brokers Contracts executed by or through such brokers and to be allocated/given-up to us for clearance or carrying in the Account unless you and such other broker have previously entered into a written agreement with us with respect to such allocation/give-up, on terms acceptable to us, including (without limitation) with respect to the imposition of any limits on the number or categories of Contracts that we are prepared to accept.

- (b) We reserve the right to refuse to execute an order for a Contract which is to be allocated/given-up to another clearing broker unless you and such other clearing broker have previously entered into a written agreement with us with respect to such allocation/give-up, on terms acceptable to us.
- (c) If you instruct us or any of our Affiliates to execute a Contract for allocation/give-up to another clearing broker specified by you:
 - (i) in the event that such other clearing broker accepts the allocation/give-up, we (or our Affiliate) shall (without prejudice to any claim we (or our Affiliate) may have for commission or other payment or amount owed to us (or our Affiliate) with respect to such Contract) upon such acceptance cease to be a party to the Contract and shall have no obligation to you for our (or our Affiliate's) performance; and
 - (ii) in the event that such clearing broker declines to accept the allocation/give-up, we shall be entitled at our option either to clear or carry the Contract in the Account or to liquidate it by such sale, purchase, disposal or other Transaction or cancellation as we may in our discretion determine, whether on the Market or by private contract or any other feasible method and any balance resulting from such liquidation shall be promptly settled between us and you.

7. **Position Limits**

We shall have the right, whenever we in our discretion deems such action necessary or: (i) to limit the size and number of open Contract positions (net or gross) which may at any time be outstanding in the Account and without regard to the capacity or capacities in which such Account is held by you and whether or not such positions are being carried in one or more Accounts; (ii) to refuse the acceptance of orders for new positions or the allocation or transfer of positions by any other broker for the Account; and (iii) to require the reduction of open positions carried with us in the Account. For the avoidance of doubt, with respect to such rights, we may in our discretion close out any one or more positions in the Account in order to reduce open positions carried with us in the Account. You shall comply with all position limit and large trade reporting rules of any regulatory organisation or any exchange or clearing house to which you may, from time to time, be subject. In addition, you agree to notify us promptly if you are required to file position reports with any regulatory (or self-regulatory) organisation or any exchange or clearing house, and to promptly file and provide us with copies of any such reports.

8. **Payments**

- (a) Margin must, generally, be delivered in the form of cash or securities that are denominated in the currency of that Contract. However, we may in our discretion agree to accept Margin from you in the form of Cash or Assets denominated in a currency other than the currency denomination of the Contract. In that event, we shall determine your Margin requirements each day in the Base Currency based on the prevailing exchange rates between the Base Currency and the currency denomination of the Contract, as determined by us in a commercially reasonable manner. You shall pay our Fees as in effect from time to time with respect to our acceptance of Margin denominated in the Base Currency. Without limitation of the foregoing, if conversions between the currency denomination of the Contract and the Base Currency cannot reasonably be effected due to exchange controls, government restrictions, market conditions or other factors, (a) we shall have no obligation to accept Margin denominated in the Base Currency in satisfaction of your

Margin requirements and any Loss resulting from your inability to deliver Margin in the currency denomination of the Contract shall be solely for your account and risk; and (b) in the event that you are entitled to the return or receipt of Margin in connection with Transactions in any Contract, our sole obligation shall be to deliver to you the quantity of the currency denomination of the Contract to which you are entitled, at such time and in such manner as such delivery may reasonably be made.

- (b) In respect of a Corresponding Exchange Contract which is an option, which matches a Contract, if you are the buyer, you will pay to us on demand any premium payable under the rules of the relevant exchange and/or clearing house; and if you are the seller, when we receive any premium payable under the rules of the relevant exchange and/or clearing house from the relevant exchange, clearing house and/or broker, we will credit it to the Account as Margin. You may be required to pay additional Margin in respect of the corresponding Contract in accordance with the Terms.

9. **Default**

Upon the occurrence of an Event of Default, the close out of Contracts to which these Terms apply may be effected by the execution of one or more Contracts that are (in aggregate where more than one) equal and opposite to the Contract that is to be closed out. Where this is the case, the Market Value (as defined below) of the closed out Contract shall be calculated by reference to the price at which the equal and opposite Contract(s) is/are executed. For these purposes "**Market Value**" shall mean such price for an investment as is equal to the official market closing price on the previous business day as derived by us in a reasonable manner from a reputable pricing information service. If in our reasonable judgement such price does not reflect the Market Value or no such prices are available then we shall determine in good faith the Market Value using whatever pricing sources or other indications of value we reasonably consider to be an appropriate indication of the current market price of the relevant investment. If any such Transaction is made in accordance with the foregoing, it may be public or private, and we may be the counterparty of such Transaction(s). All costs, fees, expenses and liabilities incurred by us in the exercise of the rights shall be borne by you.

SECTION D: TERMS FOR OTC PURCHASE AND SALE OF RUSSIAN EQUITY SECURITIES

1. Application and Definitions

1.1 This Section D shall apply to over-the-counter purchase and sale of Russian equity securities and such other equity securities as agreed between you and us from time to time.

1.2 Those capitalised terms not defined herein shall have respective meaning specified in Section A of these Terms.

1.3 Save where the context otherwise requires, the following words and phrases shall have the following meanings in this Section D:

"Buyer" means for any Transaction, you or us acting as a buyer of the Securities as specified in the related Confirmation;

"Buyer's Nominee" (where applicable) means the person or legal entity designated as such in the Confirmation;

"Company" means the company or issuer of the Securities of which are the subject of the Transaction;

"Confirmation" means the confirmation substantially in the form attached as Appendix 4 to these Terms which sets forth the terms and conditions for a purchase and sale of Russian equity securities;

"Purchase Price" means the price of one Security multiplied by the number of Securities to be purchased under the relevant agreement as specified under the heading "Gross Price" in the related Confirmation;

"Registrar" means the registrar or custody company of the issuer of the Securities regulated by Russian Federal Service for the Financial Markets which registers the transfer of title to the respective Securities in accordance with Applicable Regulations;

"Registration Date" means the day on which the transfer of Securities from the Seller to the Buyer or the Buyer's Nominee is registered by the Registrar in accordance with Applicable Regulations;

"Registration Fee" means the fee paid to the Registrar in order to affect the re-registration of Securities in the name of the Buyer or the Buyer's Nominee;

"Registration Period" means the period for registering the transfer of the Securities from the Seller to the Buyer the Buyer's Nominee. Unless otherwise agreed and specified in a Confirmation, if the Registrar is in Moscow, the Registration Period will be as soon as practicable but not later than six Business Days from the signing of the related Confirmation for any Transaction; where the Registrar is located outside Moscow, as soon as practicable but not later than eight Business Days from the signing of the related Confirmation for any Transaction;

"Registry Confirmation" means any original confirmations, or an acceptable reproduction, issued by the Registrar confirming to the reasonable satisfaction of the

Buyer or its representative that the Securities have been registered in the name of the Buyer or the Buyer's Nominee;

"Securities" means, for the purpose of this Section D, securities (common or preferred) of a Russian company or any other company as we may determine in our absolute discretion from time to time, that are the subject of the Transaction as specified in the related Confirmation;

"Seller" means for any Transaction, the seller of the Securities as specified in the related Confirmation;

"Seller's Nominee" (where applicable) means the person designated as such in the Confirmation; and

"Trade Date" means, in relation to any Transaction, the date on which the Buyer and the Seller orally agree upon the terms and conditions for the purchase and sale of Securities.

2. **General**

- 2.1 Subject to the terms of this Section D, the Buyer and the Seller shall be deemed to have entered into a binding agreement for the purchase and sale of Securities, whereby the Buyer agrees to purchase and the Seller agrees to sell the Securities, on the Trade Date when they orally agree on the material terms of the Transaction.
- 2.2 The terms of this Section D are incorporated by reference into any Confirmation.
- 2.3 In respect of any Transaction, the terms of this Section D, the Terms and the Confirmation shall together constitute a single agreement between the parties.
- 2.4 In the event of any conflict between the terms of this Section D and the Terms, this Section shall prevail. In the event of any conflict between the terms of this Section D and the Confirmation, the Confirmation shall prevail.

3. **Confirmations and Transfer of Ownership**

- 3.1 Promptly after the Trade Date for any Transaction, we will send to you a written Confirmation. In the event that you do not receive a Confirmation or there is otherwise a failure to exchange a Confirmation in respect of a Transaction, this will not affect the validity of such Transaction.
- 3.2 Within two Business Days after receiving a Confirmation, you shall return to us a countersigned copy via e-mail to settlement@sovacapital.com or notify us in writing if the terms do not correctly reflect the terms of the related Transaction, in which case the parties shall determine the correct terms and we shall then send you a corrected Confirmation. A Confirmation (or an amended Confirmation, as the case may be), once executed and returned by you shall be conclusive evidence of the related Transaction and shall supersede all prior oral agreements between the parties with respect thereto.
- 3.3 If Securities are required to be re-registered with the Registrar in the name of the Buyer or the Buyer's Nominee, the ownership rights (both legal and beneficial title) to the Securities shall be transferred to the Buyer the Buyer's Nominee on the Registration Date.

4. Obligations of the Parties

- 4.1 You shall provide to us in writing on or before the Trade Date, all the information necessary to facilitate our preparation of the related Confirmation.
- 4.2 You shall promptly, at our request:
- (a) provide us with the signed Confirmation; and
 - (b) if the Securities are required to be re-registered with the Registrar in the name of the Buyer or the Buyer's Nominee, provide us with all documentation reasonably necessary on your part to ensure such re-registration of the transfer of the Securities.
- 4.3 We shall provide you with all documentation reasonably necessary on our part to ensure the re-registration of the transfer of the Securities.
- 4.4 Unless otherwise agreed and specified in a Confirmation, the Seller shall:
- (a) if Securities are required to be re-registered with the Registrar in the name of the Buyer or the Buyer's Nominee, ensure that such Securities are re-registered within the Registration Period in full conformity with the laws of the Russian Federation;
 - (b) notify the Buyer within two Business Days of receipt by the Seller of any notice or information pertaining to:
 - (i) any dividends, other income or capital distributions accruing to the Securities; and
 - (ii) any voting rights attaching to the Securities on or after the Trade Date;
 - (c) in respect of any dividends and other income and capital distributions accruing to the Securities on or after the Trade Date, transfer any amount received by the Seller to the Buyer within five Business Days of its receipt..
 - (d) in respect of voting rights, use its reasonable efforts to exercise any voting rights attached to Securities as directed in writing by the Buyer, provided that such exercise does not adversely affect, or conflict with, any exercise of voting rights by the Seller in connection with Securities held by the Seller for its own account or for the account of others; and
 - (e) undertake to comply with all Applicable Regulations in respect of the Transaction.
- 4.5 Unless otherwise agreed and specified in a Confirmation, the Buyer shall:
- (a) Undertake to perform all necessary and proper acts to assist the Seller in completing the Transaction; and
 - (b) undertake to comply with all Applicable Regulations in respect of the Transaction.

