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**GRANDIS CAPITAL**  
INVESTMENT COMPANY

**Approved by**  
Order of the Director General  
of “GCIC”, Ltd.  
No. P-12-007/2021  
dated December 30, 2021  
(effective from January 15, 2022)

# Regulations of brokerage services in the Securities Market and Futures Market

Moscow

2021

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## 1. General Provisions.

1.1. The present Regulations of brokerage services in the Securities Market and Futures Market (hereinafter referred to as the “Regulations”) defines the terms of the agreement on the provision of brokerage services (Agency agreement) concluded between “Grandis Capital Investment Company”, Ltd. and Client

1.2. This version of the Regulations shall enter into force on the date specified on the title page of this version of the Regulations.

## 2. Concepts and Terms.

- Securities - securities of Russian issuers, investment units of investment funds, and also foreign securities.

- Broker - “Grandis Capital Investment Company”, Ltd. (“GCIC”, Ltd.) acting in accordance with the legislation of the Russian Federation on the securities market based on a license of a professional participant of the securities market for brokerage activities No. 077-11116 -100000 issued by the Federal Financial Markets Service of Russia on April 1, 2008 (without limitation of the validity period).

The broker will carry out the following types of professional activities in the securities market on conditions of combining thereof:

- **depository activities** based on a license of a professional participant of the securities market for depository activities issued by the Federal Financial Markets Service of Russia on April 1, 2008 No. 077-11128-000100 (without limitation of the validity period);
- **dealer activities** based on a license of a professional participant of the securities market for dealer activities issued by the Federal Financial Markets Service of Russia on April 1, 2008 No. 077-11120-010000 (without limitation of the validity period);
- **securities management activities** based on a license of a professional participant of the securities market for securities management activities issued by the Federal Financial Markets Service of Russia on April 1, 2008 No. 077-11124-001000 (without limitation of the validity period).

- Agreement – an agreement on the provision of brokerage services (Agency agreement), on the basis of which the relations between the Broker and the Client are regulated by these Regulations.

- Client - legal entity or individual, foreign entity with no corporate status that has entered into a Brokerage Services Agreement (Agency agreement) with the Broker.

- Authorized Representatives of the Client - persons authorized to perform actions on behalf of the Client provided for herein based on a power of attorney or law.

- Foreign Entity With No Corporate Status - an organizational form established in accordance with the legislation of a foreign state (territory) without forming a legal entity (in particular, a foundation, partnership, association, trust, other form of collective investment and (or) trust management); which, in accordance with its personal law, is entitled to carry out activities aimed at deriving income (profit) in the interests of its members (shareholders, trustees or other persons) or other beneficiaries. Unless otherwise indicated, all the provisions hereof applicable to a legal entity will apply to the Foreign Entity with no corporate status.

- Exchange Information - information relating to the exchange information in accordance with the current procedure for the use of exchange information provided by the Moscow Exchange or, in relation to the exchange information of other trade organizers, the relevant documents of other trade organizers.

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- Trading Authority - an organization (exchange, trading platform), including a foreign organization (foreign exchange, foreign trading platform), which operates in accordance with and based on legislation of the state and international rules, ensuring a regular functioning of an organized securities market, market of goods, currencies, derivative financial instruments and other Instruments.

- Trading Platforms - within the framework hereof will mean the following trading platforms:

- Stock Market of the Moscow Exchange;
  - Futures Market of the Moscow Exchange;
  - Foreign Exchange Market of the Moscow Exchange;
  - Foreign trading platforms
- Foreign trading platform - foreign trade system (stock exchange), including the stock exchanges:
- LSE-London Stock Exchange (London stock Exchange);
  - NYSE-New York Stock Exchange (New York stock Exchange);
  - NASDAQ-National Association of Securities Dealers Automated Quotation (The National Association of securities dealers providing quotes in automated mode is an American stock exchange specializing in shares of high-tech companies);
  - AMEX-AMEX (American Stock Exchange);
  - TSX-Toronto Stock Exchange (Toronto stock Exchange);
  - XETRA-Exchange Electronic Trading ( electronic securities trading system of the Frankfurt stock exchange);
  - Euronext Amsterdam - - Amsterdam stock exchange;
  - Euronext Paris-Paris stock exchange

and platforms through which exploding transactions are concluded (fixed-Term contract):

CME-Chicago Mercantile Exchange (Chicago Mercantile exchange).

- Trading Rules - trading rules of the Moscow exchange and other trade Organizers

- Trading Session - a period of time during which the transactions may be concluded according to the Trading Rules. Unless otherwise specified in the text of any Clause hereof, the Trading Session will mean only the period of the main Trading Session determined in accordance with the Trading Rules.

- Clearing organization ( Clearing Center) - an organization that determines the obligations to be fulfilled arising from agreements, including as a result of the netting of obligations, and the preparation of documents (information) that are the basis for termination and (or) fulfillment of such obligations based on the trading results, as well as ensuring the performance of such obligations.

- Portfolio - a structural unit of the grouping of the personal Accounts of Client in the Broker's internal accounting system within the framework of the concluded Agreement, including the Client's Assets, obligations under Transactions, as well as the Client's debt to the Broker, including payment of the Broker's fee and reimbursement of the Broker's expenses.

- Broker's website – <http://grandiscapital.ru/>

- Client Portfolio Value - the sum of Planned positions on securities of the Client, and in cash (including foreign currency) of the Client, determined in accordance with the requirements of the Instructions of the Central Bank of the Russian Federation "On the requirements for brokerage activity in the Commission of the broker individual deals at the expense of the Client" from 26.11.2020, No. 5636-Y (hereinafter – the Directive 5636-Y)

- Settlement Organization - a credit institution that makes payments on cash following the clearing results.

- Settlement Depository - an organization that makes payments on securities following the clearing results.

- Special (Brokerage) Account - an account opened by the Broker with a credit institution in order to take account of the Clients' funds separately from the Broker's own funds.

- Custody Account - a collection of entries in the depository registers united by a common feature, designed to take account of and to record the ownership of securities.

- Client's Account (Client's internal records account) - a set of data on the Client's funds, securities, futures contracts and options in the Broker's internal accounting.

- Client's Trading Sub-Account - a set of data on funds on accounts of the Settlement Organization of the Trading Authority and securities on the custody accounts in the Settlement Depository of the Trading Authority, as well as the Client's futures contracts and options in the Broker's internal accounting.

- Client's Assets – Client's funds and securities accounted for by the Broker on the Client's Account.

- Trading Operations - securities and futures instruments purchase and sale transactions concluded by the Broker in the interests, at the expense and on behalf of the Clients.

- Non-Trading Operations - Broker's actions, different from Trading Operations, taken in the interests and on behalf of the Clients within the framework hereof (crediting, withdrawal, redistribution of funds/securities to/from the Client's Account).

- Request (Trading Order) - the Client's order to the Broker for execution of a transaction (transactions) with securities or futures instruments, or for conversion transaction (transactions) in the foreign exchange market, expressed in the form agreed by the Parties.

- Instruction (Non-Trading Order) - the Client's order to the Broker to perform non-trading operations expressed in the agreed form.

- Settlement of the Transaction - the procedure for fulfillment of the obligations of the Parties under the concluded transaction, which includes acceptance/delivery of funds and/or securities for fulfillment of the obligations arising from the concluded transaction, as well as payment of the Broker's fee, expenses according to third parties' tariffs, which are required to be involved for conclusion and settlement of the transaction;

- Client's Position - the aggregate of the Client's funds and securities, at the expense of which the settlement of transactions or opening and/or holding of previously opened positions on futures instruments may be made at the moment (Current Position). The Client's Position will be determined and maintained in the context of the Trading Platform, types of securities (Client's Securities Position), and cash (Client's Cash Position).

- The Planned securities position - the total value of a particular type of property that is part of the client's Portfolio. Planned position is determined by the Broker in accordance with paragraph 3 of the Annex to the Directive 5636-U when performing transactions with securities using funds (including foreign currency) and (or) securities of the Client which are in Broker's possession in accordance with the Contract or should be received, in case of their insufficiency for fulfillment of the obligations from such transactions on Broker's behalf and at the expense of the Client.

- Uncovered Position - the negative value of the Planned Position for the property included in the Client Portfolio measured in absolute terms.

- Closing of Uncovered Position - the Client's actions aimed at reducing the Minimum Margin Amount and (or) increasing the Client Portfolio Value, including: depositing funds

and/or Securities by the Client in order to return funds and/or Securities to the Broker spent by the Client for execution of orders during uncovered Sale or uncovered Purchase, payment of interest for using the Broker's assets, as well as submission of an order by the Client for a transaction aimed at repayment of the Client's obligations under the previously completed uncovered Transaction;

- Position Transfer - transactions made for the purpose of terminating obligations under transactions with the nearest due date and creating new obligations with the same subject but later due date.

- Liquid Securities - a list of Securities, the value of which (subject to the coefficients established by the Moscow Exchange) is taken into account when calculating the Initial and Minimum Margins.

- Moscow Exchange - Moscow Exchange Public Joint-Stock Company (PJS Moscow Exchange)

- List of Liquid Securities and foreign currencies (List of liquid assets) - the register approved by the Broker, including the list of Securities and foreign currencies under which an Uncovered Position may arise in accordance with the requirements of Directive 5636-U, and (or) on which positive value of the planned position is not accepted by the Broker equal to zero.

- Forced Closing of Uncovered Position - the Broker's actions aimed at reducing the Initial Margin Amount and/or the Minimum Margin Amount, including the sale of any Securities of the Client, the acquisition of Securities using the funds that are required for closing the Client's position and for returning funds and/or Securities to the Broker spent by the Client for execution of orders and payment of the Broker's fee for using the Broker's assets.

- Minimum Margin Amount - an index determined with respect to the Client Portfolio in accordance with the requirements of Directive 5636-U, upon which, when reached by the Client Portfolio, the Broker performs actions to reduce the specified Minimum Margin Amount and (or) to increase the Client Portfolio value. The index is calculated based on the risk rates published by NCC Bank (JSC) of the Moscow Exchange Group and adjusted by the Broker in accordance with Appendix to Directive 5636-U.

- Initial Margin Amount - an index determined with respect to the Client Portfolio in accordance with the requirements of Directive 5636-U, upon which, when reached by the Client Portfolio, the Client's Uncovered Transactions are limited by the Broker. The index is calculated based on the risk rates published by NCC Bank (JSC) of the Moscow Exchange Group and adjusted by the Broker in accordance with Appendix to Directive 5636-U.

- Special Repurchase transaction - a Repurchase transaction concluded by the Broker in the interests and at the expense of the Client and aimed at postponing of the term of the fulfillment of obligations under the Uncovered Position.

- Special Repurchase transaction Rate - the interest rate as of the date of the Special Repurchase Transaction determined in accordance with the Client's tariff plan.

- Obligations of the Client - the value of an obligation on the Client's Position on any Trading Platform or in the over-the-counter market under any security or funds related to payment for purchased securities and/or to delivery of sold securities and payment of expenses by the Client's own funds (assets), as well as other expenses directly arising from transactions concluded by the Broker by the Client's order.

- Transaction - any separate transaction of alienation or acquisition of the rights to Securities concluded pursuant to an order within the framework of and based on the Agreement, as well as other transaction made by the Broker within the framework of and based on the Agreement.

- Uncovered Transaction - a Transaction concluded by the Broker by the Client's order under the Agreement, conclusion and/or execution of which results in the occurrence or increase in the absolute value of Uncovered Position.

- Repurchase Transaction - a transaction involving the purchase/sale of securities (first part) with the mandatory repurchase (second part) of the same securities in the same amount within the period specified in the agreement at the price established by the agreement.

- TRANSAQ Brokerage Service System - software and hardware complex intended for submission of orders (requests) by the Client in real time.

- Foreign Exchange Market - on-exchange trading in the foreign exchange market sector of the Moscow Exchange within the framework of the Single Trading Session (STS) during which the Broker enters into transactions involving purchase and sale of foreign currency in accordance with the Trading Rules, in order to provide services to the Clients connected with the conclusion and execution of agreements, obligations under which are to be fulfilled following the results of clearing carried out in accordance with the Federal Law "On Clearing and Clearing Activities", including the repayment of monetary amounts to the Clients.

- Currency Swap - a conversion transaction concluded in the Foreign Exchange Market within the framework of the STS, in the course of which a transaction involving the purchase of any foreign currency and a transaction involving the sale of another foreign currency is simultaneously concluded with coinciding lot currency and coinciding conjugate currency, and vice versa, a transaction involving the sale of any foreign currency and a transaction involving the purchase of another foreign currency is concluded with coinciding lot currency and coinciding conjugate currency. In this case the amount in the lot currency of both transactions is the same. If a transaction with an earlier settlement date is aimed at "purchase" - the Currency Swap is aimed at "purchase/sale". If a transaction with an earlier settlement date is aimed at "sale" - a Currency Swap transaction is aimed at "sale/purchase".

- Special Swap Transaction - a Currency swap concluded by a Broker on the Foreign Exchange Market at the expense and in the interests of the Client, aimed at postponing the deadline for fulfilling obligations on an Uncovered position on the Foreign Exchange Market for 1 (one) trading day.

- Conversion Transaction - a transaction involving the purchase/sale of Foreign Currency in the Foreign Exchange Market.

- Conjugate Currency - currency of payment of an instrument in a conversion transaction.

- Business Day - a day, including, if such a day is a weekend or non-business day, on which the exchange or other trading authority provides an opportunity to conclude transactions. On days that are non-working for the Moscow exchange, but working for any other trading Organizer, the Broker has the right to provide certain services at its discretion.

- Parties - the Client and the Broker operating within the framework of the Brokerage Services Agreement (agency agreement).

- User Account - an information resource placed on the Broker's website in the Internet at <https://clients.grandiscapital.ru> designed to organize the Client's access to the electronic document management system, within the framework of contracts and agreements concluded with the Broker. The Client will obtain access to the personal page of the resource using the login and password received from the Broker. A User Account is a collection of data on the Client and/or the Client's representative being individuals, including (but not limited to) personal data of the Client and/or the Client's representative; data on the Client and/or the Client's representative number; data on the account opened in the Broker's internal accounting system in compliance herewith, including information on operations made in connection with the movement of the Client's funds and/or securities, futures contracts and options of the Client, and balances of funds and/or securities, open positions on futures contracts and options of the Client at the place of registration thereof within the Client's account; information on the property and property rights of the Client, including funds and securities accounted for on the Client's account; data of the brokerage services agreement between the Client and the Broker (including its names, numbers and dates of conclusion); data contained in the Broker's accounting documents to the Client; other data, including those obtained/available to the Broker based on the provisions hereof and the brokerage services agreement (agency agreement) between the Client and the Broker.

The essential conditions for electronic document flow between the Client and the Broker in the User Account will be governed by the provisions of the Agreement for using the corporate

electronic document management system of «GCIC», Ltd. in the current edition (hereinafter referred to as the "EDM Agreement").

**Standard** - is the Basic Standard for the Protection of the Rights and Interests of Individuals and Legal Entities - recipients of financial services provided by members of self-regulatory organizations in the financial market, uniting brokers (approved by the Bank of Russia, Protocol No. KFNP-39 dated 20.12.2018).

Other terms that are not specifically defined by present Regulations will be used as defined by the regulatory legal acts governing the circulation of securities and futures instruments, other regulatory legal acts of the Russian Federation, regulatory acts of the organizers of trades, clearing organizations, standards of the self-regulatory organization of which the Broker is a member, as well as usual business practice.

### **3. Client Registration and Account.**

3.1. The Broker, after the Client provides the required documents, open the Client's Account within the internal accounting system, containing the aggregate of data on the Client's Assets.

3.2. To open an account, the individuals will provide the following documents:

3.2.1. Individual Application Form according to the form of Appendix No. 3a and Appendix to the Individual Application Form. An individual will sign in the Application Form in the presence of an authorized representative of the Broker or notarize the authenticity of his/her signature;

3.2.2. Russian passport or other document recognized as an identity document of an individual. The identity document will be presented to the authorized employee of the Broker;

3.2.3. A document confirming the right of a person to stay in the territory of the Russian Federation (for persons who are not citizens of the Russian Federation);

3.2.4. Certificate of registration with the tax authorities (if available, original or duly certified copy);

3.2.5. The Broker reserves the right to request additional documents and information in accordance with the requirements of the applicable legislation of the Russian Federation and the Broker's internal documents.

3.3. To open an account, resident legal entities will provide the following documents:

3.3.1. Legal Entity Application Form as per form of Appendix No. 3b;

3.3.2. Application Form for each representative, beneficiary, beneficiary owner, legal entity prepared according to the form of Appendix No. 3d "Application Form of an individual - beneficiary owner/beneficiary/representative of the client" or Appendix No. 3e "Application Form of a legal entity - beneficiary/representative of the client" hereto.