- 4.6 Unless otherwise agreed and stipulated in a Confirmation, the Registration Fee and all related expenses incurred in connection with the re-registration of Securities in the name of the Buyer or the Buyer's Nominee shall be borne by the Seller.

5. **Payments**

- 5.1 All Transactions shall be carried out on a DVP basis unless otherwise agreed between the parties at the time of the Transaction.
- 5.2 If the parties agree to carry out a Transaction on a FOP basis, the Buyer shall pay the Purchase Price within two Business Days from the day it or the Buyer's Nominee receives a Registry Confirmation showing that the Securities are registered in accordance with the provisions of Clause 4.4(a) of this Section D.
- 5.3 Amounts to be paid under the terms of this Section D shall be paid by bank transfer to the relevant account details as set out in the Confirmation.

6. **Representations and Warranties**

- 6.1 In addition to the representations under Section A of these Terms, the Seller hereby represents and warrants to the Buyer that:
- (a) it is in compliance with all Applicable Regulations in respect of the sale of the Securities and may lawfully sell the Securities to the Buyer;
 - (b) it is on the Trade Date and shall, immediately prior to the registration of the Securities in the name of the Buyer (or the Buyer's Nominee), be entitled to sell all Securities, free from third party interests, encumbrances and pledges of any kind;
 - (c) the Securities are fully paid for and there are no moneys or liabilities outstanding or payable in respect of such Securities; and
 - (d) payment by the Buyer for the Securities to the Account specified by the Seller in the Confirmation complies with all Applicable Regulations.
- 6.2 In addition to the representations under Section A of these Terms, the Buyer hereby represents and warrants to the Seller that:
- (a) it is in compliance with all Applicable Regulations in respect of the purchase of the Securities and may lawfully purchase the Securities from the Seller;
 - (b) it has made its own independent investigation and appraisal of the Securities, the Company and of the risks of entering into such Transaction; and
 - (c) it has not relied on any representation or warranty of the Seller in deciding whether to enter into the Transaction (other than those set out in Section A of these Terms and the terms of this Section D);
- 6.3 The representations contained herein shall be deemed to be repeated by each party (as the case may be) on each date on which a Transaction of the Securities subject to the terms of this Section D is entered into.

7. Termination of Transactions

- 7.1 If the Securities that are required to be re-registered with the Registrar in the name of the Buyer or the Buyer's Nominee have not been re-registered in accordance with Clause 4.4(a) of this Section D within 30 calendar days after the Registration Period ends, the Buyer shall have the right at any time thereafter to terminate the Transaction upon written notice to the Seller (and such termination shall be effective on the date notice is given by the Buyer to the Seller).
- 7.2 If the Buyer exercises its right to terminate the Transaction in accordance with this Clause 7, the Seller shall return to the Buyer any amount paid (if already paid) no later than two Business Days after receipt of notice of such termination.
- 7.3 In the event that the Seller has not received the Purchase Price by the end of the Business Day after the day on which payment is due, the Seller may at any time thereafter terminate the Transaction by written notice to the Buyer. Such termination shall become effective on the second Business Day after its receipt by the Buyer or by the Buyer's Nominee. Upon receipt of the Transaction termination notice, the Buyer shall take all such action as the Seller may reasonably request for the purpose of the re-registering the Securities in the Seller's (or the Seller's Nominee's) name as soon as reasonably practicable.
- 7.4 Termination shall be without prejudice to any right to damages or other accrued rights or existing commitments of either party including for the avoidance of doubt rights under Clause 5 of this Section D.

SECTION E: CUSTODY TERMS

This Section outlines the terms under which your Custody Assets will be held, as applicable.

1. Definitions and Interpretation

1.1 In this Section E, the following capitalised terms shall have the following meaning:

- (a) **"Custodian"** means SCL or such other custodian that may be selected by SCL from time to time (provided at all times that such selection is in accordance with the FCA Rules) which will provide the Custody Services to you under this Section E and as notified to you in writing, whether in a Confirmation or otherwise;
- (b) **"Custody Account"** means the securities custodial account to be opened with the Custodian by you pursuant to this Section E; and
- (c) **"Custody Services"** means any custody services in respect of Securities to be provided or currently provided, as the case may be, by the Custodian.

"Securities", for the purposes of this Section E, including without limitation, shares, stocks, warrants, options, convertible bonds and notes of any description whatsoever and whosoever issued, quoted, dealt in or located.

"Security" means the security created by or pursuant to this Section E.

2. Effect of this Section E

2.1 Subject to Clause 10 of Section C (Exchange Traded Derivatives), this Section E relates to Custody Services and to Accounts to which Client Money and Asset Rules are applied.

3. Account Opening

A Custody Account may be opened with the Custodian by you in your sole name. All Securities accepted by the Custodian will be deposited in the Custody Account for your account.

4. Custodian's Powers

- 4.1 You hereby authorise the Custodian to do, and to irrevocably consent to, any and all of the powers listed at Clauses 4.2 to 4.10 below.
- 4.2 To collect all income becoming due and payable on any Securities in the Custody Account.
- 4.3 To surrender for payment maturing Securities and those called for redemption.
- 4.4 To exchange Securities in temporary form for like Securities in definitive form; to exchange stock certificates if the par value of any shares is changed; to exchange, deliver, transfer or register other Securities of the same type, class and denomination in lieu of the Securities deposited in the Custody Account by you; and to exchange Securities of companies to conform with changes in their corporate names. Without

prejudice to the foregoing, the Custodian shall have the right to return to you Securities bearing serial numbers or other identification marks that differ from the Securities deposited by you with, or otherwise held by, the Custodian under this Section E, provided that the Securities so returned are otherwise identical in value or nature.

- 4.5 To exercise any discretion without any liability to you as regards any action that may in the Custodian's sole opinion seem to be advisable or expedient in your interest if it is not possible to obtain your instructions or if, in the Custodian's sole opinion, it would involve undue delay or expense to obtain such instructions.
- 4.6 To do all things with regard to the registration, sale, purchase and disposal of proceeds of, and the dealing with any rights or bonus accruing in respect of the Securities in relation to which you may from time to time instruct us.
- 4.7 To sign for you, and in your name and on your behalf, any declarations, affidavits and certificates of ownership which are now or may hereafter be required with respect to all dividends or other income on the Securities held or received by the Custodian in the Custody Account from time to time.
- 4.8 To disclose the identity and/or any other particulars of the Custody Account to companies of which you may be stockholder(s) or shareholder(s) from time to time or to their agents, upon request, or to any other lawful authorities as required under Applicable Regulations without your further consent.
- 4.9 To withhold and/or make payment on your behalf of any taxes or duties payable on or in respect of the Securities held by the Custodian in the Custody Account from time to time.
- 4.10 As the Custodian may receive and administer dividends, bonus issues, rights issues or notices or any other communication directed to you in the Custodian's care, the Custodian is authorised to accept and open all post addressed to you.

5. Acquisitions and Disposals of Securities

The Custodian is not under any duty to supervise the investment of, or to advise or make any recommendations to you with respect to the sale or other disposition of the Securities at any time held by the Custodian in the Custody Account, or to advise or recommend the purchase of the Securities at any time.

6. Registration of Securities

The Custodian may, where it considers appropriate, arrange for Custody Assets to be held overseas (including with a third party in a state that is not an EEA member state and where such state does not regulate the holding and safekeeping of financial instruments for the account of another person). In such case, the Custody Assets will be subject to the laws of that non-EEA member state and your rights (or, where you are acting as agent on behalf of an Underlying Principal, the rights of your Underlying Principal) relating to those Custody Assets may be different from rights relating to Custody Assets subject to the settlement, legal and regulatory requirements of Applicable Regulations.

7. Pooling

We shall identify record and hold all Custody Assets separately from any of our own investments and other assets, and in such a manner that the identity and location of

Custody Assets can be identified at any time. Any part of such Custody Assets may be pooled with investments and assets of the same description of SCL's other clients and accordingly you (or, where you are acting as agent on behalf of an Underlying Principal, your Underlying Principal) shall not have the right to any specific documents of title or certificates or other evidence of title which evidence title to any such investments, but will instead be entitled, subject to any Applicable Regulations and to the provisions set out herein, to an amount of investments of any issue that is of the same description and in the same amount or, if any Event of Default occurs, a cash payment which is equivalent to the amount of investments credited to the Custody Account.

8. Holding of Securities

- 8.1 The Custodian may hold Assets for any or all of its clients (including you) with sub-custodians. Such assets may in the Custodian's discretion be held in a single account that is identified as belonging to SCL's clients and the Custodian will identify in its books and records that part of the assets held by a sub-custodian as is held for you. You should note that the broad effect of this is that in the event of an irreconcilable shortfall following the default of any sub-custodian, you (or, where you are acting as agent on behalf of an Underlying Principal, your Underlying Principal) may share in that shortfall proportionately with SCL's other clients.
- 8.2 Subject to SCL's consent, the Custodian may hold the Custody Assets in accordance with your specific written instructions (if any). If you do give SCL such specific written instructions which SCL accepts, then, save for SCL's regulatory obligations in respect of the Custody Assets, SCL will not be responsible for Losses suffered as a result of following such instructions.
- 8.3 SCL may register or arrange the registration of the Custody Assets in any name permitted by Applicable Regulations. In particular, but without limitation, the Custody Assets may be registered in your name (or, where you are acting as agent on behalf of an Underlying Principal, in the name of your Underlying Principal) or in the name of a nominee company controlled by SCL, any of its Affiliates, a recognised or designated investment exchange or a Custodian. If any Custody Asset is subject to the law or market practice of a jurisdiction outside the United Kingdom and SCL believes that it is (a) in your best interests (or, where you are acting as agent on behalf of an Underlying Principal, the best interests of your Underlying Principal) to register or record it in that way; or (b) it is not feasible to do otherwise because of the nature of the applicable law or market practice, the Custody Assets may be registered or recorded in the name of SCL or any other party.
- 8.4 To facilitate negotiations, the sale and collection of dividends, interest or any other moneys or for any other cause whatsoever, any Securities, documents or personal property may be lodged by the Custodian with any other financial institution(s) or any other Securities clearing and/or settlement institutions (including without limitation the central depository in any Market) in any part of the world ("sub-custodians") as the Custodian may select at its sole discretion upon such sub-custodian's customary terms and conditions or otherwise approved by the Custodian and that such terms and conditions shall be binding on you.
- 8.5 Any and all Custody Assets, whether held by the Custodian or lodged with any of its sub-custodians are held at your sole risk in every aspect and, in particular, as regards any laws, acts, decrees, regulations, edicts, executive orders or other mandates, acts or acts of warfare, hostilities or warlike operations (whether war be declared or not), seizure, confiscation destruction or impairment of property, promulgated or done by any government, whether de jure or de facto, or by any military, municipal, civil or local authority or any other causes beyond the Custodian's control.

9. **Taxes**

The Custodian shall be under no responsibility or liability for any deductions from any funds received by the Custodian as dividends, interests or proceeds of sale of Assets deposited in the Custody Account in respect of taxes, levies or otherwise or for any confiscation or other consequences to the said Securities, dividends, interests, proceeds or any portion thereof, at any time arising from such laws, regulations, decrees, edicts, executive orders or other mandates as may be issued by any government, whether de jure or de facto or by any military, naval, municipal, civil or local authority and which in the Custodian's opinion might or could affect the same. With respect to any items held by any of its sub-custodians, the Custodian may at any time discharge its liability thereon by instructing such sub-custodians to hold at your direct disposal any such Securities, documents, personal property, proceeds, unremitted dividends, interest or other moneys.

10. **Instructions**

10.1 Without prejudice to Clause 4.5 above, disposition of Securities and Cash shall be made by the Custodian only upon instructions given by you in accordance with the Terms.

10.1 The Custodian shall not be obliged to exercise any rights to attend, speak or vote at any meeting of the shareholders of the companies of which you may be a stockholder(s) or shareholder(s) by virtue of the holding of Securities which are deposited in the Custody Account unless it has received written instructions from you at least 10 Business Days in advance of such meeting in respect of securities traded on Russian exchanges or 5 Business Days in respect of all other Securities.

10.2 You are responsible for providing instructions in accordance with the Terms with respect to the exercise of rights and performance of all corporate actions which may be exercisable in relation to any Custody Assets held or that were held in the Account, including without limitation the right to vote, tender, exchange, endorse, transfer, or deliver any investments in the Account to participate in or consent to any class action, distribution, plan of reorganisation, creditors committee, merger, combination, consolidation, liquidation, underwriting, or similar plan with reference to such investments. In the absence of an instruction from you, given in accordance with the Terms, we will refrain from exercising such rights or performing any such actions.

10.3 We shall on receipt of any notice or documentation relating to the Custody Assets, use our reasonable efforts to forward the same to you or deal with the same in accordance with the instructions given by you from time to time.

11. **Dividends, Interest and other Entitlements**

We are authorised to withdraw investments sold or otherwise disposed of, and to credit the Account with the proceeds thereof, or make such other disposition thereof as you may direct. We are authorised to receive all income and other payments which may become due on your investments, to surrender for payment maturing obligations and those called for redemption and to exchange certificates in temporary form for like certificates in definitive form, or, if the par value of any shares is changed, to effect the exchange for new certificates. When we hold on your behalf bonds or preferred stocks which are callable in part by the issuer, such investments shall be subject to a pro rata allocation. We shall withdraw such investments from any depository prior to the first date on which such investments may be called.

12. **Custody Statements**

We will provide you with information relating to the safe custody of your Custody Assets which the Custodian holds on your behalf in a Custody Account by sending you periodic custody statements. Unless otherwise agreed, these will be sent to you daily.

13. **Payments**

You acknowledge that the Custodian's sole responsibility with regard to the proceeds of any disposition of Securities pursuant to your instructions is to receive payment by way of cheque, bank draft or any other appropriate form of such proceeds from the purchaser of the relevant Securities (or its agent) provided that the Custodian will not be liable to pay to you any such proceeds of disposition or be liable to you in any other way if any such payment is not honoured by the banker upon whom that payment is drawn or is otherwise not good and valid payment by that purchaser (or its agent). You further acknowledge that the Custodian may make delivery of the relevant Securities contemporaneously with the receipt of such payment or purported payment in any case.

14. **Fees**

You will pay the Custodian for its services a fee as notified to you by us from time to time and, in the event that the Custodian is not otherwise paid its fee, the Custodian is authorised and empowered to charge the Custody Account with the amount due to it. In addition, all reasonable expenses (including legal and out of pocket expenses) incurred by the Custodian, its agents or its sub-custodian in connection with the opening, operation, and the preservation and enforcement of its rights under the Custody Account may be charged to the Custody Account.

15. **Liability and Indemnity**

15.1 Neither the Custodian nor its Affiliates nor their directors, officers, employees or agents will be liable for any direct or indirect losses, damages, costs or expenses incurred or suffered by you in respect of the Custody Account whatsoever unless arising directly from our or their respective gross negligence or fraud. In no circumstances shall we have any liability for consequential or special damages.

15.2 You unconditionally and irrevocably undertake (jointly and severally where the Custody Account is in joint names) as a continuing obligation to keep the Custodian and its Affiliates, their agents, employees and sub-custodians (the "**Indemnified Parties**") fully indemnified from and against all expenses, loss, damage, costs, claims, demands, actions, proceedings or other liabilities whatsoever which the Indemnified Parties may incur or suffer in connection with the Custody Account except to the extent that the same arises from the fraud or gross negligence of the Indemnified Parties.

16. **Security**

16.1 **Security Interest**

As continuing security for the payment and discharge of all Obligations to us, you hereby charge to us by way of first fixed charge and assign by way of security with full title guarantee and free from any adverse interest or encumbrance whatsoever:

- (a) all of your rights, title and interest in or in respect of the Custody Assets and other Assets constituted by credits standing from time to time to any Custody Account;
- (b) all other Assets and all rights, Cash (including, without limitation, dividends) and property whatsoever which may from time to time be derived from, accrue on or be offered in respect of any Assets referred to in Clause 16.1(a) above, whether by way of corporate action or otherwise howsoever;
- (c) all rights of yours arising in respect of any Assets referred to in Clauses 16.1 (a) to (b) above, including, without limitation, any rights against any custodian, banker or other person;
- (d) all rights of yours under this Section E and the Terms (including those existing after any netting or set off of amounts owed pursuant to the Terms) including, without limitation, all rights of yours to the delivery of Equivalent Assets; and
- (e) all sums of Cash held by us or any of our Affiliates for you or on your behalf, the benefit of all Accounts in which any such Cash may from time to time be held and all of your rights, title and interest under any trust relating to such Cash or to such Accounts as aforesaid, but, in each case, so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 in the charges contained in or created pursuant to this Section E are construed with the omission of (i) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1) of that Act; and (ii) section 6(2) of that Act.

16.2 Withdrawals

- (a) You may request us (either orally, in writing or by electronic transmission and either expressly or impliedly) to deliver Cash and/or Custody Assets from an Account to a third party. Such request is subject to the provisions of the Security and this Section E. If we permit delivery of such Cash and/or Custody Assets from an Account to a third party then, on the relevant delivery being made, the relevant Cash and/or Custody Assets shall be automatically released from the Security.
- (b) Permitting any withdrawal of Custody Assets and/or Cash from an Account, or a series of such withdrawals, will not commit us to permit any other withdrawals from your Accounts.

16.3 Supplemental Provisions Relating to the Security

- (a) **Continuing Security.** The Security is continuing and will extend to the ultimate balance of all the Obligations, regardless of any intermediate payment or discharge in whole or in part.
- (b) **Security Unaffected.** The Security is in addition to any other security, guarantee or indemnity now or subsequently held by us in respect of the Obligations and the Security is not in any way prejudiced by any other such security, guarantee or indemnity. We may at any time and without reference to you give up, deal with, vary, exchange or abstain from perfecting or enforcing any other such security, guarantee or indemnity at any time and discharge any party thereto, and realise the same as we think fit without in any way affecting or prejudicing the Obligations or the Security. You acknowledge that the

Security shall not in any way be affected by the level of Margin required pursuant to the Terms.

- (c) **Further Assurance.** For the purpose of perfecting or enforcing the Security, if we so request at any time or times you will promptly execute and sign all such transfers, assignments, powers of attorney, further assurances or other documents and do all such other acts and things as may reasonably be required to realise the Security or vest any of it in us or to our order or to a purchaser or transferee or to perfect or preserve our rights and interests and the rights and interests of our Affiliates in respect of the Security (including, without limitation, the institution and conduct of legal proceedings) or for the exercise by us of all or any of the powers, authorities and discretions conferred on us by this Section E or the Terms. You hereby by way of Security irrevocably appoints us as your attorney to execute any such transfers, assignments, powers of attorney, further assurances or other documents and do all such other acts and things as aforesaid for the purpose of perfecting or enforcing the Security, or attempting to do so. You hereby ratify and confirm and agree to ratify and confirm the exercise or purported exercise by us of the power of attorney.
- (d) **Law of Property Act.** Section 93 (restriction of right of consolidation) and section 103 (restriction of right of sale) of the Law of Property Act 1925 do not apply to this Section E. The Obligations shall be deemed to arise for the purposes of: (i) section 101 of the Law of Property Act 1925, (ii) the statutory power of sale and of appointing a receiver which are conferred on us under that Act (as varied or extended by this Section E) and (iii) all other powers, immediately after execution of this Section E.
- (e) **Avoidance of Payments.** If we reasonably determine that any payment received or recovered by us may be avoided or invalidated after the Obligations have been discharged in full, and after any facility which might give rise to such Obligations has been terminated, this Section E (and the Security) shall remain in full force and effect and we shall not be obliged to release any Cash or Assets charged under the Security until the expiry of such period as we shall reasonably determine.
- (f) **No Release.** No payment which may be avoided or adjusted under any law, including any enactment relating to bankruptcy or insolvency, and no release, settlement or discharge given or made by us on the faith of any such assurance, security or payment, shall prejudice or affect our right to recover the Obligations from you or to enforce the Security to the full extent of the Obligations.
- (g) **Negative Pledge.** You shall not create or have outstanding any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance, or any other agreement or arrangement having the same economic effect, over or in respect of the present or future Assets subject to the Security (other than for any Security created under this Section E).
- (h) **Continuation of Accounts.** At any time following (i) the receipt by us of notice (either actual or otherwise) of any subsequent security interest affecting any assets subject to the Security or (ii) the occurrence of an Event of Default, we may open a new Account in your name (whether or not we permit any existing Account to continue). If we do not open such a new Account, we will nevertheless be treated as if we had done so at the time, as the case may be, when the notice was received or deemed to have been received of the subsequent security interest or at the time of the Event of Default. No Assets

thereafter paid into any Account, whether new or continuing, shall discharge or reduce the amount receivable pursuant to this Section E or the Terms.