3.3.3. Articles of Association as amended and supplemented;

3.3.4. Certificate of registration and Certificate of an entry made in the Unified State Register of Legal Entities concerning a legal entity registered before July 1, 2002 (for legal entities registered before 01.02.2002);

3.3.5. Certificate of state registration of a legal entity (for legal entities registered after 01.02.2002);

3.3.6. Certificate of registration with the tax authority;

3.3.7. Card with samples of a seal of a legal entity and signatures of officials of a legal entity authorized to act on its behalf without a power of attorney (not provided, if the signatures of persons indicated in the Legal Entity Application Form, as well as a sample of a seal of a legal entity are given in the Application Form in the presence of the authorized person of the Broker);

3.3.8. A document confirming the powers of the executive authority that enters into an agreement on behalf of the legal entity;



3.3.9. Documents (or extracts therefrom), confirming the appointment of officials authorized to act on its behalf without a power of attorney;

3.3.10. An identity document of the person entitled to act on behalf of the Client without a power of attorney. An identity document will be presented to an authorized employee of the Broker or a duly certified copy thereof will be provided;

3.3.11. Licenses of a professional participant of the securities market (if any);

3.3.12. Extract from the Unified State Register of Legal Entities (effective no more than 30 days after the date of issue).

3.3.13. An information letter or a notice issued by the Federal State Statistics Service concerning the assignment of codes as per all-Russian classifiers (a duly certified copy of printed form from official web-site of territorial authority of Federal State Statistics Service);

3.3.14. Accounting statements (marked by the tax authority as accepted) for the last reporting period;

3.3.15. Information on business reputation;

3.3.16. Full structure of ownership of legal entity with information of share of ownership, certified by legal entity.

3.4. Documents listed in the pp. 3.2, 3.3 of these Regulations are provided in the form of originals or duly certified copies. Documents with expired validity, as well as documents with signs of fictitious will not be accepted by Broker.

3.5. The Broker reserves the right to request additional documents and information in accordance with the requirements of the current legislation of the Russian Federation and internal documents of the Broker.

3.6. To open an account, non-resident legal entities and foreign entities with no corporate status will provide

3.6. To open an account, non-resident legal entities and foreign entities with no corporate status will provide:

3.6.1. Legal entities: Legal Entity Application Form according to the form of Appendix No. 3b,

Foreign entities with no corporate status: Application Form of a foreign entity with no corporate status according to the form of Appendix No. 3f;

3.6.2. Application Form for each representative, beneficiary, beneficiary owner, legal entity or a foreign entity with no corporate status prepared according to the form of Appendix No. 3d "Application Form of an individual - beneficiary owner/beneficiary/representative of the client" or Appendix No. 3e "Application Form of a legal entity - beneficiary/representative of the client" hereto;

3.6.3. Copies of constituent documents;

3.6.4. Extracts from the trade or banking register (for banks) of the country of origin of a foreign legal entity.

3.6.5. Document on the "good standing" of a foreign legal entity (Certificate of good standing) with the date of issue not later than 6 months from the date of submission of documents;

3.6.6. The certificate of registration in tax authority (tax authority /Tax Residence/Exemption Certificate);

3.6.7. Document confirming the location of a foreign legal entity (certificate of address /Certificate of Registered Office);

3.6.8. Documents confirming powers of the sole Executive body (head) of the legal entity (Certificate of Directors/Certificate of Directors);

3.6.9. Document on shareholders of a foreign legal entity (certificate of shareholders / Certificate of Shareholders);

3.6.10. A document confirming the right of a representative of a non-resident legal entity or a foreign structure without forming a legal entity to carry out legal actions on its behalf and in accordance with its request;

3.6.11. Identity document of the person entitled to act on behalf of the Client without a power of attorney;

3.6.12. Card (other document) with samples of signatures of the authorized persons and a seal of a legal entity (if there is a seal) or duly certified copy (not provided if the signatures of officials and the seal are affixed in the Legal Entity Application Form in the presence of the authorized person of the Broker);

3.6.13. Accounting statements certified by the organization;

3.6.14. Information on business reputation;

3.6.15. Full structure of ownership of legal entity with information of share of ownership, certified by legal entity.

The Broker reserves the right to request additional documents and information in accordance with the requirements of the current legislation of the Russian Federation and internal documents of the Broker.

Documents are provided in the form of originals or duly certified copies.

All documents provided by a non-resident legal entity or a foreign structure without the formation of a legal entity, the country of origin of which is different from the Russian Federation, must be apostilled or legalized in another manner established by the legislation of the Russian Federation, except for countries with which agreements on acceptance of documents without legalization are provided.

Documents executed in a foreign language must be provided in the form of a notarized translation. Expired documents will not be accepted by the Broker. The broker has the right to refuse to accept documents if the Broker has doubts about their validity.

3.7. The broker has the right, at its sole discretion, to refuse the requirement to submit any of the specified in the pp. 3.2, 3.3, 3.4 these Regulations of documents and/or to change requirements to their registration/certification.

3.8. Date of Client's Account opening shall be the effective date of the relevant Brokerage Services Agreement.

3.9. The Broker will update the information contained in the Client's Application Form in the manner and within the time limits provided for by the Broker's internal documents. The information contained in the Client's Application Form may be updated (in the absence of changes in the personal data) by oral questioning.

3.10. In case of changes in the information contained in the Client's Application Form, information on persons authorized to manage the Client's account, as well as other information of significant importance for the Broker to fulfill its obligations under this Agreement, the Client will immediately notify the Broker of such changes and provide the respective documents.

The Client is fully responsible for the completeness, correctness and reliability of the information specified in the Client's application Form and other documents provided by The client to the Broker, as well as for the timely submission of changes made to the information and documents about the Client.

3.11. Joint (omnibus) account or individual Client Account will be opened for the Client.

3.12. Individual Client Account will be opened for the Client for separate accounting of:

- the assets, which are at the disposal of the Broker, and which belong to the Client or held by the Client on other grounds, including being under management (trust management),
- liabilities from transactions to be made by using the assets, specified in paragraph two of this Clause;
- the Broker's obligations to the Client, including the Broker's obligations to repay the assets, specified in paragraph two of this Clause;

- the Client's obligations to the Broker, including the Client's obligations to pay fees, reimburse for expenses, pay fines, penalties, repay the assets to the professional participant by the Client.

3.13. Omnibus Client's account shall be opened by the Broker (the prime broker) for another broker or for the foreign legal entity having the right, in accordance with its personal law, to carry out brokerage activity (hereinafter jointly referred to as the subsequent brokers), for accounting of:

- the assets, which are at the disposal of the Broker (the prime broker), and which belong to the clients of the subsequent broker and which are under management (trust management) thereof or held thereby on other grounds;
- liabilities from transactions to be made by using the assets, specified in paragraph two of this Clause;
- the Broker's (the prime broker's) obligations to the subsequent broker, including the prime broker's obligations to repay the assets, specified in paragraph two of this Clause;
- the subsequent broker's obligations to the Broker (the prime broker), if such obligations to be fulfilled at the expense of the assets, specified in paragraph two of this Clause.

3.14. Other accounting data, which complies with the applicable legislation and these Regulations, can be additionally reflected in Client's accounts.

3.15. At the Broker's discretion, the Client's Account may consist of one or more sections (Portfolios), where the Client's assets and / or liabilities are grouped by some attribute and accounted for separately.

3.16. The Broker will arrange for registration of the Client on the Trading Platforms in accordance with the Application for Client registration (Appendix No. 1) within three business day following the date of receipt of such Application.

3.17. To perform transactions with certain types of securities and other financial instruments, the requirements of the Russian legislation provide for the procedure for recognizing the Client as a qualified investor. The procedure will be carried out in accordance with the respective local acts of the Broker. The Client which is not a qualified investor will not be entitled to purchase securities and instruments intended for qualified investors. The information on the procedure for recognizing a person as a qualified investor is available on Broker's website or provided by the Broker at the Client's request.

3.18. The Client may carry out Uncovered transactions only if the Client is classified as a client with a special level of risk in accordance with the Agreement and these Regulations. Such Clients planning to carry out Uncovered Transactions may express their intention by choosing the appropriate option when completing the Application for Client registration (Appendix No. 1).

The client category is determined by the Broker in accordance with the requirements of Directive 4928-U.

Clients-legal entities with whom the Broker has concluded a corresponding additional agreement to the Contract can be determined as Client with a special level of risk. Clients-individuals can not be classified as clients with a special level of risk.

The following restrictions and requirements may be not applied to the Clients with a special level of risk:

- a prohibition on occurrence of Uncovered Positions when making transactions in the over-the-counter market;
- a prohibition on execution of Requests for Uncovered Transactions by purchasing only Securities accepted for trading in the Stock Market of the Moscow Exchange;
- a prohibition on execution of the Client's Requests that entail the occurrence or increase of an Uncovered Securities or foreign currencies Position in absolute terms, not included in the List of Liquid Securities and foreign currencies.

- a prohibition on the Broker's actions with respect to the Client Portfolio as a result of which the value of the said Client Portfolio becomes less than the corresponding Initial Margin Amount, or as a result of which the positive difference between the Initial Margin Amount and the Client Portfolio value increases;

- the Broker's obligation to close the Client's positions if the Client Portfolio value became less than the corresponding Minimum Margin Amount.

3.19. The Client classified as a Client with an increased or special level of risk will be entitled to send a written application to the Broker demanding to be excluded from the category of clients with an increased or special level of risk. After the client is excluded from the category of clients with a special level of risk, the Client is not entitled to make Unsecured transactions.

#### **4. Authorized Representatives of the Client and the Broker.**

4.1. The Client may authorize its Authorized Representatives to sign Orders on behalf of the Client, as well as to receive reports, information on operations performed by the Client, and other documents related to fulfillment of the terms and conditions hereof by the Parties.

4.2. To register a person as its Authorized Representative, the Broker need be provided with:

4.2.1. Document confirming the powers of the representative. A power of attorney for an Authorized representative issued in accordance with the legislation of the Russian Federation may be considered as such a document. The approximate form of power of attorney is given in Appendix No. 12 to these Regulations.

4.2.2. Authorized Representative Application Form (Appendix No. 3d).

4.2.3. Russian passport or other document recognized as an identity document of an individual. The identity document will be presented to the authorized employee of the Broker.

4.2.4. A document confirming the right of a person to stay in the territory of the Russian Federation (for persons who are not citizens of the Russian Federation).

Documents are provided in the form of originals or duly certified copies. Documents with expired validity, as well as documents with signs of fictitious will not be accepted by Broker. The broker has the right to request other documents to the Authorized representatives of the Client.

4.3. The persons authorized to perform on behalf of the Broker the actions provided for in these Regulations are the employees of the Broker, whose duties include the Commission of such actions..

#### **5. Client's Funds.**

5.1. The Broker will make all settlements with the Client through a special brokerage account.

5.2. In order to take account of the Client's funds and liabilities, the Broker will open a Funds Account in the internal accounting system (Client's account).

5.3. The Broker will take account of the Client's funds in terms of funds storage places (sub-accounts in the framework of the Client's Account):

- funds on special brokerage accounts in banks;

- funds transferred to another professional participant in pursuance of the agreement concluded with it - for payments under transactions concluded under a brokerage services agreement with another professional participant.

5.4. The Broker will not provide for cash settlements with the Client.

5.5. The Broker is entitled to use in its own interests the Client's funds if so agreed in the Agreement with the Client. At the same time, the Broker guarantees the Client to execute its Orders (Requests) at the expense of the stated funds or to reimburse them upon the request of the

client within the period stipulated in legislative or other statutory documents regulating brokerage activity, stipulated in the Agreement and this Regulations.

5.6 The funds of the Clients who have given the right of their usage to the Broker in its interests are located at the special Broker's account (accounts), separate from the special Broker's account (accounts) where the funds of the Clients that have not given the Broker such rights, are located. Whereas, if, as set by the Agreement, the funds of the latter are credited to the clearing account of the clearing organization on the special Broker's account of another broker or on the account of the broker-credit organization under the Brokerage Services Agreement, the Broker requires the mentioned persons to keep a record of those funds that is separate from those funds of the clients who have given the Broker the right of their usage in the interests of the Broker, on the relevant accounts or registers (if applicable) that have opened by the mentioned persons for the Broker.

5.7 Allocation of funds of the Clients who have not given the right of their usage for the Broker, on accounts and registers shall not be deemed as usage of funds in the interests of the broker, if the funds of each client allocated in such way with funds of other clients, is enough to fulfill obligations under transactions executed at the expense of such client, taking into account the funds which should have been transferred to the client or paid by the client under previously executed but not yet fulfilled transactions.

5.8 Procedure for the Client to transfer funds intended for execution of transactions with securities and (or) entering into contracts that are derivative financial instruments:

5.8.1. The Client may transfer funds by bank transfer (non-cash method) from another account of the Client;

5.8.2. The monetary funds will be credited to the Client's account in accordance with Clause 5.8.1 no later than the day of actual receipt of funds to the Special (brokerage) Account.

5.8.3. In case of crediting funds received from the Client to the Broker's bank account, which is not a Special brokerage Account (hereinafter referred to as the Broker's own bank account), the Broker ensures that the specified funds of the Client are credited (transferred) to the Special brokerage Account no later than the working day following the day of their crediting to the Broker's own bank account.

5.8.4. The funds may be transferred by third parties by agreement with the Broker in accordance with the provisions of the applicable legislation of the Russian Federation. The funds transferred by third parties in favor of the Client will be credited to the Client's account no later than the day following the day when the Client provides an Order for crediting funds (Appendix No. 8) and documents serving as the basis for payment.

The requirements of this Clause will not apply to cases of transfer of funds from the Broker's accounts in pursuance of civil law contracts concluded between the Broker and the Client.

5.8.5. The Broker will be entitled to refund the money transferred by third parties for the benefit of the Client without explaining the reason for refund.

5.8.6. The Client will reimburse the Broker's expenses associated with the crediting of funds, including the Broker's bank fees.

5.9. The Client hereby instructs the Broker to transfer to the Client's Account all income on securities and other payments belonging to the Client and received on a Special brokerage account from the Broker's Depository.

5.10. In case of an erroneous transfer of funds, the Client instructs the Broker, without additional instructions from the Client, to write off the amount of mistakenly credited funds within the time limit at the Broker's discretion.

5.11. Procedure for redistribution of funds.

5.11.1. To redistribute funds between sub-accounts, the Client will submit to the Broker an Instruction according to the form of Appendix No. 7 hereto. An Instruction may be submitted orally with subsequent written confirmation or with confirmation in accordance with Clause 10.2 of the Regulations. In order to redistribute funds between sub-accounts, the Client may complete

an order for the transfer of funds between the client's sub-accounts through the User Account by using the client's electronic signature in the form of an order used in the User Account.

5.11.2. The Broker will arrange for redistribution of funds on the current day, provided that such an Instruction was received by the Broker until 13:00 (Moscow time). In other cases, the Broker will execute the Client's Instruction no later than the day following the day when the Instruction is submitted. If required, the Broker may, at the Client's request, carry out an urgent redistribution of funds upon receipt of the Instruction after 13:00, in which case the Client will reimburse the Broker for additional expenses related to execution of the Instruction, including the Broker's bank fee.

5.11.3. The Client hereby gives the Broker an order to

- to reallocate (transfer) funds between sub-accounts in order to ensure the fulfillment of the Client's obligations on the relevant Trading Platform or over-the-counter market;
- to reallocate (transfer) funds not intended for the performance of obligations and/or ensuring the performance of the Client's obligations on the relevant Trading Platform or over-the-counter market, between the Client's sub-accounts.;

In any case, no Client's objection to the Report (Section 18 hereof) containing information on the cash balance of the Broker's accounts will mean confirmation of the Client's Instruction for redistribution of funds.

5.12. Procedure for repayment of funds.

5.12.1. The funds will be repaid based on the Client's Instruction in accordance with Appendix No. 7 hereto. The Client may complete an order for withdrawal of funds through the User Account by using the client's electronic signature in the form of an order used in the User Account.

5.12.2. The funds will be repaid from a Special brokerage account with the Broker's bank;

5.12.3. The Instructions for repayment of funds will be accepted by the Broker:

- up to 17:00 (Moscow time) of any business day - subject to a free cash balance of the Client on the Broker's bank accounts;
- up to 14:30 (Moscow time) of any business day - if the Client's funds are transferred to another professional participant in pursuance of the agreement concluded with it.

The Broker has a right to accept for execution the Instructions received after the fixed time on the current or next business day, at the Broker's discretion.

5.12.4. The Client will be entitled to indicate in the Order for withdrawal of funds the Order due date, which, without the Broker's consent, may not be earlier than the day of the Order receipt established in accordance with Clause 5.12.3 hereof.