- (i) **Protection of Third Parties.** No purchaser of, or other person dealing with, us shall be concerned to enquire whether any of the powers exercised or purported to be exercised has arisen or become exercisable, whether the Obligations remain outstanding or as to the propriety or validity of the exercise or purported exercise of any power; and the title of such a purchaser and the position of any such person shall not be impeachable by reference to any of those matters and the protections contained in sections 104 to 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with us.
- (j) **Certificate of Borrowings.** For all purposes, including any legal proceedings, a certificate by any officer of SCL as to the sums and/or Obligations for the time being due to or incurred by SCL shall be conclusive in the absence of manifest error.

16.4 Enforcement

- (a) **Enforceability:** Without prejudice to our rights under this Section E or the Terms, on or at any time after the occurrence of an Event of Default and without prior notice or demand, we (for ourselves and as agent, or as the case may be, trustee on behalf of our Affiliates) may enforce the Security and exercise all the powers and rights of a mortgagee conferred by statute or otherwise and (without prejudice to the generality of the foregoing) may (i) appropriate, sell or otherwise dispose of all the title to and interest in any asset subject to the Security or (as we may elect and without prejudice to any later exercise of this power) the whole or part of the equitable interest divested of the legal title for such consideration (which may comprise or include Custody Assets), upon such terms and generally in such manner as we may, in our sole discretion, determine provided that where we sell or dispose of any such Assets we shall use our reasonable endeavours to obtain a fair value where reasonably obtainable in the circumstances; and (ii) apply all or any part of any Cash credited to an Account or the value of any appropriated Assets towards the discharge of the Obligations upon such terms and generally in such manner as we may, in our sole discretion, determine.
- (b) **Application of Net Proceeds:** The net proceeds of any enforcement shall be applied towards discharge of the Obligations in such order as we shall determine. Subject to Clause 16.3(e) (avoidance of payments), you will be entitled to any balance remaining after the unconditional and irrevocable discharge of all Obligations. In the event of a shortfall, you will immediately on demand pay us the balance remaining due.

17. Undertakings and Warranties

- 17.1 You undertake and warrant to the Custodian that you have good title to all Securities which are or will be deposited in the Custody Account and that the Securities are free from all charges, liens, encumbrances, equities and claims whatsoever.
- 17.2 Without prejudice to Clause 15.2 above, you undertake to indemnify the Custodian against any and all expenses, loss, damage and costs arising from any claims, demands, actions or proceedings brought by any third party in respect of any or all of the Securities in the Custody Account.

- 17.3 You acknowledge and agree that the Custodian is not required to enquire or investigate your title to the Securities in the Custody Account.
- 17.4 You warrant that you have and at all times will have full capacity and authority to make apply for, and use, the Custody Services and to effect the Transactions contemplated by this Section E and the Custody Services. On request, you undertake to provide the Custodian with such documentary evidence of the same as the Custodian may require and acknowledge that pending receipt and satisfactory legal advice thereon, the Custodian may refrain taking any action hereunder.
- 17.5 Without prejudice to the terms of the Terms, at our request, you undertake to provide the Custodian with such information as to the ultimate beneficial owner of the Securities held in the Custody Account as the Custodian may require in its sole discretion.

SECTION F: AGENCY TERMS

1. **Application and Scope**

- 1.1 This Section F shall apply where we have expressly agreed to treat you as acting as agent on behalf of another person. For the purposes of this Section, "**Underlying Principal**" shall mean any underlying person on behalf of whom you are to enter as agent into Transactions with us, as notified to us from time to time. Where an Underlying Principal does not constitute a single legal person, the definition includes the trustees, individuals or other persons who are the primary representatives of the organisation, trust or fund on whose behalf they are acting as agent.
- 1.2 Unless we agree otherwise in writing, we shall treat you alone as our client and we shall not treat any Underlying Principal as our client for the purposes of the FCA Rules.
- 1.3 You shall be liable to us jointly and severally with your Underlying Principal in respect of all obligations and liabilities arising from these Terms and all Transactions effected on your instructions.

2. **Sub-Accounts**

- 2.1 Upon your request, we may in our absolute discretion, permit you to establish and maintain one or more separate sub-accounts with us in respect of each Underlying Principal.
- 2.2 You shall provide us with information about your Underlying Principal upon our request.
- 2.3 You undertake, as agent for the relevant Underlying Principal and on your own behalf, in respect of each instruction given, to specify the relevant sub-account to which the relevant instruction relates.
- 2.4 We shall, subject to these Terms, administer sub-accounts which we reasonably believe relate to different Underlying Principals separately. We shall not consolidate Accounts or set off amounts owing between your sub-accounts where we reasonably believe these relate different Underlying Principals.

3. **Advice Limitations**

- 3.1 We shall not provide any advice to you for the benefit of your Underlying Principal.
- 3.2 For the avoidance of doubt, we do not have any duty to consider the merits or suitability of any advice, or the appropriateness of any Transaction, for your Underlying Principal. You agree and acknowledge, as agent for your Underlying Principals and on your own behalf, that you retain full responsibility and authority for making all investment decisions with respect to your Underlying Principal.

4. **Events of Default**

References to "**you**" in Clause 26 (Events of Default) of Section A of these Terms shall all be deemed to be references to you acting as agent on behalf of each Underlying Principal in respect of which you enter into Transactions with us from time to time.

5. Representations, Warranties and Covenants

5.1 Where the representations, warranties and undertakings in Clause 23 (Representations, Warranties and Undertakings) of Section A are expressed to be given by "**you**", "**you**" shall be interpreted as referring to your Underlying Principal in addition to you in your own capacity.

5.2 In addition, you represent, warrant and undertake that:

- (a) you hold and will at all times hold all requisite authorities from your Underlying Principal to enter into these Terms, to give us instructions to enter into Transactions, and to execute any requisite agreements or other documents in connection with these Terms or Transactions, on their behalf;
- (b) your Underlying Principal is the sole beneficial owner of all Margin or collateral transferred under these Terms or each Transaction, free and clear of any security interest whatsoever other than a lien routinely imposed on all securities in a clearing system in which securities may be held (if relevant) and your Underlying Principal shall not create or permit to be created such security interest in any margin or collateral so transferred;
- (c) you have no reason to believe that your Underlying Principal, or you on behalf of your Underlying Principal, will not be able to perform any obligation under these Terms or Transactions;
- (d) you shall take all necessary steps to ensure that your Underlying Principal complies with the representations, warranties and undertakings contained in these Terms;
- (e) you have obtained and recorded evidence of the identity of your Underlying Principal or any underlying principal of your Underlying Principal in accordance with all Applicable Regulations, including those concerning anti-money laundering;
- (f) no Event of Default has occurred, is continuing or is likely to occur with respect to you or your Underlying Principal;
- (g) you undertake to immediately notify us of the occurrence of any Event of Default or if an Event of Default is likely to occur with respect to yourself or your Underlying Principal;
- (h) you undertake to immediately notify us in writing if at any time any of the representations, warranties or undertakings in this Section are or become or are found to be incorrect or misleading in any respect;
- (i) you undertake to forward to your Underlying Principal any documentation that you are required to provide to them under the FCA Rules and which we make available to you for that purpose;
- (j) you shall provide us with such information about the Underlying Principal as we may reasonably require in relation to these Terms, including all information required in order for us to comply with all Applicable Regulations. You acknowledge that Clause 30 (Data Protection) of Section A applies to any information you provide to us; and

- (k) you shall either execute as agent for your Underlying Principal where you are duly authorised to do so or procure that your Underlying Principal executes all applicable documents as we may require in respect of any relevant Transaction or Margin requirements imposed by us under these Terms.

6. Anti-Money Laundering

- 6.1 You represent, warrant and undertake that you are now and will be at all material times in the future in compliance with all Applicable Regulations concerning money laundering. We are required to follow the Applicable Regulations concerning money laundering relating to the identification of Underlying Principals unless either of the following Clauses 6.2 or 6.3 applies, and if satisfactory evidence of identity has not been obtained by us within a reasonable time period, we shall be entitled to cease dealing with you.
- 6.2 If you are a regulated credit or financial institution in the UK, EU or a non-EU jurisdiction which is currently considered as having equivalent anti-money laundering requirements to the EU, in the absence of any information to indicate the contrary, we shall deal with you on the understanding that you comply with all Applicable Regulations concerning money laundering and that evidence of the identification of your Underlying Principals has been obtained, recorded and is maintained under procedures maintained by you.
- 6.3 If you are a regulated credit or financial institution in a jurisdiction which is not currently considered as having equivalent anti-money laundering requirements to the EU, we reserve the right not to deal with you until we have obtained from you satisfactory evidence of the identification of your Underlying Principal.

7. Limitation of Liability and Indemnity

- 7.1 Notwithstanding that you may act as agent on behalf of your Underlying Principal, you are solely responsible for the due performance of your obligations under these Terms and under each Transaction resulting from any order from you to us.
- 7.2 Where you act as agent for an Underlying Principal, the limitations of liability and indemnities in Clause 22 (Liability and Indemnity) of Section A shall equally apply to you and your Underlying Principal.
- 7.3 We shall have no liability for any losses, damages, costs or expenses suffered by you, as a result of your failure to provide any information about your Underlying Principal, which we in our absolute discretion deem necessary for the performance of our obligations under these Terms or the terms of any Transaction you enter into on behalf of your Underlying Principal.

Notwithstanding that you may act as agent, you undertake as principal to indemnify us in respect of any losses, damages, costs or expenses incurred by us in relation to any Transaction effected by you as agent on behalf (or purportedly on behalf) of your Underlying Principal.