5.12.5. The Broker will execute the Instructions for withdrawal of funds not later than the business day following the day when the Instruction was accepted by the Broker or in a shorter period of time than those specified in the Client's Order.

5.12.6. Client's order for withdrawal of funds will be deemed as executed by the Broker from the moment when the credit institution accepts the Broker's payment order for execution.

5.12.7. The Broker will withdraw funds to the account, details of which are specified in the Order. If the Client's Questionnaire does not contain the account details to which the Client plans to withdraw funds, the Broker has the right not to execute the Withdrawal Order until the necessary changes are made to the Client's Questionnaire.

5.12.8. The Broker will be entitled to refuse to transfer monetary funds to a third party's account if the Client failed to provide the Broker with the documents that are the basis of this payment, and in case if such documents are provided without explaining the reason for refusal.

5.12.9. If the amount specified by the Client in the Instruction for withdrawal/redistribution of funds exceeds the amount of free cash balance on the Client's account (sub-account), the Broker will be entitled to refuse to execute such an order until further instructions are received from the Client or to execute the Order based on the amount of the free cash balance of the Client.

A free cash balance will mean the amount of funds on the Client's accounts less funds:

- to be transferred to the counterparties under transactions concluded by the Broker in the name and by Order of the Client,
- reserved as collateral for obligations arising from conclusion of futures transactions by the Client,
- intended for fulfillment of the Client's tax and other obligations (including funds in the amount of the Broker's expenses under the Client's transactions and operations and the Client's debts to the Broker related to payment of brokerage fees).

## **6. Client's Securities.**

6.1. Before sending any Requests for the sale of securities to the Broker, the Client will ensure that these securities are reserved on its custody account in the Broker's Depository in the amount required to settle the transaction (except for cases of Uncovered Transactions in accordance with Section 11.8 hereof).

6.2. The fact of the securities reservation for trading will be promptly confirmed to the Client by the phone numbers used for filing the Requests.

6.3. Securities held in the client's custody account, under which the Broker has special authority to receive reports/statements on the Deposit account, are reflected in the client's assets on The client's account in the Broker's internal accounting.

6.4. The securities will write off /credited to the Client's account based on a report of the Broker's Depository.

6.5. While transferring securities, the time limits and the procedure for the Broker's actions will be regulated by the rules of depositories and registrars participating in the settlements.

6.6. All the inventory, information and other operations on custody accounts opened in the name of the Client with the Broker's Depository will be carried out in accordance with the provisions of the depository agreement concluded between the Client and the Broker's Depository and the Conditions of Depository Activities of «GCIC», Ltd.

6.7. In order to take account of the rights to securities traded within the Brokerage Agreement, the Client will be entitled to open a custody account with another depository and in accordance with the conditions of depository activities of the respective depository, appointing the Broker as the custody account/subaccount Operator or trustee for the period of the Agreement, and providing the Broker with a copy of the depository agreement concluded between the Client and the third-party depository certified by the Client. The operations on the Client's custody accounts/subaccounts with third-party depositories will be carried out by the Broker as the Operator/Trustee in accordance with the rules of these depositories. The Broker will not be liable in case of refusal or delay in execution of the depository orders, if the Client specified incorrect information (details) for execution of this depository order, as well as if the delay in execution is caused by the actions of a third-party depository-counterparty.

6.8. In the event that the Client does not open a custody account with the Broker's Depository and does not appoint the Broker as the Operator/Trustee of a custody account /subaccount with a third-party depository, the Client will, when entering into the Agreement, provide information on details of a custody account/subaccount opened with other depositories, as well as information (on the Broker's demand) required for proper performance of the terms and conditions of the Agreement. In this case, before the Client submits an order for a securities sale transaction on the OTC market, the Client is obliged to provide the Broker with a copy of

the report/statement of account/section of the depot account confirming the availability of the required number of securities for settlement of the transaction. The client undertakes to notify the Broker about the account/section of the securities account, held as a result of the settlement of transactions entered into by the Broker on Behalf of a Client, by providing to the Broker copies of reports/account statements/section of the securities account of the Client opened at a third party Depository that contains information about their respective operations. For crediting/debiting securities to / from the Client's Account on The client's initiative (not as a result of settlement of transactions), the latter shall submit the relevant order in the form of Appendix 7a to these Regulations, not later than one working day after execution of the Client's order to the Depository with the attachment of supporting documents. The order can be sent by the Client in any format agreed with the Broker. In case of untimely notification by the client of the Broker about the specified operations on the accounts/sections of the Deposit accounts, the Broker has the right to suspend the acceptance of Orders for the transaction with financial instruments. The broker has the right to independently, without the client's instruction, carry out operations of debiting/crediting securities on the Client's Account in case of non-compliance of the data specified in the copies of statements provided by the Client with the Broker's internal accounting data, allowing to determine with certainty that the relevant securities should be credited/debited to/from the Client's Account, as well as in the presence of information on the issuers ' corporate actions leading to changes in the balance of securities (consolidation, securities conversion, redemption, etc.).

## **7. Client's Order for a Trading Operation. Policy of Execution of Trading Operations at the expense of Clients**

7.1. The Order (Client's Request) will be the basis for the Broker to perform a trading operation at the Client's expense. The Broker shall execute the Client's Order under condition of simultaneous fulfillment of the following conditions:

- The Order has been submitted in the manner set by the Brokerage Services Agreement and/or this Regulations;
- The Order contains all material conditions set by the Brokerage Services Agreement (and/or this Regulations), as well as contains obligatory bank details and/or executed in the established form, if such details and/or form are stipulated in the Brokerage Services Agreement (and/or this Regulations);
- The term and (or) condition of the Order's fulfillment has been met, if the Order has a term and condition of its fulfillment;
- There are no grounds to deny acceptance and (or) fulfillment of the Order, if such grounds have been established by the legislation of the Russian Federation, including statutory instruments of the Bank of Russia, Basic Standard of Broker's Execution of Financial Market Operations and (or) Brokerage Services Agreement (this Regulations).

7.2. All Requests accepted by the Broker will be executed by him in compliance with the principles of equality of conditions for all Clients and priority of the Clients' interests over the Broker's interests when making transactions in the stock (futures or foreign exchange) market.

7.3. The Broker will take all reasonable measures to execute the Client's Orders (Requests) on the best conditions, both in the organized market (including on foreign exchanges) and in the over-the-counter market, as well as at the closing of Client's positions undertaken by the Broker for the purpose of redemption of the Client's debts under margin transactions, termination of obligations under other transactions executed on behalf of this Client, or mitigation of risks under derivatives in accordance with the conditions of Orders (Requests) and the Brokerage Services Agreement This condition will not apply to:

- orders of issuers of securities related to placement and (or) repurchase of securities;



- orders of clients submitted by them to the trading system independently through the electronic request collection system (TRANSAQ, QUIK and other systems);
- other cases when the Client has delegated the Broker to make an offer to a third party for execution of the trading operation, mentioning the price and (or) other conditions which the Broker in accordance with the conditions of the Brokerage Services Agreement is not entitled to change, or accept a concrete offer from a third party for execution of a transaction, mentioning the price and (or) on the conditions specified within.

7.4 Execution of the Client's Orders (Requests) on the best conditions will imply:

- the best possible transaction price (taking into consideration the transaction's volume);
- the minimum expenses for execution of transaction and settlements thereon;
- the minimum period for execution of the Order;
- possibility to execute the Order in full;
- minimization of risks of non-execution of the transaction, as well as invalidation of the transaction executed.
- determination of a period of time when the transaction shall be executed;
- existence of information that is valuable for the Client.

7.5 The Broker, acting in the interests of the Client, will independently determine the priority of the above conditions, based on all the circumstances that are relevant for performance thereof and the established practice of execution of the Client's Orders (Requests).

7.6 The Broker, when executing the Client's Orders (Requests), will take all reasonable measures to identify the best conditions on which a transaction may be made, with due account for the circumstances and interests of the Client, as well as with due account for the following the priority criteria of information that is in possession of the Broker:

- categories of the Client (qualified investor by the force of the law, investor recognized as qualified and a non-qualified investor)
- terms and conditions of the brokerage Agreement between the Broker and the Client;
- terms and conditions of the Client's Order (Request), including special instructions, if such are included in the Order;
- characteristics of the financial instrument that is the subject matter of the Client's Order (Request);
- trading characteristics of the place of execution of the Client's Order (Request) or contractor with the help of which the Order is fulfilled.

If interests of the Client or other obligations coerce the Broker to digress from the principle of executing trading operations on the best conditions, the Broker, upon the request of the Client, of self-regulation organization, which the Broker is a member of, shall provide clarifications of its actions and confirm the stated circumstances.

7.7 The procedure of execution of Client's Orders (Requests) by the Broker shall be deemed fulfilled:

- when executing the Client's Order (Request) at on-exchange trading based on the requests for purchase and requests for sale of securities and (or) foreign currency and (or) application forms for conclusion of the contract, that comprises a derivative at the best prices indicated therein, while the requests are addressed to all trading participants and information allowing to identify the trading participants who submitted requests is not disclosed during trading to other participants (hereinafter referred to as anonymous trading);

- if from the Order, Brokerage Services Agreement or characteristics of the financial instrument, in relation of which the Order has been issued, followed an obligation of the Broker to fulfill such Order only at the tradings of the specified Trading Authority.

7.8. The Broker performs actions aimed at executing Orders in that sequence in which these Orders were accepted by the Broker. The Orders accepted simultaneously will be executed by the Broker in the order determined by the Broker at its sole discretion.

The Client's Order will be prepared according to the form established in Appendix No. 6a or 6b or in Appendix No. 15 hereto. For Clients that are non-residents of the Russian Federation the form to be made in two languages (Russian and English) and specified in Appendix No. 6b and/or in Appendix No. 15 can be used.

7.9. The Broker will be entitled to refuse to accept or execute the Client's Request for a securities transaction (futures or conversion transaction) in case when the fulfillment of the requirements and obligations arising upon conclusion of the transaction is impossible and/or contrary to the applicable legislation of the Russian Federation, the rules and regulations of the Trading Authority, as well as in cases stipulated hereby. The specified right of the Broker is exercised by notifying the Client of the refusal to accept or execute such Order in any way and in any form available to the Broker, including those provided for in these Rules for submitting Orders.

7.10. The Broker does not accept for execution Requests that do not contain specific instructions from the Client and are actually aimed at the Broker's management of the Client's property.

7.11. The Client may specify in a Request an additional condition for concluding a transaction on a particular Trading Platform or on fixed conditions of settlements under the transaction. In this case, the condition specified by the Client will be binding on the Broker.

7.12. The Broker will accept Requests of the following types depending on the exercise price specified by the Client:

- Market Requests - Requests not indicating the exercise price, or the exercise price is stated as "market" ("exchange", "current", etc.), that are Requests that are executed at the current market price;

- Limited Requests - Requests indicating the particular exercise price. In this case, the exercise price will be indicated in the units used by the respective Trading Authority (in rubles, percentages or otherwise).

7.13. At its sole discretion the Broker may also accept Requests of the above types with other conditions (hereinafter - Requests with additional conditions), including:

- Requests with preliminary execution conditions of "stop-loss" (stop-loss) or "take profit" (take profit) type (hereinafter referred to as "Stop" Requests). "Stop" Requests will be accepted only for transactions in the TS;

- Requests with other additional conditions, including those with a prohibition on partial execution of the Request;

7.14. Requests with any additional conditions (except for the condition provided for in Clause 7.11 hereof) may be submitted by the Client by the methods specified in Clause 7.23 hereof with a confirmation of the Broker's consent to accept such a Request.

7.15. Requests for the sale of securities in the over-the-counter market, if these securities are not previously deposited on the Client's custody account, will be accepted by the methods

specified in Clause 7.23 hereof with a confirmation of the Broker's consent to accept such a Request.

7.16. The validity period of the Client's Request may not exceed 30 (thirty) calendar days.

In the event that the Request validity period specified by the Client exceeds the limit established by this Clause, the Request validity period will be equal to 30 (thirty) calendar days.

7.17. In the event that the validity period is not specified in the Request, the Request validity period will be determined by the Trading Rules of the Trading Authority.

7.18. A Market Request, which may not be immediately presented, will be automatically canceled.

7.19. The Request and the conditions contained therein may be changed /canceled by the Client only if the Request was not executed in full or in part by the time of change/cancellation. The Requests partially executed by the Broker by the time of change/cancellation will be considered changed/canceled only with respect to the unexecuted part of the Request. Changing the terms of a previously submitted Client's Request is carried out by canceling it and submitting a new Request with the changed terms. To change/cancel a Request, the Client may fill in Appendix No. 16 to these Regulations or use other methods provided for in clause 7.23 of these Regulations for submitting Requests.

7.20. The Requests for transactions accepted by the Broker's representative in the form of an original document in hard copy will be sent for execution no later than 15 (fifteen) minutes from the moment of receipt thereof.

7.21. The Broker will be entitled not to accept the Requests for futures transactions prior to reservation of guarantee assets against security of the obligations under operations in the futures market in the amount required to open and hold open positions on the Futures Instruments.

7.22. Special cases of acceptance and execution of the Client's Requests:

7.22.1. If the actual number of certain securities/funds on the respective subaccount is less than the amount indicated in the Client's Order, the Broker will be entitled to execute this Order based on the actual amount of these securities (funds) or refuse to accept such Client's Request.

7.22.2. If, as a result of execution of the Client's Request providing for the purchase/sale of a certain Futures Instrument, the Current Client's Assets in the futures market are less than the Required minimum of funds, the Broker will be entitled to execute this Order by adjusting the Order on quantitative parameters or refuse to accept such Client's Request.

7.22.3. If the Client submits a Request that involves the purchase/sale of certain Futures Instruments that provide for a delivery of the underlying asset, if there are less than 3 (three) days left before the expiration of a futures contract, and this Request is not aimed at closing the position on this futures instrument, and the Client holds no custody account with the respective Settlement Depository, the Broker will be entitled to refuse to accept such a Request.

7.22.4. The Client agrees that the Broker will be entitled to execute any Client's Request partially, the execution of which may lead to the occurrence of an Uncovered Position.

7.22.5. The Broker will be entitled to refuse to accept the Client's Request in cases stipulated by the applicable legislation of the Russian Federation without explaining the reason for refusal.

7.23. The Client's Request may be provided to the Broker:

- in the form of an original document on paper in person or using postal or courier delivery;
- using electronic communication;
- using electronic request collection systems (in accordance with Section 9 hereof);
- orally, including by telephone, in accordance with Section 8 hereof.

7.24. The Client's Requests, in all cases when they were not provided to the Broker in the form of an original document in hard copy, after being executed by the Broker, may be technically duplicated by the Client by providing an original document in hard copy.

7.25. A technical duplicate of any Request will be submitted to the Broker in hard copy no later than 30 calendar days from the date of filing the Request.

7.26. In non-working hours, the acceptance of Requests by the Broker by means other than by electronic request collection system is not guaranteed. Non-working time is a period of 15 (fifteen) minutes before the end of the Trading Session and until 10.00 on the next business day.

7.27. Specifics of execution of Requests of Clients who are not qualified investors to perform civil transactions with securities and (or) to conclude contracts that are derivative financial instruments.

7.27.1. Clients who are not qualified investors are provided with the following information before accepting an Request (Order) from them:

1) with regard to securities admitted to circulation at organized auctions, including foreign exchanges, and contracts that are derivative financial instruments concluded at organized auctions, including foreign exchanges, - the highest purchase price indicated in the purchase orders registered by the Organizer of the auction (foreign exchange) during the current trading day as of the time of providing the information, and the lowest sale price indicated in the sale orders registered by the Organizer of the auction (foreign exchange) during the current trading day as of the time of providing the information, or, in the absence of sales orders and (or) purchase orders registered by the organizer of the auction (foreign exchange) - an indication of the absence of relevant orders.

Instead of the information specified in the first paragraph of this sub-clause, the Broker, acting reasonably and in good faith, has the right to provide the information provided in sub-clauses 2) or 3) of this clause, and at the request of the Client, it is additionally provided with the information specified in the first paragraph of this sub-clause;

2) with regard to securities that are not allowed to be traded at organized auctions - the highest purchase price and the lowest sale price of the security (including in the form of indicative quotations) available to the Broker, which are relevant at the date of providing this information, or in the absence of a purchase price and (or) a sale price - an indication of the absence of the corresponding price (s));

3) with regard to contracts that are derivative financial instruments, the conclusion of which is not carried out at an organized auction, - the price of the derivative financial instrument available to the Broker (including in the form of an indicative quote), which is relevant on the date of providing this information, or in the absence of such a price - an indication of the absence of such a price;

4) if the type of transaction (purchase or sale) is known before providing the information specified in sub-paragraphs 1 and 2 of this Clause, the Broker is entitled to provide information only about the prices corresponding to this type of transaction (if the Client intends to buy a financial instrument - information about its sale price, if the Client intends to sell a financial instrument - information about its purchase price);

5) if the volume of the transaction (the amount of funds or the number of financial instruments) is known before providing the information specified in sub - clauses 1 to 4 of this Clause, the Broker has the right to provide information on the prices specified in sub-clauses 1 to 4 of this Clause, corresponding to the transaction volume known to it;

6) if the Client intends to enter into a repo agreement, instead of the information specified in sub-clauses 1 and 2 of this Clause, the Client may be provided with information on the highest demand price and the lowest offer price of repo rates, expressed as a percentage or percentage per annum, or on the prices of the first and second parts of the repo, or on the price difference between the first and second parts of the repo, taking into account the provisions of sub-clauses 4 and 5 of this Clause.