APPENDIX 1

DISCLOSURE ANNEX AND RISKS DISCLOSURE

This risk disclosure is provided to you as a Professional Client in compliance with the FCA Rules. You should not deal in the products described below unless you understand their nature and the extent of your exposure to risk. You should also be satisfied that the investment is suitable for you in the light of your circumstances and financial position. You should note that there are significant risks inherent in investing in certain financial instruments and in certain markets. Investment in derivatives, futures and options may expose you to risks which are different to those investors might expect when they invest in equities. Similarly, investment in shares issued by issuers in emerging markets (by which we mean those that have an underdeveloped infrastructure or which are less economically or politically stable as markets in developed countries) involves risks not typically associated with equities investment in well developed markets. Investment in any of the foregoing kinds of financial instruments is generally appropriate for sophisticated investors who understand and are able to bear the risks involved. Among such risks, is the risk of losing the entire value of an investment or (in the case of certain derivative and other Transactions) the risk of being exposed to liability over and above the value of the initial investment.

We set out below some specific risks and considerations for investors in relation to financial instruments of the type referred to above. This information is not intended to constitute a comprehensive statement of all the risks to which investors might be exposed and there may be others that exist now or which may arise in the future.

1. **EU's Bank Recovery and Resolution Directive**

The Bank Recovery and Resolution Directive sets out resolution tools and powers for BRRD Resolution Authorities in respect of BRRD Entities and when such tools and powers can be used. The BRRD also contains limitations on EU Member States contributing public finances to absorb losses or recapitalise BRRD Entities. The use of such tools and powers and the limitations on use of public finances may affect the liabilities or obligations owed by a BRRD Entity such as SCL.

Certain of the resolution tools and powers are set out further at "Important Information about Bank Recovery and Resolution Directive" published at <http://www.otkrite-capital.com/en/tob/current>.

You hereby confirm that you are aware of the resolution tools and powers under the BRRD which may be exercised in respect of a BRRD Entity and the potential consequences on any liability or obligation of a BRRD Entity. You also confirm that you are aware that the tools and powers under the BRRD are subject to EU Member State implementation and that additional powers and tools may apply in certain EU Member States.

2. **Stabilisation**

- 2.1 You may enter into Transactions in newly issued securities in respect of which we are the stabilisation manager and the price of which may have been influenced by measures taken to stabilise it. Stabilisation enables the market price of a security to be

maintained artificially during the period when a new issue of securities is sold to the public. Stabilisation may affect not only the price of the new issue but also the price of other securities relating to it. The FCA allows stabilisation in order to help counter the fact that when a new issue comes onto the market for the first time, the price can sometimes drop for a time before buyers are found. As long as the stabilisation manager follows FCA Rules, it is entitled to buy back the securities that were previously sold to investors or allotted to institutions which have decided not to keep them. The effect of this may be to keep the price at a higher level than it would otherwise be during the period of stabilisation.

2.2 The stabilisation rules:

- (a) limit the period when a stabilisation manager may stabilise a new issue;
- (b) fix the price at which the issue may be stabilised (in the case of shares and warrants, but not bonds); and
- (c) require disclosure of the fact that a stabilisation manager may be stabilising but not that it is actually doing so.

2.3 The fact that a new issue is (or a related security is) being stabilised should not be taken as any indication of the level of interest from investors, nor of the price at which investors are prepared to buy the securities.

3. **Foreign Currency and Exchange Rates**

Foreign markets will involve different risks from the UK markets. In some cases the risks will be greater. Investments in foreign securities may expose investors to the risk of exchange rate fluctuation and investors who deposit Margin denominated in one currency may be subject to margin calls in circumstances where the obligations secured by such Margin are denominated in another currency (in addition to the risk of margin calls for fluctuations in relative values). Some currencies are not freely convertible and restrictions may be placed on the conversion and/or repatriation of investors' Cash including any profits or dividends.

4. **Transactions in other jurisdictions and on foreign exchanges**

The laws or regulations will vary depending on the foreign country in which the Transaction occurs. Moreover, Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk as they may be subject to regulation which may offer different or diminished investor protection.

No domestic organisation regulates the activities of a foreign exchange, including the execution, delivery and clearing of Transactions on such an exchange and no domestic regulator has the power to compel enforcement of the rules of regulatory authorities or markets in other jurisdictions where your Transactions have been effected. For instance, funds received from customers to margin foreign futures transactions may not be provided the same protection as funds received to margin futures Transactions on domestic exchanges.

Therefore before you trade, you should familiarise yourself with the foreign rules relevant to and protections available with respect to your particular Transaction as well as with the types of redress available in both your home jurisdiction and other relevant jurisdictions.

5. **Emerging Markets**

Investors should be aware that there may be potential risks posed by volatile political, legal and commercial conditions in emerging markets which may affect the value of or result in the loss of investments. The quality and reliability of official data published by governments and their agencies in emerging markets might not be equivalent to that available in developed markets. In addition, the absence of developed securities markets as well as potentially underdeveloped banking and telecommunications systems in such countries may give rise to greater custody, settlement, clearing and registration risks. Foreign investment in issuers in emerging markets may be restricted – sometimes such restrictions may not be published and investors may not be readily made aware of them. In such circumstances, there may be restrictions on repatriation of capital or an investment may have to be scaled down to comply with local foreign ownership restrictions.

6. **Futures**

Transactions in futures involve the obligation to make, or to take, delivery of the underlying Asset of the contract at a future date, or in some cases to settle the Position with cash. They carry a high degree of risk. The "**gearing**" or "**leverage**" often obtainable in futures trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately much larger movement in the value of your investment, and this can work against investors as well as for you. Futures Transactions have a contingent liability and investors should be aware of the implications of this.

7. **Options**

There are many different types of options with different characteristics subject to the following conditions.

- (a) **Buying options:** Buying options involves less risk than selling options because, if the price of the underlying Asset moves against an investor, that investor can simply allow the option to lapse. The maximum loss is limited to the premium paid, plus any commission or other transaction charges. However, if investors buy a call option on a futures contract and investors later exercise the option, they will acquire the futures contract. This will expose investors to the risks described under "**futures**" and "**contingent liability investment transactions**".
- (b) **Writing options:** If investors write an option, the risk involved is considerably greater than buying options. Investors may be liable for Margin to maintain their Position and a loss may be sustained well in excess of the premium received. By writing an option, investors accept a legal obligation to purchase or sell the underlying Asset if the option is exercised against them however far the market price has moved away from the exercise price. If you already own the underlying Asset which you have contracted to sell (when the options will be known as "**covered call options**") the risk is reduced. If you do not own the underlying Asset ("**uncovered call options**") the risk can be unlimited. Only experienced persons should contemplate writing uncovered options, and then only after securing full details of the applicable conditions and potential risk exposure.
- (c) **Traditional options:** Certain London Stock Exchange member firms under special exchange rules write a particular type of option called a "**traditional**

option". These may involve greater risk than other options. Two-way prices are not usually quoted and there is no exchange market on which to closeout an open position or to affect an equal and opposite transaction to reverse an open position. It may be difficult to assess its value or for the seller of such an option to manage his exposure to risk. Certain options markets operate on a margined basis, under which buyers do not pay the full premium on their option at the time they purchase it. In this situation you may subsequently be called upon to pay Margin on the option up to the level of your premium. If you fail to do so as required, your Position may be closed or liquidated in the same way as a futures position.

8. **Off-exchange transactions in derivatives**

While some off-exchange (also known as 'OTC') markets are highly liquid, transactions in off-exchange or 'non-transferable' derivatives may involve greater risk than investing in on-exchange derivatives because there is no exchange market on which to close out an open Position. It may be impossible to liquidate an existing Position, to assess the value of the Position arising from an off-exchange transaction or to assess the exposure to risk. Bid prices and offer prices need not be quoted, and, even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what a fair price is.

9. **Contingent Liability Investment Transactions**

Contingent liability investment transactions, which are margined, may require you to make a series of payments against the purchase price instead of paying the whole purchase price immediately. If you trade in futures, CFD or sell options, you may sustain a total loss of the Margin you deposit to establish or maintain a Position. If the market moves against you, you may be called upon to pay substantial additional Margin at short notice to maintain the Position. If you fail to do so within the time required, your Position may be liquidated at a loss and you will be responsible for the resulting deficit. Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered the contract.

10. **Limited Liability Transactions**

The extent of your loss on a limited liability Transaction will be limited to an amount agreed by you before you enter into the Transaction. The amount you can lose in limited liability Transactions will be less than in other margined Transactions, which have no predetermined loss limit. Nevertheless, even though the extent of loss will be subject to the agreed limit, you may sustain the loss in a relatively short time. Your loss may be limited, but the risk of sustaining a total loss equivalent to the amount agreed is substantial.

11. **Clearing House Protections**

On many exchanges, the performance of a Transaction by us (or third party with whom we are dealing on your behalf) is 'guaranteed' by the exchange or clearing house. However, this guarantee is unlikely in most circumstances to cover you, the client, and may not protect you if we or another party defaults on its obligations to you. There is no clearing house for traditional options, nor normally for off-exchange instruments (OTC) which are not traded under the rules of a recognised or designated investment exchange.

12. Extended Hours Trading

Increased trading opportunity means increased ability to react to news and earnings reports that occur during pre- and post-market sessions. However the facility for extended hours trading involves material trading risks, including the possibility of the following:

- (a) Risk of timing of order entry. All orders entered and posted during extended-hours trading sessions must be limit orders. You must indicate the price at which you would like your order to be executed. By entering the price, you agree not to buy for more or sell for less than the price you entered, although your order may be executed at a better price. Your order will be executed if it matches an order from another investor or market professional to sell or purchase on the other side of the Transaction. In addition, there may be orders entered ahead of your order placed by investors willing to buy or sell at the same price. Orders entered earlier at the same price level will have a higher priority. This means that if the market is at your requested price level, an order entered prior to your order will be executed first. This may prevent your order from being executed in whole or in part or not at all.
- (b) Risk of execution pricing. For extended-hours trading sessions, quotations will reflect the bid and ask currently available through the utilized quotation service. The quotation service may not reflect all available bids and offers posted by other exchanges, and may reflect bids and offers that may not be accessible through SCL or respective trading partners. This quotation montage applies for both pre- and post-market sessions. Not all systems are linked; therefore you may pay more or less for your security purchases or receive more or less for your security sales through an exchange than you would for a similar transaction on a different exchange.
- (c) Risk of lower liquidity. Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity it is easier for investors to buy or sell securities, and as a result investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in extended hours trading as compared to regular market hours. As a result, your order may only be partially executed, or not at all.
- (d) Risk of higher volatility. Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater its price swings. There may be greater volatility in extended hours trading than in regular market hours. As a result, your order may only be partially executed or not at all.
- (e) Risk of changing prices. The prices of securities traded in extended hours trading may not reflect the prices either at the end of regular market hours, or upon the opening the next morning. As a result, you may receive a price in extended hours trading which is inferior to that you which would obtain during regular market hours.
- (f) Risk of unlinked markets. Depending on the extended hours trading system or the time of day, the prices displayed on a particular extended hours trading system may not reflect the prices in other concurrently operating extended hours trading systems dealing in the same securities. Accordingly, you may receive a price in one extended hours trading system inferior to one you would obtain in another extended hours trading system.

- (g) Risk of news announcements. Normally, issuers make news announcements that may affect the price of their securities after regular market hours. Similarly, important financial information is frequently announced outside of regular market hours. In extended hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.
- (h) Risk of wider spreads. The spread refers to the difference in price between what you can buy a security for and what you can sell it for. Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.
- (i) Risk of duplicate orders. There is a risk of duplicate orders if you place an order for the same security in both an extended-hours session and the regular trading session, even if that order is a day order. Orders executed during regular trading hours may not be confirmed until after the post-market extended hours trading session has already begun. Similarly, orders executed in the pre-market session may not be confirmed until after regular trading has begun.
- (j) No Support. SCL does not have 24 hour customer service. This means that we will not answer your calls during much of the pre- and post-market trading sessions. This greatly increases your risk of loss if you make an error or if there is a system or Systems Access issue because no one will attend to your call until the beginning of customer service hours. You are solely responsible for any loss that occurs in your Account for any reason during the non-core session.

13. **Fund Settlement**

- (a) Liquidity risk. On occasion, due to limitations on the maximum amount of fund units available for redemption, fund investors may not be able to redeem the total quantity of requested fund units. Investors are advised to investigate the fund conditions, including reviewing the respective websites or contacting fund administrators directly.
- (b) Risk of unknown price of subscription and redemption. When placing an instruction to subscribe or redeem fund units, investors may refer to the net asset value of fund units as of the previous trading day. However, it should be noted that the current net asset value and trading price will be undetermined at the time of placing the instruction. Therefore, investors shall bear some risks associated with the unknown price of subscription or redemption.
- (c) Fund investment risk. The price of fund units will be affected by price fluctuations in the underlying securities market(s). Investors should bear in mind the cut-off times for subscription or redemption to avoid unexpected price fluctuations. Investors are advised to investigate fund memorandums or contact the fund administrators directly to obtain details on potential extra costs charged directly by funds, if applicable.
- (d) Fund or transfer agent default risk. The risk of default of a fund or transfer agent lies solely with the investor subscribing or redeeming fund units. The risk may include situations where: an investor has already subscribed to the fund units at a higher price; an investor is in the process of subscribing for fund units and has advanced payment; or an investor is redeeming fund units and expecting proceeds for fund units that do not exist any longer. Investors should undertake their own due diligence on the fund and transfer agent.

14. **Electronic Trading and Systems Access**

Systems which provide electronic trading and order routing services differ from traditional open outcry pit trading and manual order routing methods and each such system may differ. Transactions using Systems Access are subject to the rules and regulations of the Market(s) offering the system and/or listing the contract. Before you engage in Transactions using System Access, you should carefully review the rules and regulations of the Market(s) using Systems Access to understand, among other things, the system's order matching procedure, opening and closing procedures and prices, error trade policies and trading limitations or requirements and qualifications for access and grounds for termination and limitations on the types of orders that may be entered into the system.

Each of these matters may present different risk factors with respect to trading on different Markets. For example, there may be varying response times and security, as well as risks related to service providers and the receipt and monitoring of electronic mail. Trading through an electronic trading or order routing system exposes you to risks associated with system or component failure. In the event of system or component failure, it is possible that, for a certain time period, you may not be able to enter new orders, execute existing orders or modify or cancel orders that were previously entered. System or component failure may also result in loss of orders or order priority.

Market(s) offering an electronic trading facility may have adopted rules to limit their liability, and the liability of clearing members and software and communication system vendors and the amount of damages you may collect for system failure and delays. These limitation of liability provisions vary among the Market(s). You should consult the rules and regulations of the relevant Market(s) in order to understand these liability limitations.

15. **Market Data**

With respect to any market data or other information that we or any third party service provider provide to you in connection with your use of the Services: (i) we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (ii) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; (iii) you will use such data or information solely for the purposes set forth in these Terms; (iv) such data or information is proprietary to us and any such provider and you shall not retransmit or disclose such data or information to third parties except as required by applicable law or regulation; and (v) you shall use such data or information solely in compliance with applicable laws, rules and regulations.

APPENDIX 2

CLIENT CATEGORISATIONS AND FCA PROTECTIONS

1. Where we treat you as a Professional Client, you will be entitled to fewer protections under FCA Rules than you would be entitled to as a Retail client. In particular:

you will be given fewer information disclosures with regard to our Services and any investments (for example, on costs, commissions, fees and charges);

 - (a) we are not required to assess the appropriateness of Services that we provide to you and deem that you have the requisite level of experience and knowledge to understand and manage the associated risks;
 - (b) if we were ever to provide a personal recommendation to you, we would not be required to assess and test our Services for suitability purposes as we will deem you to have the requisite level of experience and knowledge to manage the tolerance of risk and you are able and willing, financially and otherwise, to assume these risks which are consistent with your investment objects;
 - (c) when providing you with best execution, we are not required to prioritise the total consideration of the Transaction as being the most important factor in achieving best execution for you (since the importance total consideration is required for Retail Clients only);
 - (d) we do not need to inform you of any material difficulties relevant to the manner in which we have carried out of your order(s) promptly; and
 - (e) should we provide you with periodic statements, we are not required to notify you of whether interest is payable on it.
2. Where we treat you as an Eligible Counterparty for our services, you will be entitled to fewer protections under FCA Rules than you would be entitled to as a Professional Client. In particular, and in addition to the above:
 - (a) we are not required to provide you with best execution in executing your orders;
 - (b) we are not required to disclose to you information regarding any fees or commissions that we pay or receive;
 - (c) we are not required to provide you with information about ourselves, our Services and the arrangements through which we will be remunerated;
 - (d) we are not required to provide you with risk disclosures on the products or Services that you select to receive from us; and
 - (e) we are not required to provide reports to you on the execution of your orders or the management of your investments.

APPENDIX 3

TEMPLATE CONFIRMATION FOR RUSSIAN SECURITIES

TO:

Attention: Settlement Department

The terms of the Transaction to which this Confirmation relates are as follows:
Условия Сделки, к которой относится настоящее Подтверждение, следующие:

Trade Date: Дата сделки:	
Buyer: Покупатель:	
Seller: Продавец:	
Name of securities: Наименование Ценных Бумаг:	
Type of securities: Вид ценных бумаг:	
ISIN: Регистрационный Номер:	
Quantity: Общее количество:	
Gross amount: Сумма сделки:	
Gross price: Цена:	
Commission: Комиссия:	
Net amount: Сумма сделки с учетом комиссии:	
Type of Settlements: Вид расчетов:	
Settlement Date: Дата поставки:	
Payment Date: Дата оплаты:	
Securities to be delivered to: Ценные Бумаги подлежат перечислению на счет:	
Securities to be delivered from: Списание Ценных Бумаг производится со счета:	
Payment instructions: Инструкции по оплате :	

The purpose of this Confirmation is to set forth the terms of the above referenced transaction entered into between the Seller and the Buyer on the Trade Date specified above ("Transaction").	Настоящее Подтверждение составлено с целью закрепления условий указанной выше сделки, заключенной между Продавцом и Покупателем в указанную ниже Дату сделки ("Сделка").
This Confirmation constitutes a sale and purchase agreement entered into between the Seller and the Buyer as to the terms of the Transaction to which this Confirmation relates, pursuant to the Terms of Business for Professional Clients of Sova Capital Limited as amended and supplemented from time to time by Sova Capital Limited (hereinafter referred as the "TOB").	Настоящее Подтверждение составляет договор купли-продажи между Продавцом и Покупателем, что касается Сделки, к которой относится данное Подтверждение, в соответствии с Условиями сотрудничества с профессиональными клиентами Sova Capital Limited с вносимыми компанией SovaCapital Limited время от времени в них изменениями и дополнениями (далее «Условия»).
The provisions contained in Section D of the TOB "Terms for Purchase and Sale of Russian Equity Securities" are incorporated into this Confirmation.	Положения, изложенные в разделе D Условий «Условия совершения сделок купли-продажи российских ценных бумаг», применяются к настоящему Подтверждению.

In the event of any inconsistency between the TOB and this Confirmation, this Confirmation shall prevail.	В случае несоответствия положений Условий с положениями настоящего Подтверждения, настоящее Подтверждение имеет преимущественную силу.
If you agree to the terms specified herein, please promptly sign this Confirmation and return to us (i) a signed scanned copy of the Confirmation by e-mail (addressed to settlement@sovacapital.com) and (ii) a signed original by post to the address specified below. Any objections should be made in writing and received by us no later than by 11.00 London time on the next business day from the date of this Confirmation.	Если Вы соглашаетесь с вышеуказанными условиями, пожалуйста, незамедлительно подпишите настоящее Подтверждение и отправьте нам (i) сканированную копию подписанного Подтверждения по e-mail (по адресу settlement@sovacapital.com) и (ii) подписанный оригинал по почте по нижеуказанному адресу. Любые возражения должны быть изложены в письменном виде и получены нами не позднее 11.00. по Лондонскому времени на следующий рабочий день после даты настоящего Подтверждения.
This Confirmation is executed in the English and Russian languages. In case of any discrepancy between the English and Russian language versions of this Agreement, English version shall prevail.	Настоящее Подтверждение составлено на английском и русском языках. В случае каких-либо несоответствий между английской и русской версиями настоящего Подтверждения, версия на английском языке имеет преимущественную силу.