If there are several sources of information specified in this Clause (including in cases where transactions can be made at organized auctions with different Auction Organizers, on different foreign exchanges, in different trading modes, with different counterparties not at organized auctions), the Broker chooses the source for providing the relevant information to the Client independently.

Information about the source of the relevant information is additionally provided to the Client upon request.

The information provided for in this clause is provided to the Client in one of the following ways:

- in oral form (including taking into account the specifics of clause 8.5 of the Regulations);
- in writing, including by sending an electronic message;
- through the possibility of using software and hardware tools that allow the Client to access information (access to the information provided for in this paragraph of the Regulations is considered granted if the Client and the Broker have entered into an Agreement on the procedure for providing and using the online trading system, and the Client has the opportunity to access the electronic order collection system provided for in Clause 9 of these Regulations, regardless of whether the Client has used this opportunity or not);

- in any other way provided for in the supplementary agreement with the Client

The fact of providing the information as requested by this clause and / or its content may be stated in the text of the Request (Order) submitted by the Client.

The information specified in this clause and / or access to the specified information is not provided to the Client in the following cases, when the provision of the specified information or access to the specified information prior to the acceptance of the Client's Request (Order) is impossible due to circumstances for which the Broker is not responsible:

a) when accepting Requests (orders) containing an indication of the price (except for instructions to execute them at the market price), on paper or in the form of an electronic document sent by e-mail, if the submission of the relevant Request (Order) was not preceded by communication (correspondence) of the Client with an employee and (or) a representative of the Broker, during which the Client clearly expressed his intention to submit the relevant Request (Order);

b) in the event of a malfunction of the equipment, a failure in the operation of software and hardware, problems with communication channels, power supply, or other technical reasons, as a result of which the Broker temporarily lost access to the sources of relevant information;

c) if the Client refuses to receive information in compliance with the conditions established by the Basic Standard for performing Transactions in the Financial Market by the Broker, the Client has the right to withdraw the refusal at any time;

d) in other cases when the provision of the specified information or access to the specified information is impossible due to circumstances for which the Broker is not responsible.

Within an hour from the moment the Broker identifies a technical problem specified in subparagraph b) of this paragraph, as a result of which the information specified in this paragraph and (or) access to this information was not provided to Clients, the Broker publishes information about the presence of a technical problem on the Broker's Website and/or sends it to the Client (Clients) in any other way available to the Broker.

7.27.2. Information on the expenses (on the procedure for determining the amount of expenses) reimbursed by the Client in connection with the execution of his Requests (Orders), and on the amount of the Broker's remuneration is disclosed in accordance with the procedure established by Clause 17 of these Regulations.

7.28. Features of execution of Requests (Orders) of the Client - an individual who is not a qualified investor. Testing of individuals who are not qualified investors

7.28.1. The order of an individual Client who is not a qualified investor is executed by the Broker only if there is a positive result of testing of an individual Client conducted in accordance with Article 51.2-1 of Federal Law No. 39-FZ of 22.04.1996 "On the Securities Market"

(hereinafter referred to as Testing), provided that such an Order submitted in relation to transactions (contracts) that require Testing in accordance with current legislation.

7.28.2. In accordance with clause 3.18 of the Regulations, the Broker does not perform Unsecured Transactions in the interests of Individual Clients and does not conduct Testing in relation to Unsecured Transactions.

7.8.1. The Broker conducts Testing in relation to the following types of transactions (contracts):

1) Contracts that are derivative financial instruments and are not intended for qualified investors;

2) REPO transactions, that require testing;

3) Transactions for the purchase of structural bonds not intended for qualified investors;

4) Transactions for the acquisition of investment units of closed-end mutual funds that are not intended for qualified investors requiring testing;

5) Transactions on the purchase of bonds of Russian issuers to which (the issuer of which, the person providing security for which) has not been assigned a credit rating or whose credit rating (the issuer of which, the person providing security for which) is below the level established by the Board of Directors of the Bank of Russia;

6) Transactions for the purchase of bonds of foreign issuers, the fulfillment of obligations under which is secured or carried out at the expense of a legal entity established in accordance with the legislation of the Russian Federation that does not have a credit rating or whose credit rating is below the level established by the Board of Directors of the Bank of Russia;

7) Transactions for the purchase of bonds with structural income (bonds, the amount of income for which depends on the occurrence or non-occurrence of one or more circumstances specified in the second paragraph of subparagraph 23 of paragraph 1 of Article 2 of Federal Law No. 39-FZ of April 22, 1996 "On the Securities Market");

8) Transactions on the acquisition of shares of Russian issuers admitted to circulation at organized markets, but not included in the quotation lists of the exchange, or not admitted to circulation at organized auctions;

9) Transactions for the acquisition of foreign shares requiring testing (not included in the exchange's quotation lists of shares of a foreign issuer or securities of another foreign issuer certifying rights in respect of such shares, provided that these shares are not included in the calculation of at least one of the indices, the list of which is established by the Board of Directors of the Bank of Russia).

7.28.4. The Broker does not test the Client in relation to REPO transactions while meeting all the following conditions:

1) a REPO agreement is concluded with a person performing the functions of a central counterparty;

2) The Broker assumes the obligation to transfer the Client's property if, at the time of acceptance of such obligation, the Client's property to be transferred is at the disposal of the Broker or is subject to receipt by the Broker for other transactions made at the expense of this Client, and the Broker is not obliged to transfer the specified property for other transactions made at the expense of this Client.

At the same time, transactions are taken into account for which the obligations of both parties are subject to execution no later than the expiration of the term of fulfillment of obligations under the REPO agreement provided for by the Order.

7.28.5. The Broker does not test the Client in relation to REPO transactions while meeting all the following conditions:

1) if the REPO received by the Broker under the first part of the REPO agreement is subject to transfer in fulfillment of obligations at the expense of the Client that arose before the

conclusion of the said REPO agreement. At the same time, the amount received under the first part of the REPO agreement may exceed the amount of these obligations by no more than an amount equal to the value of one lot of securities or one security transferred under the first part of the REPO agreement;

2) if the deadline for the fulfillment of obligations under the second part of the REPO agreement comes no later than three working days from the date of fulfillment of obligations under the first part of the REPO agreement;

3) if the price for the second part of the REPO agreement or the procedure for determining such a price is established in the Agreement, the Regulations or in any annex to the Agreement.

7.28.6. The Broker does not test the Client in other cases stipulated by the current legislation.

7.28.7. For cases when in accordance with Federal Law No. 39-FZ of April 22, 1996 "On the Securities Market", the condition for the acquisition of foreign securities by an individual who is not a qualified investor without Testing is to provide such a person with information about the tax rate and the procedure for paying taxes in respect of income on the specified foreign securities, the following information is disclosed in the "Disclosure of Information" section on the Broker's official website on the Internet [www.grandiscapital.ru](http://www.grandiscapital.ru):

1) on the amount of the tax rate and the procedure for paying taxes in respect of income on foreign securities established by the legislation of a foreign state for individuals - tax residents of the Russian Federation who are not citizens and (or) tax residents of such a foreign state;

2) on the amount of the tax rate and the procedure for paying taxes in respect of income on foreign securities established by the legislation of the Russian Federation for individuals who are tax residents of the Russian Federation;

3) on the possibility of applying for the offset of the amount of tax paid (withheld) in a foreign country to the amount of tax payable on the territory of the Russian Federation (in accordance with applicable double taxation avoidance agreements) (if any);

4) about a person who, in accordance with the legislation of the Russian Federation, performs the functions of a tax agent in respect of income on a foreign security (if there is a tax agent) and about the need for independent calculation and payment of tax by an individual (if this need is provided for by Russian or foreign legislation on taxes and fees), including, about the procedure and deadlines for filing a tax return (if the specified need is provided for by Russian or foreign legislation on taxes and fees).

7.28.8. The Broker conducts Testing and also rates the Test result after the Client signs the Contract, but before executing the Order of the Client - an individual who is not recognized as a qualified investor, to make (conclude) transactions (contracts) that require Testing.

7.28.9. Testing is carried out by obtaining the answers of the tested person to the questions defined by Annexes No 1 - 14 to the Standard. The list of questions for testing is formed by the Broker by including the questions of the "Self-assessment" block (appendices N N 1 - 3 to the Standard) and the questions of the "Knowledge" block (appendices N N 4 - 14 to the Standard) into test, corresponding to the type of transactions (contracts) requiring Testing.

7.28.10. The tested person is obliged to ensure the confidentiality of the answers to the questions of the "Knowledge" block and the correct answers that became known to him during the Testing process, and is not entitled to provide this information to third parties.

7.28.11. During Testing, the Broker records in respect of which types of transactions (contracts) requiring Testing, testing is carried out, as well as questions and answers offered to the person being tested, the selected answers of the person being tested, as well as the time and date of Testing. The date and time of Testing is fixed in the same form in which Testing is carried out.

7.28.12. Testing can be carried out in relation to several types of transactions (contracts) that require Testing.

7.28.13. During the Testing, the questions are offered to the tested person immediately in full, in blocks (the "Self-assessment" block and the "Knowledge" block).

7.28.14. The Broker evaluates the Test result for each type of transactions (contracts) requiring Testing separately in accordance with the methodology established by the Standard. The broker does not check the reliability of the tested person's answers to the questions of the "Self-assessment" block.

7.28.15. No later than one working day after the day of Testing, the Broker sends a Notification to the tested person about the evaluation of the test results.

7.28.16. The Broker sends a Notification about the evaluation of the test results in the form of an original paper document to the address of the person being tested indicated by him in the Client's Questionnaire, using postal or courier delivery, or in electronic form to the e-mail address specified by the person being tested in the Client's Questionnaire. The Broker records the fact, date and time of sending a Notification about the evaluation of test results.

7.28.17. The Broker conducts Testing in writing (including using electronic documents). The use of audio and/or video communication, including telephone communication, for Testing is not allowed.

7.28.18. If there are several Contracts with the tested person, the Broker takes into account the evaluation of the Test results in order to fulfill the Orders of the tested person under all Contracts.

7.28.19. The refusal of the Client, an individual who is not a qualified investor, to undergo Testing or a negative Test result is the basis for the Broker's refusal to execute the Order.

7.28.20. The Client has the right to undergo repeated Testing. If repeated Testing is carried out no later than 3 (three) working days after the day of Testing, the questions of the "Self-assessment" block are not included again in the list of questions, provided that the answers to the questions of the "Self-Assessment" block previously given by the tested person are recorded by the Broker.

7.28.21. Testing and retesting are free of charge.

## **8. Procedure for Submitting, Executing and Confirming the Requests Previously Submitted Orally (Hereinafter - Oral Requests).**

8.1. An Oral Request for transactions with securities (futures instruments) or conversion transactions will be submitted by the Client to the Broker by telephone.

8.2. To identify the Client at the time of filing in an oral form and through any communication between the Client and Broker in oral form, the Client tells the Broker the following identification information (hereinafter – the "Means of identification"):

8.2.1. Client code specified by the Broker in the "Notice of registration as a Client" (in the form of Annex No. 4 to the Regulations) or the number of the Agreement on the provision of brokerage services, as well as

8.2.2. Code word, which is a combination of letters or letters and numbers specified by the Client in the "Application for Code Word set up", provided in the form of Annex No. 17 to the Regulations. The Client has the right to change or set the Code Word by providing the Broker with the " Application for Code Word set up" again.

8.3. The Client undertakes to maintain the confidentiality of the Means of identification and accepts the risks of their compromise.

8.4. The Parties have agreed that a recorded telephone conversation made by the Broker, in which any person who introduces himself as the Client uses the Means of identification of the Client, is recognized as proof of the Client's oral submission of the Request.

8.5. The Client is notified that the identification of the Code Word is not a mandatory condition of the service and accepts the risks associated with the possible compromise of the Means of identification. By setting the Code Word, the Client agrees that any Requests for Transactions submitted using Means of identification will be executed at the expense of the Client's funds held by the Broker, and waives claims against the Broker in connection with the use of Identification Tools by third parties for unfair purposes. If there are suspicions that the



Means of identification may have become known to any third parties, the Client has the right to block the use of the Code Word at any time by making a phone call to the Broker.

8.6. The Broker will not be liable if, when submitting an Oral Request, the Client for any reason failed to specify all the required terms of the order provided for by a written form of the Request in accordance herewith.

8.7. Prior to the direct acceptance of oral Request from a Client who is not a qualified investor, the Broker's employee clarifies the type of transaction with the Client (purchase or sale, repo, etc.) and orally provides the Client with information in accordance with clause 7.27.1. of these Regulations that corresponds to this type of transaction.

8.8. When submitting an Oral Request, the Client will wait until the respective Broker's employee repeats all parameters of the submitted Request and adjust it, if required. After adjusting the Request parameters, the Broker's employee will repeat all parameters of the Request. If there are no discrepancies between the parameters of the Request repeated by the Broker's employee and the parameters of the Client's Request, the latter will confirm its consent.

8.9. The Broker will be entitled to make a tape/digital audio recording of the Oral Requests submitted by the Client. The said audio recording will be recognized as legally valid in the event of disputes on the conditions for the Request execution.

8.10. If the Client violates the provisions of this section, the Broker's employee will be entitled not to execute this Request.

## **9. Procedure for Submitting and Executing the Requests Submitted Using the Electronic Request Collection Systems.**

9.1. The Broker may provide the Client with an opportunity to submit requests through the electronic request collection system (TRANSAQ, QUIK and other systems). The Client's connection to these systems will be governed by the agreement between the Client and the Broker, which is an integral part of the Brokerage Services Agreement (agency agreement). Trading and non-trading operations carried out by the Client through the electronic request collection system will be subject to the Regulations, except as specified in the Agreement for provision and using the Internet trading system.

9.2. The Broker will be entitled to charge the Client for using the system. The amount of charge will be established in the Agreement for provision and using the Internet trading system. The charge will be collected in the manner provided for in Section 17 hereof.

## **10. Client's Order for a Non-Trading Operation (Client's Instruction).**

10.1. The Client's Instruction may be provided to the Broker:

- personally;
- using postal or courier delivery;
- using electronic communication;
- through the User Account by using the client's electronic signature.

The Client's Instruction for withdrawal of funds, as well as the Client's Instruction for operations with securities will be submitted in the form given in Appendix No. 7. For Clients that are non-residents of the Russian Federation the form to be made in two languages (Russian and English) and specified in Appendix No. 7 can be used.

10.2. An Instruction for redistribution of funds may be agreed by the Parties orally, including by telephone. No Client's objections to the Report (Section 18 hereof), including the one containing the information on redistribution of funds for the reporting period, will mean a confirmation of the Client's Order for redistribution of funds filed orally and at the same time provision of the Order to the Broker.

10.3. In all cases, except as provided for in Clause 10.2 hereof, the Client's Instructions, when they were not provided to the Broker in the form of an original document in hard copy,

after being executed by the Broker will be technically duplicated by the Client by providing an original document in hard copy.

10.4. An original copy of any Client's Instruction in hard copy will be submitted to the Broker within 30 calendar days from the filing date.

10.5. If no technical duplicate of at least one Instruction is received from the Client before the fixed date, the Broker will be entitled to stop accepting any Client's Orders, except for Orders in the form of an original document in hard copy. In this case, the Broker will resume acceptance of the Client's Orders in accordance with the terms and conditions hereof as soon as it receives all technical duplicates from the Client.

10.6. Since the Client may have an Uncovered Position when submitting the Client's Instruction for withdrawal of funds or Securities from the Portfolio in the Stock Market of the Moscow Exchange, the Broker will be entitled to accept and execute such Instruction only if all requirements of Section 11.8 hereof are complied with. The Broker reserves the exclusive right to independently decide on acceptance, rejection or partial execution of the Client's Instruction if the amount of such Instruction exceeds the corresponding Client's Planned Position. The Broker reserves the right not to execute the accepted Client's Instruction to the extent that, when executed, will lead to the occurrence or increase in the Uncovered Position, even if this Order (Non-Trading Order) does not violate the requirements of Section 11.8 hereof.