For and on behalf of Sova Capital	For and on behalf of
Limited	
Name:	Name:
Title:	Title:
Date:	Date:
Name:	Name:
Title:	Title:
Date:	Date:

APPENDIX 4

CUT-OFF TIMES

EUR, GBP, RUR – 12.00 London time, Monday - Friday for value date 'today';

USD – 14.00 London time, Monday - Friday for value date 'today';

AED - 11.00 London time, Monday – Friday for value date 'tomorrow';

CAD, CHF, SEK and other currencies –18.00 London time, Monday – Friday for value date 'tomorrow'; and

Securities transfer orders (including DVP instructions) - 12.00 London time, Monday – Friday for value date 'today'.

APPENDIX 5

TAX AND OTHER INFORMATION REPORTING

1. Introduction and Purpose

1.1 *Tax Information Sharing Regulations; General Information Requirements*

(a) Governments of various jurisdictions, including those of the United States, the United Kingdom and the Russian Federation among others, have introduced various regulations (the "**Tax Information Sharing Regulations**") that require financial institutions such as Sova Capital Limited ("**SCL**") to report certain data and information about relevant account holders directly to (or to a third party for transmission to) applicable tax authorities, and in the absence of such reports those account holders may be subject to a withholding tax on certain payments (which may include payments of gross proceeds).

(b) Such Tax Information Sharing Regulations include, but are not limited to, the U.S. Foreign Account Tax Compliance Act ("**FATCA**") and the Common Reporting Standard ("**CRS**") (formally referred to as the Standard for Automatic Exchange of Financial Account Information) which is an information standard for the automatic exchange of information between participating jurisdictions developed by the Organisation for Economic Co-operation and Development (the "**OECD**").

(c) As part of the process of implementing the Tax Information Sharing Regulations, various governments have agreed informal arrangements (for CRS) or negotiated intergovernmental agreements (for FATCA) with other participating jurisdictions to make it easier for those partner jurisdictions to comply with the provisions of the Tax Information Sharing Regulations. Under each such agreement, a relevant financial institution in a partner jurisdiction will be able to report information on account holders directly to their national tax authorities, who in turn will share such information as required on an automatic basis, that is to say without the requirement for any further inter-governmental request.

(d) In certain jurisdictions (including Russia) which are relevant to the services received by you under these Terms (whether because Assets are issued in such jurisdictions or otherwise), tax and other legislation sets certain other requirements for the mandatory provision of information and documentation ("**General Information Requirements**").

(e) The compliance obligation arising in connection with Assets may be imposed by Tax Information Sharing Regulations, or General Information Requirements, on any of SCL, SCL's custodian (or any third party to whom the holding of Assets has been delegated), an issuer of Assets or agent of such issuer, a withholding tax agent, or a third party (each a "**Complying Entity**").

1.2 *Treaty Benefits*

(a) In addition, in certain jurisdictions (including Russia) which are relevant to the Services received by you under the Terms (whether because Assets are issued in such jurisdictions or otherwise), tax and other legislation specifies the steps to be taken (including the provision of information and documentation) by persons wishing to apply for treaty benefits (including the reduction or elimination of respective withholding tax) ("**Treaty Benefits**") that may be available under relevant double taxation treaties to which such jurisdiction is a party ("**Treaty Benefit Regulations**").

(b) Compliance with Treaty Benefit Regulations may permit a relevant withholding tax agent to apply reduced tax rates and thereafter avoid making withholdings on account of relevant withholding tax.

(c) Where Treaty Benefits are available, the relevant documentation or information may be required to be provided to, or recorded and made available for inspection by, the relevant tax authorities by SCL, SCL's custodian (or any third party to whom the holding of Assets has been delegated), an issuer of Assets or agent of such issuer, a withholding tax agent, or a third party (each a **"Disclosing Entity"**).

2. **Impact on the Terms**

2.1 Clauses 19 and 32 in Section A of the Terms set out the general provisions that apply in respect of taxes. This Appendix 5 supplements the Terms and shall be read in conjunction with the Terms. Capitalised terms used in this Appendix 5 shall have the same meaning as in the Terms unless otherwise set out in this Appendix 5. In the event of a conflict between this Appendix 5 and the Terms, this Appendix 5 shall prevail. Clause 32.3 of the Terms requires you to notify us within thirty (30) days of any change that affects your tax status.

2.2 Clause 3 of this Appendix 5 provides for compliance with: (i) FATCA, CRS and General Information Requirements ("**Mandatory Disclosure Legislation**"); and (ii) any request from any relevant tax authority or Complying Entity for information required for the purposes of compliance with Mandatory Disclosure Legislation (a "**Disclosure Request**"), in each case in connection with the Assets received by SCL from you or on your behalf under Clause 13.2 of the Terms.

2.3 Clause 4 of this Appendix 5 only applies if you decide you wish to request SCL to procure application for Treaty Benefits. Clause 4 of this Appendix 5 provides for compliance with: (i) Treaty Benefit Regulations; and (ii) any request from any relevant tax authority or Disclosing Entity for information required for the purposes of compliance with Treaty Benefit Regulations (an "**Information Request**"), in each case in connection with the Assets received by SCL from you or on your behalf under Clause 13.2 of the Terms.

3. **Mandatory Disclosure Legislation**

3.1 By continuing to do business with SCL, you hereby acknowledge and agree that, in order for you, SCL or any other Complying Entity to:

(i) comply with applicable Mandatory Disclosure Legislation or a Disclosure Request;

(ii) take steps which may reduce potential withholding tax which may be imposed or collected by any applicable tax authority or withholding agents pursuant to applicable Mandatory Disclosure Legislation, or any current or future regulations or official interpretations thereof;

(iii) comply with any agreement entered into pursuant to the Mandatory Disclosure Legislation or a Disclosure Request; or

(iv) comply with any other fiscal or regulatory legislation, rules or practices adopted in any relevant jurisdiction, whether pursuant to any intergovernmental agreement entered into in connection with the implementation of the Mandatory Disclosure Legislation or otherwise,

you will, from time to time, upon request from SCL:

- (a) provide further information and/or documentation to the relevant national tax authorities and/or SCL or any other Complying Entity, or any agent appointed for these purposes by SCL or any other Complying Entity, which information and/or documentation may include, but is not limited to, information and/or documentation relating to or concerning you (including, but not limited to information on your tax residency status and your entitlement to payments), your direct and indirect beneficial owners (if any), any such beneficial owner's identity, residence (or jurisdiction of formation) and income tax status; and
- (b) certify to us your compliance or deemed compliance with, or exemption from, the requirements under paragraph (a) above.

3.2 Where SCL so requests, you also agree to provide the information and/or documentation above for and on behalf of your underlying clients and your and their direct and indirect beneficial owners.

3.3 In connection with Clauses 3.1 and 3.2 above, and by continuing to place orders with SCL, you agree that you have accepted the terms of this Clause 3, and other relevant terms of Appendix 5, and you:

- (a) will provide such information and/or documentation concerning you, your underlying clients (where applicable) and your and their direct and indirect beneficial owners (if any), as and when requested by us, as we, in our sole discretion, determine is necessary or advisable for us, or any of our Affiliates, or any Complying Entity to comply with obligations under the Mandatory Disclosure Legislation or any Disclosure Request; and
- (b) acknowledge that (i) if you do not provide in a timely manner any such requested certification, information and/or documentation, as applicable, or (ii) if such certification, information and/or documentation is incorrect or incomplete, we may deduct and pay from your Account an amount equal to such withholding tax as may be imposed by any applicable law in connection with Assets received from you or on your behalf under Clause 13.2 of the Terms, and that we may deduct or retain from your Account amounts sufficient to indemnify and hold harmless SCL and its Affiliates and agents from and against any and all withholding taxes (or liability for amounts equal to the amount of any withholding taxes), interest, penalties and other losses or liabilities suffered by any such person on account of your failure to duly provide any requested certification, information and/or documentation or resulting from such person's reliance on any such certification, information and/or documentation provided by you.

3.4 By placing orders and Transactions with or through SCL, you agree that you hereby acknowledge, and have given consent to, the following:

- (i) SCL or another Complying Entity, or their respective agents, may be requested or required to disclose directly to (or to a third party for transmission to) applicable tax authorities certain information (which could otherwise be deemed to be confidential) in relation to you, your underlying clients or your or their direct or indirect beneficial owners, including, but not limited to, name, address, tax identification number (if any), and certain information relating to relevant Transactions and Assets;

- (ii) SCL or another Complying Entity, or their respective agents, may be requested or required to (or to provide information to a third party who will) automatically exchange information as outlined above with the Internal Revenue Service (“**IRS**”), HM Revenue & Customs (“**HMRC**”), Federal Tax Service of the Russian Federation (“**FTS**”) or other tax authorities;
- (iii) SCL or another Complying Entity, or their respective agents, may be requested or required to disclose directly to (or to a third party for transmission to) the IRS, HMRC, FTS or other tax authorities certain confidential information when registering with such authorities, and if such authorities contact SCL, or other Complying Entity, agent or third party, with further enquiries;
- (iv) the disclosures and exchanges of information referred to in paragraphs (a) to (c) above may include transfers of information to jurisdictions (including, but not limited to, the United States and the Russian Federation) which may not have data protection laws which are commensurate with those in force in the United Kingdom;
- (v) SCL or its agent, or a withholding tax agent, may request you or your underlying clients, or your or their direct or indirect beneficial owners, to provide additional information and/or documentation which SCL, its agent or such withholding tax agent is required to disclose directly to (or to a third party for transmission to) a relevant tax authority;
- (vi) in the event of failure or delay by you (or your underlying clients), or your or their direct or indirect beneficial owners, to comply with a request for accurate information for the purpose of compliance with any reporting requirements related to the Mandatory Disclosure Legislation or a Disclosure Request, and such failure or delay gives rise to any withholding tax, or the information provided is later shown to be inaccurate, SCL reserves the right to claim from you (and in such case you agree you accept liability for) an amount equal to the amount of any such withholding tax, and/or any related cost, expenses, fines, interest, penalties, debts, losses or liabilities, incurred by SCL, its Affiliates, or other Complying Entity, or any agent, delegate, employee, director or officer of SCL, its Affiliates or other Complying Entity, arising from such failure or delay to provide accurate information to SCL;
- (vii) in the event that you or your underlying clients, or your or their direct or indirect beneficial owners, do not provide the requested information and/or documentation and/or have not complied with Applicable Regulations, Mandatory Disclosure Legislation or a Disclosure Request, whether or not that actually leads to compliance failures by SCL or other Complying Entity, or a risk of SCL or other Complying Entity being subject to withholding tax under the relevant legislative or inter-governmental regime, SCL reserves the right to take any action and/or pursue all remedies at its disposal, including, without limitation, the immediate closing of your or your underlying clients’ accounts; and
- (viii) you agree to indemnify SCL, its Affiliates and their respective directors, officers, affiliates and agents for any and all costs, fees and expenses (including but not limited to, any withholding tax, fines, debts, penalties, interest, losses or liabilities incurred by SCL, or incurred by a third party and for which SCL is liable to the third party) arising as a result of any failure or delay in compliance with the above requirements, such indemnity to be given to the fullest extent permitted by applicable law.

You represent and warrant that you have (or will at the relevant time have) provided to, and secured from, each of your underlying clients and your and their direct or indirect beneficial owners any notice, consent or waiver necessary to permit SCL, its agents and withholding tax agents lawfully to carry out the actions described in this Clause 3.4, including in particular making the disclosures and exchanges of information referred to in paragraphs (a) to (c) above.

4. Treaty Benefits

4.1 If you request SCL to procure application for Treaty Benefits, you agree to comply with the terms of this Clause 4, and acknowledge and agree that: (i) failure to comply with Clause 4 is likely to have the result that Treaty Benefits (such as reduced withholding tax) are not available; and (ii) there is no certainty that compliance with this Clause 4 will in all cases result in the application of Treaty Benefits (such as reduced withholding tax).

4.2 You hereby acknowledge and agree that, in order for you, SCL or any other Disclosing Entity to:

(i) comply with applicable Treaty Benefit Regulations or an Information Request;

(ii) take steps which may reduce potential withholding tax which may be imposed or collected by any applicable tax authority or withholding agents pursuant to applicable Treaty Benefit Regulations, or any current or future regulations or official interpretations thereof;

(iii) comply with any agreement entered into pursuant to the Treaty Benefit Regulations or an Information Request; or

(iv) comply with any other fiscal or regulatory legislation, rules or practices adopted in any relevant jurisdiction, whether pursuant to any intergovernmental agreement entered into in connection with the implementation of the Treaty Benefit Regulations or otherwise,

you will, from time to time, upon request from SCL:

(a) provide further information and/or documentation to the relevant national tax authorities and/or SCL or any other Disclosing Entity, or any agent appointed for these purposes by SCL or any other Disclosing Entity, which information and/or documentation may include, but is not limited to, information and/or documentation relating to or concerning you, your direct and indirect beneficial owners (if any) and actual (ultimate) recipient of income (if different), including but not limited to information (for each aforesaid person) on identity, (residence (or jurisdiction of formation), tax residency and income tax status and entitlement to payments; and

(b) certify to us your compliance or deemed compliance with, or exemption from, the requirements under paragraph (a) above.

4.3 Where SCL so requests, you also agree to provide the information and/or documentation above for and on behalf of your underlying clients and your and their direct and indirect beneficial owners.

4.4 In connection with Clauses 2.1 and 2.2 above, you agree that you have accepted the terms of this Clause 4 and other terms of this Appendix 5 and you:

(a) will provide such information and/or documentation concerning you, your underlying clients (where applicable), your and their direct and indirect beneficial owners (if any), and the actual (ultimate) recipient of income (if different), as and when requested by us, as we, in our sole discretion, determine is necessary or advisable for us, or any of our Affiliates, or any Disclosing Entity to comply with obligations under the Treaty Benefit Regulations or any Information Request; and

(b) acknowledge that (i) if you do not provide in a timely manner any such requested certification, information and/or documentation, as applicable, or (ii) if such certification, information and/or documentation is incorrect or incomplete, we may deduct and pay from your Account an amount equal to such withholding tax as may be imposed by any applicable law in connection with Assets received from you or on your behalf under Clause 13.2 of the Terms, and that we may deduct or retain from your Account amounts sufficient to indemnify and hold harmless SCL and its Affiliates and agents from and against any and all withholding taxes (or liability for amounts equal to the amount of any withholding taxes), interest, penalties and other losses or liabilities suffered by any such person on account of your failure to duly provide any requested certification, information and/or documentation or resulting from such person's reliance on any such certification, information and/or documentation provided by you.

4.5 You agree that you hereby acknowledge, and have given consent to, the following:

(a) SCL or another Disclosing Entity, or their respective agents, may be requested or required to disclose directly to (or to a third party for transmission to) applicable tax authorities certain information (which could otherwise be deemed to be confidential) in relation to you, your underlying clients, your or their direct or indirect beneficial owners, or the actual (ultimate) recipient of income (if different), including, but not limited to, name, address, tax identification number (if any), and certain information relating to relevant Transactions and Assets;

(b) SCL or another Disclosing Entity, or their respective agents, may be requested or required to (or to provide information to a third party who will) automatically exchange information as outlined above with the Internal Revenue Service ("**IRS**"), HM Revenue & Customs ("**HMRC**"), Federal Tax Service of the Russian Federation ("**FTS**") or other tax authorities;

(c) SCL or another Disclosing Entity, or their respective agents, may be requested or required to disclose directly to (or to a third party for transmission to) the IRS, HMRC, FTS or other tax authorities certain confidential information when registering with such authorities, and if such authorities contact SCL, or other Disclosing Entity, agent or third party, with further enquiries;

(d) the disclosures and exchanges of information referred to in paragraphs (a) to (c) above may include transfers of information to jurisdictions (including, but not limited to, the United States and the Russian Federation) which may not have data protection laws which are commensurate with those in force in the United Kingdom;

(e) SCL or its agent, or a withholding tax agent, may request you or your underlying clients, or your or their direct or indirect beneficial owners, or the actual (ultimate) recipient of income (if different), to provide additional information and/or documentation which SCL, its agent or such withholding tax agent is required to disclose directly to (or to a third party for transmission to) a relevant tax authority;

(f) in the event of failure by you (or your underlying clients), or your or their direct or indirect beneficial owners or the actual (ultimate) recipient of income (if different), to comply with a request for information for the purpose of compliance with any reporting requirements related to the Treaty Benefit Regulations or an Information Request, and

such failure gives rise to any withholding tax, SCL reserves the right to claim from you (and in such case you agree you accept liability for) an amount equal to the amount of any such withholding tax, and any related cost, expenses, fines, interest, penalties, debts, losses or liabilities, incurred by SCL, its Affiliates, or other Disclosing Entity, or any agent, delegate, employee, director or officer of SCL, its Affiliates or other Disclosing Entity, arising from such failure to provide information to SCL;

(g) in the event that you or your underlying clients, or your or their direct or indirect beneficial owners, or the actual (ultimate) recipient of income (if different), do not provide the requested information and/or documentation and/or have not complied with Applicable Regulations, Treaty Benefit Regulations or an Information Request, whether or not that actually leads to compliance failures by SCL or other Disclosing Entity, or a risk of SCL or other Disclosing Entity being subject to withholding tax under the relevant legislative or inter-governmental regime, SCL reserves the right to take any action and/or pursue all remedies at its disposal, including, without limitation, the immediate closing of your or your underlying clients' accounts; and

(h) you agree to indemnify SCL, its Affiliates and their respective directors, officers, affiliates and agents for any and all costs, fees and expenses (including but not limited to, any withholding tax, fines, debts, penalties, interest, losses or liabilities incurred by SCL, or incurred by a third party and for which SCL is liable to the third party) arising as a result of any failure or delay in compliance with the above requirements, such indemnity to be given to the fullest extent permitted by applicable law.

You represent and warrant that you have (or will at the relevant time have) provided to, and secured from, each of your underlying clients, your and their direct or indirect beneficial owners, and the actual (ultimate) recipient of income (if different), any notice, consent or waiver necessary to permit SCL, its agents and withholding tax agents lawfully to carry out the actions described in this paragraph 4.5, including in particular making the disclosures and exchanges of information referred to in paragraphs (a) to (c) above.

5. Tax Reclamation Service

5.1 From time to time, SCL may, at its sole discretion, make available to you (or your underlying clients where applicable) a tax reclamation service under which SCL shall assist you to reclaim tax. Where agreed, such service shall be provided to you in consideration for payment by you of such fees as shall be separately notified to you. SCL shall not be bound to provide this service to you and nothing in this Appendix 5 shall amend Clause 19.3 of the Terms. For the avoidance of doubt, unless otherwise required or determined by Applicable Regulations, you (or your underlying clients) shall remain solely responsible for all filings, tax returns and reports on any Transactions (or Assets we receive from you or on your behalf under Clause 13.2) which must be made by you (or your underlying clients) to any relevant authority, whether governmental or otherwise, and for the payment of all taxes (including any transfer, withholding or value added taxes), imports, levies or duties due from you or your underlying clients, or any other liability or payment arising out of or in connection with a Transaction (or Assets we receive from you or on your behalf under Clause 13.2). SCL shall not be responsible for facilitating such payment unless required by Applicable Regulations.

5.2 You shall indemnify us, our Affiliates or our agents in respect of any damages or liabilities ("**Losses**") incurred as a result of or in connection with providing the tax reclamation services to you under this Appendix 5, save for any Losses which result from the fraud, gross negligence or wilful default of SCL, SCL's Affiliates or SCL's agents.

6. **Disclaimer**

- 6.1 You hereby acknowledge that SCL has not provided you (or your underlying clients) with any advice, including tax advice. Where we agree to provide you with the tax reclamation service, we will provide you with information and guidance on the requirements applicable to such service and we will take certain actions on your behalf in relation to the tax reclamation service under a power of attorney to be separately granted by you. Nothing contained in this information or guidance should be construed as falling within the meaning of the term “advice”. You (and your underlying clients) should consult your (or their) own tax advisors regarding any aspect of the Mandatory Disclosure Legislation, Treaty Benefit Regulations, Applicable Regulations, or the tax reclamation service, that may apply to the business you or they transact with or through SCL.
- 6.2 You shall have no claim against us, our Affiliates or our agents for any losses attributable to the services we provide to you under this Appendix 5 or any determinations made pursuant to this Appendix 5, including any direct, indirect or consequential losses, loss of profit or opportunity, claims, injuries, damages, judgments, interest on judgments, assessments, taxes, costs, fees, charges, amounts paid in settlement or other liabilities (including, without limitation, reasonable attorneys' fees, costs of collection and any reasonable cost incurred in successfully defending against any claim), provided that such losses will not include any injuries, costs, losses and expenses which are directly caused by the fraud, wilful default or gross negligence of SCL, SCL's Affiliates or SCL's agents.