## **11. Conclusion and Settlement of Transactions.**

11.1 When performing brokerage services, the Broker makes transactions on behalf and at the expense of the Client or on its own behalf at the expense of the Client (the person for whom the Client acts). Unless otherwise provided by the trading Rules, the Client's Request or a separate agreement between the Parties, the broker shall conclude the transaction on Its own behalf and at the Client's expense.

11.2. The Requests containing an indication of the place of conclusion of the transaction will be executed by the Broker strictly in accordance with the Client's instruction. The Requests not containing an indication of the place of conclusion of the transaction will be executed by the Broker by making a transaction on any available Trading Platform or not in organized trading (on the OTC market) at the discretion of the Broker.

11.3. Unless otherwise stipulated by a separate agreement of the Parties, a Request for transaction will in all cases be also considered by the Broker and the Client as an Order for the Broker to settle the transaction and to make settlements thereon in accordance with the rules hereof. In order to execute one Order, the Broker may make several transactions.

11.4 Conclusion and settlement(execution) of transactions concluded on Trading platforms (including reservation of funds and securities, implementation of collateral, etc.) are carried out in accordance with the Trading Rules of the relevant trading Organizer and/or the clearing rules for trading on the relevant trading platform.

The transactions concluded in the over-the-counter market will be settled in the manner and within the time limits provided for by the agreement between the Broker and a third party (counterparty) concluded in accordance with the Client's Request.

11.5. The Broker will exercise all rights and fulfill all obligations arising in connection with the conclusion of a transaction in order to settle the transactions. In particular, the Broker will:

- deliver/accept securities, as well as independently set off counter obligations (netting);
- transfer/receive funds as payment for securities and other obligations arising from the concluded transactions;
- pay exchange clearing fees and other expenses in accordance with the tariffs of exchanges and/or third parties, which are required to be engaged for settlement of the transaction;
- perform other required actions in accordance with the Trading Rules, usual business practice or terms and conditions of the agreement concluded with third parties for the purpose of performing these Regulations.

11.6 The client is obliged to ensure the availability of funds and securities necessary for the Broker to execute any transactions concluded at the Client's expense on the basis of these Regulations.

The Broker, assuming the obligation to transfer property to a third party on the Client's Order (Request), has the right to demand that this Client transfer such property to him in the amount that the obligation has at the time of its execution. In the event that a Client cannot meet this requirement, the Broker the right to make a transaction without the Client's Order (Request) at the expense of the client's property held by the Broker and (or) by the property which the Broker has a right to demand for other transactions made at the expense of this Client, and to accept execution of such transaction on account of repayment of the specified requirement to the Client. The broker's transactions at the Client's expense without the Client's Order (request) provided for in this clause may be made at non-organized auctions only in cases stipulated by the regulations of the Bank of Russia.

11.7 If the Client has not fulfilled (failed to provide execution) or improperly fulfilled (provided execution) its final net obligations for funds/securities to the Broker, and the Latter (as a bidder), respectively, to the trading Organizer and / or clearing organization for transactions concluded at the Client's Requests on the Trading platform, the Client hereby instructs the Broker (at the initiative of the Clearing organization) in cases stipulated by the trading rules of the trading Organizer and/or the rules of clearing at the auction of the relevant Trading platform, and in accordance with these rules, enter into one or more transactions with the Clearing organization on the terms determined in accordance with the clearing rules, depending on the Client's outstanding net obligations.

Broker notifies the Client that the trading Rules of the Organizer of trading and/or clearing rules on the trading of the Trading platform may provide the ability to enter into transactions (at the initiative of the clearing organization) without the Client's and/or Broker's order at the expense of the assets of the trading and clearing account (brokerage account), which keeps records of clients' assets. At the same time, the Broker has the right, at its own discretion, without the order or prior consent of clients, to independently determine the clients at whose expense such transactions are concluded.

#### **11.8. Peculiarities of Conclusion of Uncovered Transactions.**

11.8.1. The Client will be entitled to submit Orders (Requests) for Uncovered Transactions only if the Application for Client Registration (Appendix No. 1) provides for an opportunity to submit such Requests, and if the Client is classified as a client with a special level of risk and an additional agreement to the agreement on the provision of brokerage services was concluded between the Client with a special level of risk and the Broker. The procedure for conclusion and execution of Uncovered transactions is determined by the relevant additional agreement to the brokerage services Agreement concluded with the Client with a special level of risk, and the requirements of Directive 5636-U.

11.8.2. Any Request for Transaction submitted by the Client with a special level of risk, which, when executed, entails the occurrence of an Uncovered Position, will be considered by the Broker as an Order for Uncovered Transaction. Prior to filing any Order for Transaction, the Client will verify compliance of the amount of its assets with the Client's Planned Position for its Portfolio in order to exclude the possibility of erroneous forwarding of a Request to the Broker, which will be interpreted and executed by the Broker as an Order for Uncovered Transaction.

11.8.3. By submitting a Request for Uncovered Transaction, the Client understands that its losses under such Transaction may theoretically be unlimited and even exceed the value of the Client's Assets.

11.8.4. The Orders for Uncovered Transactions will be accepted by the Broker only in cases where the subject matter thereof is the Securities and/or Foreign Currency with which, in accordance with the legislation of the Russian Federation and the Broker's requirements, the

occurrence of Uncovered Position is allowed (hereinafter - Liquid Assets). The List of Liquid Assets and foreign currencies will be determined by the Broker independently and communicated to the Client through electronic communication channels or by publishing a list on the Broker's web page [www.grandiscapital.ru](http://www.grandiscapital.ru) or, if available, through the TRANSAQ Brokerage Service System. The List of Liquid Securities and foreign currencies (List of Liquid Assets) may be formed for each client or a group of clients individually.

11.8.5. The Client hereby orders and authorizes the Broker, without giving an additional notice to the Client, to sell/purchase the Liquid Assets on which there is an Uncovered Position arising as a result of concluding an Uncovered Transaction for purchase/sale of Securities, if they are excluded from the List of Liquid Securities and foreign currencies (List of Liquid Assets). Such sale/purchase will be carried out at the current price established in trading of any Trading Authority at the time of sale/purchase, subject to the amount, terms of the transaction, payment currency and other material conditions that may influence the formation of the current price. In the absence of quotations from the Trading Authority, the Broker will be entitled to sell/purchase Liquid Assets at the best price available to the Broker at the time of conclusion of the transaction.

11.8.6. The Broker will be entitled to impose restrictions on the minimum amount of money held on the Client's account using the Broker's assets for conclusion of Uncovered Transactions.

11.8.7. In case The Broker executes the Order (Request) for Uncovered Transactions by making Transactions in the Stock Market of the Moscow Exchange such Order (Request) can be executed in any of the trading modes depending on the Security and the content of the Order.

11.8.8. In case the Broker makes a transaction at the expense of the Client at organized trades on the basis of purchase orders and orders for sale of securities at the best prices specified therein, provided that the orders are addressed to all trading participants and the information that allows to identify the trading participants who submitted the bids is not disclosed during the trades to other participants (hereinafter - anonymous trading), the Broker does not allow the occurrence or increase in absolute terms of an uncovered position of the security, the occurrence or increase in absolute terms of a temporarily uncovered position on a security in the simultaneous presence of the following circumstances:

- the price of transaction mentioned in paragraph 1 of present Clause is 5 or more percent below the closing price of the securities with which the transaction was made, calculated by the Organizer of trading on the previous trading day in accordance with sub-paragraph 4.2 of paragraph 4 of Annex 2 to Bank of Russia Regulation dated 17 October 2014 No. 437-P "On the activity to organized trading", the registered by Ministry of justice of the Russian Federation on 30 December 2014 N 35494, on February 16, 2018 N 50066 (further - Bank of Russia Regulation dated 17 October 2014 No. 437-P);

- the price of transaction mentioned in paragraph 1 of present Clause is lower than the last current price of securities with which the specified transaction was made, calculated by the Organizer of trading according to subparagraph 4.1 of point 4 of Appendix 2 to Regulations of Bank of Russia dated October 17, 2014 N 437-P about which the Broker knew at the time of submission it to the Organizer;

- the price of transaction mentioned in paragraph 1 of present Clause is lower than the price of the last transaction included in the calculation of the last current price of securities, which the specified transaction was made with, calculated by the Auction Organizer in accordance with subparagraph 4.1 of paragraph 4 of Annex 2 to the Regulation of the Bank of Russia dated October 17, 2014 N 437-P, which the Broker knew about at the time of submitting an Application to the Auction Organizer for its execution.

11.8.9. The requirements of p. 11.8.8 of this Regulation shall not apply to contracts made by the Broker on Client's expenses, which contains the obligations that are admitted to clearing with the participation of the Qualified Central counterparty.

11.8.10. The parties shall use the risk rates disclosed daily on the website of the non-Bank credit institution - the Central counterparty "National Clearing Center "(joint-Stock company) at

<http://www.nkcbank.ru>. The Broker has the right to set its own correction factors that increase the risk rates, while information about the values of the correction factors is communicated to Customers by publishing data on the Broker's Website.

11.8.11. The Broker will inform the Clients about the risks of clients that are related to the occurrence of Uncovered Positions by posting such information on the Broker's official website [www.grandiscapital.ru](http://www.grandiscapital.ru).

11.8.12 At the end of the Trading Session of the day on which payments are to be made under the Transaction, within which the Client's actual negative balance of Securities has occurred or increased, the Client will arrange for recovery of zero or positive balance of such Securities. For this purpose, the Client will perform one of the following actions:

- transfer funds to the Broker to a Special Brokerage Account or transfer Securities to a trading depo subaccount, which are intended for settlements in the Stock Market of the Moscow Exchange (depending on the nature of the debt) required to pay off the debt, or
- issue to the Broker an Order for Transaction or several Transactions, as a result of which funds or Securities required to pay off the debt to the Broker are formed on the accounts intended for settlements in the Stock Market of the Moscow Exchange.

If the Client fails to arrange for recovery of a zero or positive balance of such Securities until 16:00 Moscow time on the current day, the Broker will carry out a Special Repurchase Agreement in accordance herewith in order to restore a zero or positive balance of such Securities.

11.8.13. The parties have agreed that the Broker will carry out Repurchase Transactions at the Client's expense in accordance with the terms of the Standing Order contained in this Clause. Any Client who has submitted an Order for an Uncovered Transaction will be deemed to have submitted an order for a Special Repurchase Transaction (hereinafter - the Standing Order). A

Standing Order is considered as submitted to be executed by the Broker in the event that the Client has any Uncovered Position, that is, in the event of any obligation that will be fulfilled at the expense of the Client's Assets in the Portfolio in the Stock Market of the Moscow Exchange, but for execution of which the Client's Assets are not sufficient (including Assets to be received by the time this obligation is fulfilled under already concluded, but still unexecuted transactions).

11.8.14. By submitting the Standing Order in the manner specified above, the Client authorizes the Broker to make a Special Repurchase Transaction at the Client's expense, as a result of payments under the First Part of which the funds/securities required to transfer the obligation under the Client's Uncovered Position will be reserved.

11.8.15. The Broker will be entitled to enter into a Special Repurchase Transaction no earlier than 1 (one) trading day before the date of fulfillment of the obligation on the Uncovered Position, including on the day of fulfillment of this obligation.

11.8.16. The subject matter of the First Part of such a repurchase transaction is the purchase or sale of Securities at a market price determined upon conclusion thereof and aimed at transfer of existing obligations on the Uncovered Position. In this case, the Securities that are the subject matter of the Transaction will be independently determined by the Broker.

11.8.17. The settlements under the First Part of a Special Repurchase Transaction will be made on the day when the corresponding obligation on the Uncovered Position is to be fulfilled.

11.8.18. The settlements under the Second Part of a Special Repurchase Transaction will be made on the next business day after fulfillment of the obligations under the first part of a Repurchase Transaction.

11.8.19. The Special Repurchase Transactions, the First Part of which is the purchase of Securities, will be concluded in such a way that the amount of the Second Part is defined as the amount of the First Part reduced by the Rate of a Special Repurchase Transaction determined on the date of the Transaction based on the term of the specified transaction.

11.8.20. The Special Repurchase Transactions, the first part of which is the sale of Securities, will be concluded in such a way that the amount of the Second Part is defined as the

amount of the First Part increased by the Rate of a Special Repurchase Transaction determined on the date of the Transaction based on the term of the specified transaction.

11.8.21. The Special Repurchase Transactions may be concluded by the Broker both in on-exchange trading and in the Over-The-Counter Market at the discretion of the Broker. The Broker will conclude Special Repurchase Transactions only if there are proposals from third parties. The Broker will be entitled to act as both parties under a Special Repurchase Transaction in the event that the Broker has a counter order from another Client to conclude such a transaction. The Special Repurchase Transactions concluded in the Over-The-Counter Market will be settled by the Broker using the funds credited to the brokerage account and reserved for making Transactions in the Stock Market of the Moscow Exchange and Securities accounted for on a trading depo subaccount intended for settlements in the Stock Market of the Moscow Exchange. The funds and Securities received by the Client under a Special Repurchase Transaction will be accordingly reserved on a brokerage account provided for the Transactions in the Stock Market of the Moscow Exchange and credited to a trading depo subaccount intended for settlements in the Stock Market of the Moscow Exchange.

11.8.22. Upon conclusion of the Special Repurchase Transactions in on-exchange trading, the Broker may act as a party to such transactions. The Client is hereby notified that the Broker, acting as a counterparty to the Special Repurchase Transactions, combines brokerage and dealer activities, but acts only in accordance with the procedure described in Clauses 11.8.16-11.8.21 hereof, and may not cause losses to the Client and (or) other adverse consequences for the Client by its actions (inactions).

11.8.23. The Broker will be entitled not to make a Special Repurchase transaction or not to make a Special Repurchase transaction with respect to certain Securities if prior to 15:00 of the day of fulfillment of the obligation under the Uncovered Position, a notice is given to the Client of refusal to make Special Repurchase transactions and transfer of Uncovered Position in any manner, provided for by the Agreement and these Regulations and available to the Broker, including those provided for in this Regulation for submitting Requests. The said notice will simultaneously be the Broker's Requirement for the Client to close the position (in full or in part), which will be executed by the Client before 16:00 of the respective trading day or within another period specified therein.

11.8.24. If the Client has an obligation under an Uncovered Position (in Securities), the exercise date of which coincides with the date of making the list of persons entitled to participate in the general meeting of shareholders or entitled to receive income from these Securities, the Broker will make a Special Repurchase transaction on that day, the subject matter of which is the purchase of such Securities under the first part of a Special Repurchase transaction. In this case, the Client will fulfill its obligations under the Uncovered Position (in Securities) before 17:00 of the respective day, that is, to ensure availability the Securities to the respective trading depo subaccount as a result of crediting Securities or submit Orders for the conclusion of Transactions for the purchase of Securities with settlements on the concluded transactions before 17:00 of the corresponding day.

11.8.25. The Broker may independently, without further notice to the Client, but at the expense of the Client, enter into Transactions with third parties to Forced closure of an uncovered position both on the Stock market of the Moscow exchange and on the OTC market, and the Broker may act as both parties to such transactions if the Broker has a counter-order from another Client to conclude such a transaction.

11.8.26. The Client hereby orders the Broker to close all or part of the Client's Uncovered Positions before the end of the current Trading Session in the Stock Market of the Moscow Exchange, that is to make Securities Purchase and Sale Transactions in the interests and at the expense of the Client in cases where the Client has not fulfilled its obligations set forth in Clauses 11.8.23 and 11.8.24 hereof. In this case, the positions will be closed by the Broker from 16:00 Moscow time until the end of the Trading Session in the Stock Market of the Moscow Exchange. If the Client's funds are not enough to make the Securities Purchase Transactions for

the purpose of Forced Closing of Uncovered Positions on Securities, the Broker will pre-sell any Securities from the Client's Planned Position. In this case, the Client's Uncovered Positions will be closed by the Broker irrespective of the Portfolio value in the Stock Market of the Moscow Exchange as compared to the Minimum Margin value.

11.8.27 Closing of positions is carried out by entering into transactions of purchase and sale of Securities at the expense of the Client in anonymous trading on the Stock market of the Moscow exchange.

11.8.28 The positions may be closed by the Broker not at anonymous trading (including the commission of transactions by the Broker at the expense of the Client without his order), if such a possibility is provided for by the current legislation of the Russian Federation, including Directive No. 5636-U, in case of compliance with one of the following requirements:

- a) the purchase of Securities (except for bonds) related to closing of positions will be carried out by Broker at a price not exceeding the maximum price of a transaction with such Securities concluded at anonymous trading within the last 15 minutes preceding Broker's actions aimed at execution of the transaction, or, if anonymous trading is suspended, within the last 15 minutes prior to suspension thereof;
- b) the Broker purchases bonds and (or) foreign currency subject to one of the following conditions:
  - the purchase is made at a price that does not exceed the maximum price of a transaction with specified bonds (with such foreign currency) made in anonymous trading during the last 15 minutes preceding the Broker's actions aimed at execution of the transaction, or, if anonymous trades are suspended, within the last 15 minutes before their suspension;
  - the purchase is made at a price not higher than the best quotation for the sale of such bonds and (or) foreign currency, published in the Bloomberg information system (Bloomberg) as the price of BGN (Bloomberg Generic), and in its absence as the price of BVAL (Bloomberg Valuation Service), more than the value of the product of the specified quotation and one-fourth of the initial risk rate for this bond (foreign currency), provided for in paragraph 18 of the annex to Directive 5636-U.
- c) the Broker shall purchase foreign currency in accordance with paragraphs two and three of sub-paragraph b) of this clause in the absence of anonymous trading in specified foreign currency or in an amount less than the minimum size of the exchange lot provided for by the rules of organized trading in specified foreign currency.
- d) the Broker shall sell securities (except for bonds) at a price not lower than the minimum price of a transaction with specified securities made in anonymous trading within the last 15 minutes preceding the Broker's actions aimed at execution of the transaction, or, if anonymous trades are suspended, within the last 15 minutes before their suspension.
- e) the Broker shall sell bonds and (or) foreign currency subject to one of the following conditions:
  - the sale is carried out at a price not lower than the minimum transaction price of specified bonds (with such foreign currency), made in anonymous trading within the last 15 minutes preceding the Broker's actions aimed at execution of the transaction, or, if anonymous trades are suspended, within the last 15 minutes prior to their suspension;
  - the sale is carried out at a price not lower than the best quotation for the purchase of specified bonds and (or) foreign currency, published in the Bloomberg information system (Bloomberg) as the price of BGN (Bloomberg Generic), and in its absence as the price of BVAL (Bloomberg Valuation Service), more than the value of the product of the specified quotation and one-fourth of the initial risk rate for this bond (foreign currency), provided for in paragraph 18 of the Annex to Directive 5636-U
- f) the Broker shall sell foreign currency in accordance with paragraphs two and three of sub-paragraph d) of this paragraph in the absence of anonymous trading in specified foreign currency or in an amount less than the minimum size of the exchange lot provided for by the rules of organized trading in specified foreign currency.

11.8.29. In order to execute Conversion Transactions concluded by the Broker in the interests of the Client in the Foreign Exchange Market, the Client must not later than 1 (one) an hour before the end of trading on the relevant currency pair with the due date (settlement date) "today" (TOD) on the day on which transactions on the Foreign Exchange Market should be calculated / executed, ensure that the necessary amount of funds in the relevant currency is available on the Foreign Exchange Market, sufficient for the proper execution of all Client transactions on the Foreign Exchange Market with the date of fulfillment of obligations (settlement date) "today" (TOD).

11.8.30. If for 1 (one) an hour before the end of trading for the corresponding currency pair with the due date of obligations (settlement date) "today" (TOD), there are no free (unreserved/unblocked by the Broker for other trading and non-trading operations) funds on the Client's Account in the Foreign Exchange Market in the amount necessary for the proper execution of Conversion transactions with the due date of obligations (settlement date) "today" (TOD) and/or repayment of other obligations of the Client, the Broker makes a Special SWAP transaction in order to Transfer the Client's position in the Foreign Exchange Market in accordance with these Regulations.

11.8.31. The Parties have agreed to make Special SWAP Transactions by the Broker at the Client's expense in accordance with the terms of the Standing Order on the Foreign Exchange Market contained in this paragraph. Any Client who has submitted an Order to conclude a transaction on the Foreign Exchange Market is considered to have submitted an order to conclude a Special SWAP Transaction (hereinafter referred to as a Standing Order on the Foreign Exchange Market). A Standing order in the Foreign Exchange Market is considered to be submitted for its execution by the Broker in the event that the Client has any obligation in the Foreign Exchange Market, for which the Client's Assets are insufficient (including Assets that must be received by the time this obligation is fulfilled for already concluded, but not yet executed transactions).

The Broker has the right to conclude a Special SWAP transaction no earlier than on the day of fulfillment of the obligation on the Foreign Exchange market, for the fulfillment of which there are not enough Assets of the Client (including Assets that must be received by the time of fulfillment of this obligation for already concluded, but not yet executed transactions).

A special SWAP transaction is concluded by the Broker in the manner and on the terms set out below:

1) The subject of a Special SWAP Transaction is the purchase of a currency for which there is an Uncovered position, due to the positive values of the position in other currencies/Russian rubles at the discretion of the Broker.

The Broker may conclude one or several Special SWAP Transactions so that as a result of the execution of the first parts of the Special SWAP Transactions, the value of the monetary position in all currencies turns out to be non-negative.

2) The first part of the Special SWAP Transaction is aimed at terminating the Client's unfulfilled obligations on an Uncovered Position on the Foreign Exchange Market with a due date of "today" (TOD), and the second part of the Special SWAP Transaction opens the Client's position in the same currency and in the same volume as the terminated obligation, with a due date during the next Trading Session for the corresponding a currency pair with a due date (settlement date) "tomorrow" (TOM).

3) The Client's funds received on the Foreign Exchange market later than 1 (one) an hour before the end of the Trading session for the corresponding currency pair with the due date (settlement date) "today" (TOD), may not be accepted by the Broker due to a reduction in the volume of the Client's obligations with the settlement date "today" (TOD) and, therefore, do not reduce the volume of a Special SWAP transaction concluded in order to Transfer a position to The foreign exchange market;



11.8.32. The Broker has the right not to conclude a Special SWAP Transaction in order to Transfer the Client's position in the Foreign Exchange Market and decide to forcibly close the Client's position. The procedure for forcibly closing the Client's position is determined by the relevant supplementary agreement to the Brokerage Services Agreement concluded with the Client with a special level of risk.

11.8.33. The provisions of these Regulations do not detract from the right of a Broker who has concluded a transaction on behalf of a Client, providing for the Broker's obligation to transfer property to a third party, to require the said Client to transfer such property to him to the extent that such an obligation has at the time of its execution. In case of non-fulfillment by the client of the specified requirement, the Broker has the right to make a transaction without the Client's order at the expense of the Broker's property of this Client and (or) at the expense of the property that the Broker has the right to demand for other transactions made at the expense of this Client, and to accept execution of such a transaction on account of repayment of the specified claim to the Client.

### **11.9 Peculiarities of Conclusion of transactions on Foreign exchanges.**

11.9.1. The provisions of this section relate to Clients, who specified "Foreign trading platforms" in the Application for registration of the client in the form of Appendix No. 1 hereto in the number of markets in which the Client intends to make transactions, subject to the availability of the Broker at the moment the technical possibilities of providing Clients with access to such sites.

11.9.2. To confirm the possibility of accounting for purchased financial instruments traded on Foreign trading platforms on the custody accounts intended for accounting of such instruments in the Depository of «GCIC», Ltd. (hereinafter – The Depository of the Broker), the Client will, prior to provision of the Broker with Orders (Requests) to commit each transaction with financial instruments on Foreign markets, agree with the Broker the possibility of filing Order, specified in this Clause by sending the relevant request to the Broker by any means of communication (except oral presentations), provided by Regulations.

11.9.3. The Client is hereby notified that in the event of non-performance by the Client of actions of prior agreement with the Broker of possibility of submission of Orders (Requests) for transactions with financial instruments traded on Foreign markets may cause Client's losses due to the inability of the Broker to the settlement of such transactions and the impossibility of crediting of financial instruments on the custody Account of the Client in the Depository of the Broker.

11.9.4. The Client is hereby notified that the refusal of the superior depositories and foreign settlement and clearing organizations to service financial instruments (which in its turn will lead to the impossibility of their acceptance in the Broker's Depository) may also occur after the Broker accepts and executes the order for transactions with financial instruments on Foreign trading platforms.

11.9.5. By submitting an Order (Request) to the Broker for each transaction with financial instruments on Foreign trading platforms, the Client confirms his/her awareness of the above risks, as well as his / her acceptance of all risks arising from the execution by the Broker of the client's Order (Request) for trading / non-trading operations with financial instruments on Foreign trading platforms, including the risks of losses due to the impossibility of settlements on such Transaction.

11.9.6. The broker has the right to refuse the Client to accept an Order (Request) for any transaction with financial instruments on Foreign trading platforms without explanation.

11.9.7. Any rules (business practices), mandatory for participants of Foreign markets, subject to the Client submitting the Order (Request) for deals on this Foreign trading platform, and are obligatory for execution (compliance) by the Client.

11.9.8. By general rule, the Broker provides services under this section on working days in accordance with the legislation of the Russian Federation (except in cases where their provision is impossible due to circumstances beyond the control of the Broker). Herewith, the Broker has the right to decide on the provision of brokerage services on certain days that are not working in accordance with the legislation of the Russian Federation.

## **12. Peculiarities of Conclusion of Repurchase Transactions.**

12.1. The Broker will interpret any Request as a Request for a Repurchase Transaction, if the Request prepared in accordance with the standard form contains a note "Repurchase" in the column "Other Information".

12.2. The mandatory additional details of a Request for a Repurchase Transaction (in addition to other usual details of any Request) are follows:

12.2.1. The period for execution of the second part of the Repurchase Transaction. If the specified period is not indicated by the Client, the Broker will interpret it as equal to the period before the beginning of the next Trading Session;

12.2.2. The exercise price of the second part of the Repurchase Transaction. The Client may specify the Repurchase interest rate instead of the exercise price of the second part. In this case, the Broker will independently calculate the exercise price of the second part;

12.3. After execution of the first part of the transaction, the Broker will independently, without any additional Client's Request (acceptance) for execution of the second part of the transaction, settle all payments under such transaction. A Request for a Repurchase Transaction may not be withdrawn by the Client after execution of the first part of the Repurchase Transaction.

12.4. The Broker will execute the Requests for Repurchase Transactions only if there are appropriate offers from third parties (counterparties).

12.5. In all cases, unless it is stipulated by a separate agreement of the Parties, the right to receive dividends, interest or other distribution on securities (hereinafter referred to as "Income") will be held by the seller under the first part of the Repurchase Transaction, provided that the date of making the list of persons entitled to receive Income coincides with the date of conclusion of a repurchase agreement or is between the date of conclusion of the agreement and the date of fulfillment of obligations under the second part of the repurchase agreement.

12.6. The Income received by the buyer under the first part of the Repurchase Transaction will be transferred to the seller under the first part of the Repurchase Transaction within 3 (three) days from the date of receipt of such Income.

12.7. If the Broker acts as the seller under the first part of the Repurchase Transaction, the Broker will be entitled to debit the Income from the Client's account. It will be debited by the Broker without acceptance by transferring the Income amount to the Broker's account.

12.8. The Broker notifies the Client that in the cases and under the conditions stipulated by the Moscow Exchange Stock market Trading Rules and/or the clearing rules, the Clearing organization may, on its own initiative, enter into one or more REPO transactions with the Broker as a trading participant and/or clearing participant for clearing purposes in respect of securities that are accounted for and/or credited to the Client's Account and / or the accounts of other clients of the Broker.

12.9. The Broker determines all the conditions of the REPO trades to the clearing for a Client based on the conditions of REPO transactions between the Broker and the clearing organization, except number of securities that the Broker is entitled to determine at its own discretion within the number of securities in the aggregate of REPO transactions between the Broker and the clearing organization.

12.10. The Client hereby authorizes the Broker at its discretion and without further request from the Client:

- 1) make a decision on concluding or not concluding REPO transactions for clearing purposes;
- 2) determine the number of securities under REPO transactions for clearing purposes;
- 3) enter into REPO transactions for clearing purposes at the Client's expense and perform any actions necessary for their execution.

The Client agrees that the result of the Broker's execution of the Client's specified order may differ from the result of the Broker's execution of similar orders of other clients of the Broker.

12.11. The Broker reflects the fact of conclusion and terms of such REPO transactions for clearing purposes in the Broker's report.

12.12. The Client does not pay the Broker a fee for conclusion of REPO trades to the clearing.

12.13. The Broker is not responsible to the Client for the fact and consequences of the conclusion of REPO transactions by the clearing organization specified in clause 12.10 of these Regulations, as well as for the fact and consequences of the conclusion or non-conclusion of REPO transactions by the Broker for clearing purposes in respect of any number of the Client's securities

### **13. Peculiarities of Conclusion of Futures Transactions in the Organized Market.**

13.1. The following terms and definitions will be used in this section hereof:

- Futures Instruments - futures and options accepted for trading in the futures market in the manner established by the Trading Rules.

- Futures Contract (Futures) - an underlying asset purchase and sale agreement concluded on standard terms and conditions, the obligations under which will be fulfilled in the future during the period determined by the Trading Rules.

- Settlement Futures - futures, the execution of which does not provide for delivery and acceptance of the underlying asset.

- Deliverable Futures - futures, the execution of which provides for delivery and acceptance of the underlying asset.

- Opening of a Position on a Futures Instrument - conclusion of transactions that entailed the accrual of rights and obligations under a futures instrument.

- Closing of a Position on a Futures Instrument - conclusion of transactions that entailed the termination of all rights and obligations under the open position as a result of execution of a futures instrument or the transaction with a futures instrument, leading to the occurrence of opposite positions on the same futures instrument.

- Variation Margin - monetary value of revaluation of positions on futures instruments in relation to the settlement price of the current trading day.

- Option - a standard contract, the buyer under which acquires the right, within a period of time specified in the option specification, to buy or sell the underlying asset in the future at the price specified in the option specification.

- Premium - the amount of money to be paid to the Seller by the option Buyer negotiated by the parties to the transaction when making a purchase and sale transaction.

- Client's Assets in the Futures Market (Collateral Means) - funds and/or securities accepted in accordance with the Trading Rules and these Regulations as collateral for the Client's obligations arising when making transactions with the Futures Instruments.

- Collateral - the monetary amount established by the Clearing Center that is required to ensure fulfillment of the obligations on open positions. The funds and securities determined by the Trading Rules or those of third parties (in case if the Broker delegates the conclusion of futures transactions to such persons) will be accepted to calculate the Collateral. The Broker will be entitled to establish its own list of securities accepted as Collateral.

- Collateral Ratio - the ratio in percentage terms established by the Broker to calculate the minimum amount of the Client's funds required to work in the futures market. The Collateral Ratio will be equal to 1 (one) or 100%, unless otherwise specified in the Brokerage Services Agreement. The Broker will be entitled, at its sole discretion, to reduce or to increase the Collateral Ratio in the event of a situation that, according to the Broker, has an increased risk, or in the event if the amount of Collateral on the Client's open positions exceeds 20,000,000 (Twenty million) rubles. The Broker will notify the Client of an increase in the Collateral Ratio no later than 1 (One) business day before the increase.

- Initial Margin (Required Minimum) - the monetary amount calculated by the Broker that is required to ensure all open positions of the Client. The Initial Margin will be calculated as the product of the Collateral by the Collateral Ratio.

- Current Operating Variation Margin - the monetary value of revaluation of open positions in relation to the current price of the trading day.

- Current Client's Assets - the Client's assets in the futures market increased/decreased by the current operating variation margin.

- Collateral Liquidity Ratio - the minimum permissible value of the ratio of the amount of collateral to the total value of the collateral funds. The liquidity ratio will be equal to 50% and may be changed by the decision of the Clearing Center and/or the Broker.

13.2. The futures transactions will be concluded and executed in the manner established by the Trading Rules.

13.3. The Requests for futures transactions may be filed in any manner provided for herein for submitting Requests. When submitting Requests for futures transactions, the Client will indicate the following information (Appendix No. 6a hereto):

- agreement code/number and company name (name) of the Client;
- type of a fixed-term contract (futures, options);
- purchase or sale;
- name (designation) of futures or option established by the Trading Rules;
- price of one futures or option premium rate;
- price currency;
- number of futures (futures contracts), options (options contracts).

The Broker may complete a Consolidated Order for futures transactions in the manner similar to Clause 7.24 hereof, and the Client may sign such Consolidated Order by using the Client's electronic signature, with subsequent forwarding to the Broker through the User Account.

13.4. The Requests for futures transactions with delivery futures contracts or options and for the said contracts or options will be accepted until 15:00 on the last day of applying, except for Requests aimed at transactions leading to the closing of the previously opened Client's positions (termination of obligations under earlier transactions).

13.5. The Broker will be entitled to refuse from making certain types of futures transactions at its sole discretion, which will be reported to the Client during the business day of submitting the Request.

13.6. The Client will timely provide reservation of collateral funds in any authorized form and in an amount sufficient to maintain the Client's open positions, including maintaining balance of funds in Russian rubles sufficient to pay for all commissions, fees and charges to be collected in connection with submission and execution of Requests, any payments to be paid in connection with conclusion and execution of futures contracts, as well as for payment of property taxes.

13.7. In case of insufficient funds in Russian rubles required for effecting of payment in accordance with Clause 13.6 of these Regulations, the Client shall ensure availability of necessary funds in Russian rubles in the relevant sub-account of the Client's Account no later than 30 minutes before the end of the Trading Session.

13.8. The Broker recommends the Client to maintain the balance of funds in Russian rubles in the amount of at least 20% per cent of the volume of the Client's open position on the sub-account.

13.9. The Broker will transfer the Client's funds to the account of the clearing organization involved in clearing and payments under futures transactions in accordance with the Trading Rules. The Client will be entitled to independently transfer funds to the account of the Clearing Organization. In case of an independent transfer of funds, the Client agrees to provide the Broker with a copy of the payment order certified by the sender's bank. The Broker will provide the Client with the details and other information required for such transfer or information on impossibility of making the transfer.

13.10. The list of securities accepted to ensure fulfillment of the Client's obligations and the procedure for assessing their value will be established by the Trading Rules, the Broker and third parties (if the Broker assigns the conclusion of futures transactions to such persons).

13.11. A Client wishing to perform a delivery futures contract or an options contract will, up to 15:00 of the last day of the contract trading, arrange for reservation of the required funds or securities for performance of the contract, notify the Broker of an intention to perform the contract and inform the Broker of the custody account details.

13.12. In case if the Initial Margin calculated by the Broker exceeds the amount of the Client's Assets in the futures market following the results of closing of the Main Trading Session, the Client agrees to perform one of the following actions up to 15:30 of the following trading day:

- close all or part of open positions so that the Client's Assets in the futures market are equal to or exceeded the calculated level of the Initial Margin;
- contribute additional collateral funds in the required amount.

13.13. Forced closing of positions in accordance with the Trading Rules.

13.13.1. In the event of situations that may result in forced closing of positions in accordance with the Trading Rules, the Broker will notify the Client thereof no later than 1 (one) hour after the occurrence of such a situation.

13.13.2. The Broker will not be liable for any losses incurred by the Client arising out of the forced closing of positions provided for in the Trading Rules.

13.14. Forced closing of positions by the Broker

13.14.1. In the event if the Client fails to comply with the conditions of Clause 13.11, the Broker will be entitled to make futures transactions on the last day of the respective contract trading that are aimed at forced closing of the Client's open position (termination of obligations) under the respective delivery contract in accordance herewith.

13.14.2. In the event if, as a result of price movements unfavorable for the Client, the Current Client's Assets amounted to less than 70% of the required Initial Margin amount, the Broker will be entitled to close all or part of the Client's open positions at current market prices without giving a prior notice to the Client. The Broker will be entitled to close the Client's positions, regardless of changes in the prices and the corresponding Current Operating Variation Margin after reaching the specified level.

13.14.3. In the event if 30 minutes before the end of the Trading Session, the Client's funds reduced by the current variation margin amounted to a value less than the minimum allowed, or the Client failed to comply with the conditions of Clause 13.12 hereof, the Broker will be entitled to close all or part of the Client's open positions at current market prices.

13.14.4. All the Client's losses arising as a result of forced closing of the Client's positions by the Broker will be borne by the Client. In the event if, as a result of closing of all positions, the Client is still in arrears to the Broker, the Client undertakes to repay the debt within 1 (one) business day.

13.15. The Client undertakes to review the applicable Trading Rules in the futures market posted by the trading authority on <http://moex.com>.

#### **14. Peculiarities of Conclusion of Transactions in the Over-The-Counter Market.**

14.1. The transactions in the over-the-counter market will be concluded by the Broker based on an Order for an over-the-counter securities transaction executed by the Client according to the form of Appendix No. 6b hereto (hereinafter - Order for an over-the-counter transaction). For Clients that are non-residents of the Russian Federation the form to be made in two languages (Russian and English) and specified in Appendix No. 6b can be used.

14.2. The Client may complete and sign the order for securities transaction (including for repurchase transactions) through the User Account by using the client's electronic signature in the form of an order used in the User Account.

14.3. When Sending an order to the Broker for an OTC transaction, the Client shall indicate in it the instructions for securities settlement (custody account details for crediting or delivering securities in case if more than one custody subaccount is opened for the Client).

In the absence of instructions provided for herein, settlements under the transaction will be made through a custody account at the discretion of the Broker.

Any losses incurred by the Client as a result of the Broker's actions provided for herein will be borne by the Client.

14.4. The Broker may, enter into one agreement with the counterparty for simultaneous execution of two or more Orders received from one Client, unless it contradicts the Client's Order for an over-the-counter transaction.

14.5. When entering into agreements with third parties, the Broker will act in accordance with the Order for an over-the-counter transaction and usual business practice.

The Client will be entitled to specify in the Order for an over-the-counter transaction the time limits for delivery and payment of securities (hereinafter - the settlement period) as a mandatory additional condition. The settlement period will be indicated by the Client in section "Other Information" of the Order for an over-the-counter transaction. If the settlement period is not specified in the Order for an over-the-counter transaction, this will be considered by the Broker as the Client's consent to comply with the usual business practice in the over-the-counter market when settling this transaction.

#### **15. Peculiarities and Procedure for Conducting Conversion Operations and Concluding Conversion Transactions in the Foreign Exchange Market.**

15.1. Mutual relations of the Parties when submitting orders for Conversion Transactions (including Currency Swaps) in the Foreign Exchange Market and conversion operations, the procedure for execution of such orders by the Broker and conclusion of transactions, as well as the settlement procedure under such transactions (operations) will be governed by this part hereof, the Trading Rules and the Clearing Rules. The transactions in the Foreign Exchange Market will be concluded by order of the Client using the Assets on the Client's Account.

15.2. In order to be registered in the Foreign Exchange Market, the Client will provide the Broker with an Application for client registration according to the form of Appendix No. 1 hereto, indicating the Foreign Exchange Market among the markets where the Client plans to make transactions.

15.3. The Client will, prior to sending a Request for Conversion Transaction to the Broker, review the Trading Rules and the Clearing Rules of the respective Trading Authorities and

Clearing Organizations, in respect of which it submits orders for Conversion Transaction to the Broker, as well as independently monitor amendments and supplements that are made by the Exchanges and the Clearing Organizations in these documents. The Client hereby confirms that the Broker has fulfilled its obligations to inform the Client of the documents specified in this Clause.

15.4. The Broker will make Conversion transactions in the Foreign Exchange Market based on the Client's Orders for Conversion Transactions, issued in the form as established by Annex No. 15 to these Regulations. For non-resident Clients of the Russian Federation, a bilingual form (Russian and English languages), given in Appendix No. 15, can be used. The Client will be entitled to submit Orders (Requests) for Conversion Transactions to the Broker in any way provided for hereby (Section 7).

15.5. The Broker will accept the Requests for Conversion Transactions for execution only after reserves funds (deposits funds to a brokerage account intended for settlements under Transactions in the Foreign Exchange Market), including the required and sufficient amount of money in Russian rubles for payment of the Broker's fee and reimbursement of all actual expenses.

The Client has the opportunity to make Conversion transactions with partial reservation of funds in the Foreign Exchange Market (Unsecured transactions), in the cases provided for in clause 11.8 of these Regulations.

15.6. The exchange rate for purposes of concluding Conversion Transactions by orders of the Client will be determined as the Conversion Transaction rate at the time of actual conclusion thereof, which was established during trading of the Trading Authority. The Client, entering into an Agreement, will give its consent to the exchange rates specified in this Clause, at which the Conversion Transactions will be concluded, and to expenses associated with the conclusion thereof.

15.7. The Client's trading operations in the Foreign Exchange Market will be conducted taking into account the following peculiarities:

15.7.1. The Broker will be entitled to refuse to accept/execute the Client's Request for Conversion Transaction in cases provided for by the applicable legislation of the Russian Federation.

15.7.2. The Broker will be entitled to limit the list of instruments available for concluding the Conversion Transactions in the Foreign Exchange Market, and the Clients will be informed using electronic communication channels or by publishing a list on the Broker's website [www.grandiscapital.ru](http://www.grandiscapital.ru) or, if possible, through the TRANSAQ Brokerage Service System.

15.8. If the Client does not comply with the requirements of Clause 15.5 hereof, the Broker will be entitled at any time during the trading day to forcefully close the Client's positions in any way accessible to the Broker provided for in the Trading Rules and the Clearing Rules in the Foreign Exchange Market.

15.9. The fee for making the Transactions in the Foreign Exchange Market will be paid by the Client in accordance with the Broker's conditions and tariffs (Appendix 11 hereto or other tariff agreed by the Parties).

15.10. If the Broker incurs losses as a result of making Transactions in the Foreign Exchange Market, including forced closing of the Client's positions in the Foreign Exchange Market, the Client will compensate the Broker for such losses within three business days from the date of sending a written claim for damages to the Client.

15.11. The Broker will conduct conversion operations with foreign currency, provided that it has a Special brokerage account in the respective currency.

An Order for conversion operations will be prepared in accordance with the form set forth in Appendix No. 15 hereto. For Clients that are non-residents of the Russian Federation the form to be made in two languages (Russian and English) and specified in Appendix No. 15 can be used.

15.12. The Orders for conversion operations may be submitted by the client on paper or using the User Account and electronic signature (if possible). The orders submitted by the client in various forms and containing the same conditions will be considered as different orders.

15.13. The Orders for conversion operations may be submitted from 10.00 to 12.45 Moscow time.

15.14. Unless otherwise established hereby or follows from the nature of the order, an order for conversion operation / trade will contain the following information:

- order date;
- corporate name / surname, name, patronymic of the client;
- brokerage services agreement number and date;
- funds in the amount of / amount in figures and in words;
- source currency;
- currency to be converted into;
- exchange rate;
- client's signature;
- order validity period;
- order submission date.

Upon agreement with «GCIC», Ltd., the Client may submit an order containing additional conditions for execution thereof.

The Broker interprets any order for a Conversion transaction as Request for a Currency swap, if the order drawn up in the standard form contains a note in the "Note" column – "SWAP".

15.15. Unless otherwise established by the order, an order for conversion operation will be valid during the day on which an order is submitted by the client.

15.16. The grounds for refusal to execute an order may be as follows:

- order is non-compliant with the established requirements;
- impossibility of execution of an order;
- reasonable doubts in powers of the person who submitted an order (including - apparent discrepancy between the signature in the order and the specimen signature provided by the client);
- illegible conditions of the order;
- insufficient funds in the currency of the amount debited for execution of the order;
- submission of an order on the time not prescribed hereby for submitting an order;
- at the discretion of the Broker;
- other cases established hereby.

15.17. The Client will be entitled to cancel the submitted order for conversion operation before the execution thereof begins. Partial cancellation is not allowed. To cancel an order to perform a conversion operation, the Client can use Appendix No. 16 to these Regulations. The order will be considered as canceled if, after the expiry of its validity period, the order is not executed.

## **16. Suspension of Rendering Services.**

16.1. The Broker will be entitled to suspend the provision of services provided for hereby to the client in the following cases:

- a) if the client violates the obligations to pay for services or reimburse the Broker for expenses;
- b) if the client has stated objections to the submitted reports or if the client has violated the obligations to sign and provide reports and orders, including registers of orders and instructions of the client, transactions and operations made based on these orders/instructions;
- c) if the client has violated the obligations under the depository agreement related to payment for services and reimbursement of expenses of "GCIC", Ltd.;



d) if the client or a third party, at the expense and in the interests of which the client acts, refused to provide documents at the request of "GCIC", Ltd. within the framework of internal control procedures of "GCIC", Ltd.

16.2. The provision of services will be resumed after elimination of the reason for suspension of the provision thereof. In case if "GCIC", Ltd. suspends rendering services due to the client's violation of the obligations to sign and to provide the signed reports, the services will be resumed within 24 hours from the day when the client notified "GCIC", Ltd. on the fact of eliminating this violation over the telephone or by any other means provided for herein for the exchange of documents.

## **17. Broker's Fee and Payment of Expenses.**

17.1. Unless otherwise specified in a separate supplementary agreement, the Broker will collect from the Client a fee for all services provided for herein in accordance with the Broker's tariffs agreed by the Parties.

17.2. The amount of the Broker's applicable tariffs for the services provided for herein will be stated in Appendix No. 11 hereto, unless otherwise stipulated by the brokerage services agreement or agreement between the parties. In this case, the tariff chosen by the Client when entering into the Agreement or other last tariff agreed by the parties will be considered as applicable tariff for the Clients using the current tariff plan, which is not given in Appendix No. 11 hereto.

17.3. Where necessary, the Broker and the Client may promptly agree on the amount of the Broker's fee for transactions or other operations. The amount of fee will be considered as agreed if the Broker executes a Request/Order for over-the-counter transaction of the Client, the additional Conditions of which contain the Client's proposals on this matter. The amount may be agreed orally.

17.4. In all cases, the Broker's fee amounts will be withheld by the Broker independently, without prior acceptance by the Client.

17.5. The Broker's fee for transactions will be calculated and withheld in one of the following ways at the discretion of the Broker:

- on the day of the transaction,
- not later than the 10<sup>th</sup> (tenth) business day of the month following the month of the transaction.

17.6. In addition, apart from paying the Broker's fee, the Client will reimburse the Broker's expenses related to execution of the Client's Orders.

17.7. The expenses collected from the Client will include the following types of expenses:

- commission fee collected by trading authorities, including the Clearing Center's fee;
- commission fees of third parties related to conclusion and settlement of transactions concluded in accordance with the Client's Requests;
- expenses for sending reports to the Client using express mail (collected in the amount actually incurred);
- bank commission fees related to crediting/debiting of cash, delivery of funds as well as associated with the prompt execution of the Client's Orders for transfer/redistribution of funds;
- other expenses if they are directly related to the transaction (other operation) conducted by the Broker in the interests of the Client.

17.8. The list of expenses given in Clause 17.7 may be reduced by absorbing certain types of expenses by the Broker's tariff. The Broker will be entitled not to collect any expenses from the Client without prior notice to the Client.

17.9. In all cases, the amounts of reimbursement will be collected by the Broker independently, without prior acceptance by the Client in one of the following two ways (as may be selected the Broker):

- upon payment of the above expenses by the Broker.

- in accordance with the Broker's report for the month not later than the 10<sup>th</sup> (tenth) business day of the month following the month in which the Broker actually paid the expenses.

17.10. If there are no sufficient funds on the Client's account to settle the transactions, to satisfy the Broker's fee requirements or to pay the required expenses, the Broker will be entitled to suspend execution of any Client's Requests and Instructions reducing the Client's Position, except for those aimed at meeting the Broker's requirements.

17.11. Information about publicly announced tariffs of third parties, the payment costs of which are reimbursed by the Client in connection with the Client's transactions and operations, is provided by publishing on the Broker's Website. Such information may contain information about the types of expenses and the procedure for determining them (in the form of a fixed amount of expenses (in rubles or foreign currency), or in the form of calculating the amount as a percentage of the transaction amount, or as a percentage per annum) or another procedure for determining the amount of expenses. Additionally, in the absence of relevant data on the Broker's Website, the Broker may communicate such data to the Client in any other way, in writing or orally.

17.12. The Broker has the right at its sole discretion to charge a fee in foreign currency in cases where it does not contradict the current legislation. If the Broker's fee is charged in rubles according to the transactions whose obligations are denominated in U.S. dollars (other than from ruble to foreign currency), the calculation of interest made at the rate of Central Bank of Russian Federation on the date of payment of the transaction.

17.13. If there is a debt to the Broker, the Client is obliged to transfer the necessary funds within 3 (three) working days from the date of occurrence of such debt. If there is a debt on the Client's account for a long time (more than one calendar week), the Client hereby instructs the Broker to make transactions for the sale of the required number of securities at the choice of the Broker or for the closure of part of the Client's open positions on derivatives in such a way that the amount accounted for on the Client's account after the sale is sufficient to meet the requirements for the client's overdue obligations, taking into account penalties, if the penalties are to be applied.

## **18. Accounting of Transactions and Operations, Broker's Reporting to the Client.**

18.1. The Client's transactions and operations will be accounted for by the Broker separately from transactions and other operations of other Clients, as well as own transactions and operations of the Broker.

18.2. The Broker will submit the following reports to the Client:

18.2.1. Daily reporting:

– a report on transactions and operations with securities conducted in the interests of the Client during the day;

– a report on futures transactions and related operations conducted in the interests of the Client during the day;

– a report on transactions and operations in the foreign exchange market during the day.

18.2.2. Periodic reporting:

– a report on transactions and operations with securities conducted in the interests of the Client for the reporting period;

– a report on futures transactions and related operations conducted in the interests of the Client for the reporting period;

– a report on transactions and operations in the foreign exchange market for the reporting period.

18.3. The reporting period will be as follows:

– a calendar month, subject to available operations on the Client's accounts;

– a quarter, subject no operations and a non-zero balance on the Client's accounts;

– other period at the Client's request.

18.4. Terms of reporting:

18.4.1. The reports specified in Subclause 18.2.1. will be provided upon the Client's request no later than the end of the working day following the day of performance of the transaction/operation.

18.4.2. The reports specified in Subclause 18.2.2 will be provided to the Client no later than the fifth business day following the last day of the reporting period or the day of receipt of the request from the Client.

18.5. Methods of reporting:

18.5.1. The reports will be provided to the Client:

- by e-mail - to the address specified in the Client's Application Form;
- in the Broker's office;
- in the User Account;
- by other means to be agreed with the Client.

18.6. Upon providing the report to the Client in electronic form (by e-mail, in the User Account), the report shall contain surname and initials of the Broker's officer, responsible for maintaining of internal accounting and (or) responsible for signing of the reports.

Presence of the surname and the initials of the officer in the report, to be provided in electronic form, shall be deemed equivalent to the officer's signature, and indicates that information contained in the report is confirmed by this officer.

18.7. The date of the Report receipt by the Client shall be deemed the date of submission and/or provision of the report by the Broker. The report to be submitted by e-mail shall be deemed as accepted by the Client from the date of submitting thereof by e-mail.

18.8. The Client shall read the Broker's reports no later than the date of their submission and/or provision, and if the Client disagrees with transactions and/or any operations, the Client shall immediately inform the Broker thereof.

18.8. If within 3 (three) business days from the date of submission of a report the Client has not provided any motivated written objections and comments (in accordance with Section 22 hereof), then such Broker's report shall be deemed as accepted by the Client and it shall mean that the Client has no claims. No subsequent claims shall be accepted. The Broker shall not be entitled to restrict the Client's rights by stipulating the possibility of exercising thereof by approving the reports, or otherwise induce the Client to approve the reports against its will.

18.10. The report on transactions and operations with securities conducted in the interests of the Client during the day (Appendix No. 13) will contain:

- date of the report;
- name and/or unique code (number) of the Client;
- brokerage services agreement number and date;
- reporting period;
- information regarding each transaction or operation to be concluded during the reporting period;
- information regarding loans to be granted for margin transactions;
- information regarding Client's assets indebtedness;
- information regarding transactions, obligations of which are terminated, and transactions, obligations of which are not fulfilled;
- opening balance on Client's funds and securities;
- Client's securities and cash flow for the reporting period;
- closing balance on Client's funds and securities;
- planned closing balance on Client's funds and securities;
- amount of the Broker's fee for the reporting period;
- amount of other expenses, subject to reimbursement by the Broker for the reporting period.

18.11. The report on futures transactions and related operations to be conducted in the interests of the Client during the day (Appendix No. 13) will contain:

- date of the report;
- name and/or unique number of the Client;
- brokerage services agreement number and date;
- reporting period;
- information regarding each futures transaction to be concluded for the reporting period or operations related thereto;
- information regarding open positions, flow of the standard contracts;
- opening, closing, planned closing balance of funds, including the estimated collateral value, provided by the Trading Rules in the futures market;
- cash flow for the reporting period;
- amount of the Broker's fee for the reporting period;
- amount of the Broker's expenses, related to conclusion of futures transactions;
- amount of funds free from obligations on open positions / amount of funds required for deposition on positions opened in the Client's account;
- information regarding Security amount.

18.12. The report on transactions and operations in the foreign exchange market (Appendix No. 13) shall contain:

- date of the report;
- name and/or unique code (number) of the Client;
- brokerage services agreement number and date;
- reporting period;
- information regarding each transaction or operation to be concluded in the foreign exchange market during the reporting period;
- information regarding the Client's debt on assets;
- information regarding transactions, obligations of which are terminated, and transactions, obligations of which are not fulfilled;
- opening balance on the Client's funds;
- Client's cash flow for the reporting period;
- closing balance on the Client's funds;
- planned closing balance on Client's funds;
- amount of the Broker's fee for the reporting period;
- amount of other expenses, subject to reimbursement by the Broker for the reporting period.

18.13. For Clients that are non-residents of the Russian Federation the form to be made in two languages (Russian and English) and specified in Appendix No. 13 can be used.

18.14. The broker shall submit to the person with whom the relevant Agreement has been terminated, upon written request, the reporting documents, if the period of storage of internal accounting records on the basis of which the reporting is made has not expired.

18.15 At the request of the Client or a person who was a Client, the Broker will provide a copy of the previously submitted reports. A copy of the reports will be provided on paper no later than 10 (Ten) business days from the day when the Broker receives the respective request from the Client or a person who was a Client.

A copy of the reports will be provided personally to the Client or a person who was a Client in writing at the Broker's office or by postal service to the address specified in the Client's

Application Form or in a request for a copy of the reports. The Broker will be entitled to charge a fee for a copy of the reports on paper provided at the request of the Client or a person who was a Client. The amount of the said fee will not exceed the amount of expenses for preparation thereof.

18.16. The Broker will be entitled to change the form of reports stipulated hereby, provided that all the above information is preserved.

18.17. In addition to the report provided for herein, the Broker, upon the Client's request, will provide additional documents stipulated by the legislation of the Russian Federation, including information on the amount of calculated and withheld income tax in accordance with the legislation of the Russian Federation - annually no later than April 1, following the results of the previous calendar year.

## **19. Tax Liabilities.**

19.1. The Client will be liable for compliance with the tax legislation of the Russian Federation.

19.2. In cases prescribed by the applicable legislation of the Russian Federation, the Broker will act as a tax agent when calculating, estimating, withholding and paying personal income tax (hereinafter - PIT).

19.3. PIT will be calculated by the Broker:

- at the end of the tax period;
- when making payments of funds (withdrawal of securities) to the Client or to a third party from the Client's account by the Client's Order;
- in other cases prescribed by the applicable legislation of the Russian Federation.

19.4. When selling securities purchased by the Client without the Broker's participation, the deduction in the amount of documented expenses will be provided by the Broker upon the Client's application.

19.5. An individual will submit the following documents as a documentary confirmation of the respective expense:

- originals or duly certified copies of documents based on which the individual has incurred the respective expenses (securities purchase and sale agreements);
- brokerage reports;
- documents confirming the transfer of rights under the respective securities to the taxpayer (extracts from the register, depository);
- fact and amount of payment of the respective expenses (bank payment order marked as executed, receipt);
- other documents, in accordance with the requirements of the applicable tax legislation of the Russian Federation.

The copies of all documents will be accepted by the Broker subject to mandatory submission of the original.

19.6. If the Broker has no documents specified in Clause 19.5 as of the date of sale of securities by the Broker that were purchased by the Client independently without the Broker's participation, as well as in the event that the Broker refused to accept the submitted documents confirming the expenses, the Broker will take the purchase price of such securities equal to zero in order to calculate personal income tax.

## **20. Information Support.**

20.1. In addition to the reporting provided for in Section 18 hereof, the Broker will prepare and submit, at the Client's requests, the information materials, including:

- official information of the trading authority for trading participants, including official reports on the parameters of forthcoming auctions (hereinafter - exchange information);
- information on corporate actions of the issuers of securities available on the Client's custody accounts;
- information on changes in tariffs and working conditions of the trading authorities;
- information provided for by Federal Law No. 46-FZ dated 05.03.1999 " On the Protection of the Rights and Legitimate Interests of Investors in the Securities Market»;
- information provided by the Standard;
- other information upon the Client's requests.

20.2. The specified information will be provided by the Broker by posting on the Broker's Internet site or by automated distribution to the Client's electronic address ( e-mail) and, if required, by postal mailing.

20.3. In accordance with the legislation on the protection of rights and legal interests of investors in the securities market, the Broker as a professional participant of the securities market will, at the Client's request, provide the following documents and information on itself:

- copies of licenses for professional activities in the securities market;
- a copy of the document on state registration as a legal entity;
- information on the authorized capital, amount of own funds and reserve fund;
- information on the authority that issued a license for professional activities in the securities market (name, address, telephone number).

20.4. In accordance with the legislation on the protection of rights and legal interests of investors in the securities market, the Broker as a professional participant of the securities market will, at the Client's request, provide it with the following information (other than information, the list of which is determined by federal laws and other regulatory acts of the Russian Federation):

20.4.1. When the Client acquires securities:

- information on state registration of the issue of these securities and the issue registration number, and in case of a transaction with securities which issue is not subject to state registration in accordance with the requirements of federal laws - identification number of the issue of such securities;
- information contained in the decision to issue these securities and in the issue prospectus;
- information on prices of these securities in on-exchange trading during six weeks preceding the request, if these securities are included in the quotation list of the exchange, or information on the absence of these securities in the quotation lists of exchanges;
- information on prices at which these securities were purchased and sold by the Broker during six weeks preceding the request, or information that such operations were not conducted;
- information on valuation of these securities by the rating agency recognized in accordance with the procedure established by the legislation of the Russian Federation.

20.4.2. When the Client alienates securities:

- information on prices of these securities in on-exchange trading during six weeks preceding the request, if these securities are included in the quotation list of the exchange, or information on the absence of these securities in the quotation lists of exchanges;
- information on prices at which these securities were purchased and sold by the Broker during 6 weeks preceding the request, or information that such operations were not conducted.

20.5. The Broker will charge a fee for provision of information materials on paper in the amount of the cost of copying it in accordance with its own published tariff.

20.6. The Client undertakes to use the Exchange Information provided by the Broker solely for purposes of participation in the trading (decision to submit/not to submit requests, conclude transactions) in the respective market. In case if the Client uses the Exchange Information for

purposes other than the purposes of participation in the trading, one of the following sanctions will be applied to the Client:

- warning of violation of the use of the Exchange Information in writing;
- suspension of provision of the Exchange Information prior to elimination of violations committed by the Client regarding the use of this information;
- termination of provision of the Exchange Information;

20.7. In the event of a conflict of interest, the Broker is obliged to notify the Client of the occurrence of such conflict and take all necessary measures to resolve it in favor of the Client.

20.8. The procedure for access to Exchange information and use of Exchange information is determined by a separate agreement between the Client and the Broker.

20.9. The Federal Law "On protection of the rights and legitimate interests of investors in the securities market" provides guarantees of protection of investors' rights, such guarantees include:

20.9.1. the right to demand in the order established by the civil legislation of the Russian Federation change or termination of the agreement with the professional participant in case of violation by the last of requirements about providing information, and also providing doubtful, incomplete and (or) misleading information (item 7 of Art. 6 of the Law);

20.9.2. the terms of contracts that limit the rights of investors in comparison with the rights provided by the legislation of the Russian Federation on the protection of the rights and legitimate interests of investors in the securities market are negligible (paragraph 2 of article 4 of the Law)

20.9.3. establishment of terms of handling of complaints and applications of investors by the Federal Executive body for the securities market and other Federal Executive bodies regulating the securities market (article 7 of the Law);

20.9.4. protection of the rights and legitimate interests of investors by the Federal Executive authorities on the securities market in court (article 14 of the Law);

20.9.5. protection of the rights and legitimate interests of investors by self-regulatory organizations (article 15 of the Law) , the procedure for handling of complaints and applications of investors by the self-regulatory organization (article 16 of the Law), the right to create self-regulatory organization of compensation and other funds in order to compensate for the damage suffered by investors by individuals as a result of the activities of professional participants of members of self-regulated organizations (article 17 of the Law);

20.9.6. the creation of the State program of protection of investors' rights in terms of compensation payments to investors-physical persons (article 19 of the Act) (as at the date of commencement of this edition of the Regulations in force, compensations to investors-individuals in the framework of this program are not actually paid).

20.10. Upon the Client's request, the Broker provides additional information on the rights and guarantees provided by the legislation on protection of the rights and legitimate interests of investors in the securities market.

20.11 Information related to the provision of brokerage services, including information specified in paragraph 2.1 of the Standard, as well as documents containing this information, information about the amount or procedure of calculation of the Broker's remuneration, other types and amounts of payments (the procedure for determining the amounts of payments) that the Client (a person intending to become a Client) will have to pay for providing him with financial services, is disclosed on the Broker's Website.

At the request of the Client a copy, certified by the authorized person of the Broker, of the Contract, internal documents, referred to in the Agreement in force on the date specified in the request within the term of the Agreement, Broker Reports, and documents for transactions on the securities market committed by a Broker on behalf of a Client, should be provided in a period not exceeding thirty calendar days from the date of receipt of the request of the Client addressed to the Broker at any time but not later than five years from the date of termination of the

Contract, if other term is not established by Federal laws and regulations adopted in accordance with them.

The following information about contracts that are derivative financial instruments should be provided by the broker to the Client upon request within a period not exceeding five business days from the date of receipt of such request by the Broker,:

- specification of a contract that is a derivative financial instrument (if the underlying asset of a derivative financial instrument is another derivative financial instrument, the specification of such contract that is a derivative financial instrument is also provided);
- information about the amount of money to be paid at the time of conclusion of the contract, which is a derivative financial instrument;
- source of information about the price fluctuation (value) of the underlying asset for the last six months preceding the date of conclusion of the contract, which is a derivative financial instrument (if the Broker has information about such a source).

## **21. Confidentiality.**

21.1. The parties undertake not to disclose to third parties information classified as confidential information in accordance with these Regulations. The parties are responsible for the disclosure of confidential information in the manner prescribed by the legislation of the Russian Federation and these Regulations.

21.2. The Broker undertakes to limit the circle of its employees admitted to information on the Client in such a way that their number does not exceed the amount required to fulfill the obligations provided for herein.

21.3. The Broker undertakes not to disclose to third parties the information on operations, accounts and details of the Client, unless the disclosure of such information is expressly authorized by the Client or follows from the need to execute its Request, as well as in cases provided for by the applicable legislation of the Russian Federation.

21.4. The client agrees to the provision by Broker of the confidential information about the Client, about the Client's Assets, transactions and operations with them, to competent state bodies (including the judiciary) on their written requests, as well as in the implementation of actions stipulated by the legislation of the Russian Federation by these bodies. The client also agrees to the provision by the Broker of confidential information to depositories, clearing organizations, registrars, trading organizers, self-regulatory organizations of which the broker is a Member, if it is necessary for the performance of Broker's obligations under the Agreement or it is provided by the regulatory legal acts of the Federal Executive authority for the securities market, the rules of the trading organizers, or the rules of membership in these self-regulatory organizations.

21.5. The Client undertakes not to disclose to any third parties, without the written consent of the Broker, any information that comes to its notice in connection with the fulfillment of the provisions hereof, unless such disclosure is directly related to the need to protect its own interests in the manner established by the legislation of the Russian Federation.

## **22. Submission of Claims and Settlement of Disputes.**

22.1. All disputes and disagreements between the Broker and the Client regarding the Broker's services in the securities market and other actions provided for herein will be resolved through negotiations.

22.2. For disputes arising from the Agreement, a mandatory pre-trial claim settlement procedure is established. Before bringing a claim to the court, a Party that believes that its rights have been violated, is obliged to send a claim to the other party on paper. The claim must contain the requirements of the interested Party and their justification with an indication of the other



party violated the law or the terms of the Contract. The claim must be accompanied by copies of documents confirming the circumstances set out in it. When submitting a claim in electronic form, the party submitting the claim undertakes to provide the other Party with the original of the claim in hard copy not later than 15 (fifteen) calendar days from the date of sending the claim

22.3. The party that received the claim is obliged to send a reasoned response within 15 days after receiving the claim. If the decision on the claim and the provision of a reasoned response requires further study and verification, the party who received the claim within 15 days from the date of receipt of the claim shall notify the party submitting the claim in writing and notify it of the timing of the reasoned response. In any case, the period of response to the claim may not exceed 30 days from the date of receipt of the claim. If the current legislation imperatively establishes other terms of consideration of claims, the response to the claim shall be given within the terms established by the current legislation.

22.4. The Broker will accept the Client's claims regarding the submitted Report within 3 (three) business days from the moment of providing the Client with the Report. When submitting a claim in electronic form, the client undertakes to provide the original of the claim signed by him in writing not later than 15 (fifteen) calendar days from the date of submission of the Report to the Client.

22.5. The Broker's response on the results of consideration of the Client's claim, including explanations of further procedure for clarifying the dispute, will be provided to the Client in writing in person in the Broker's office or by postal service to the address specified in the Client's Application Form. The date of receipt of the Response on the results of consideration of the Client's claim by the Client provided by postal delivery will be determined by the date indicated on the return receipt.

22.6. The Broker will keep copies of the claims received from the Client and responses thereto during five years.

22.7. If within 30 days from the date of sending the claim, the submitting Party considers the claims contained in the claim to be unsettled, the submitting Party has the right to file these claims in court.

22.8. If the dispute between the Parties cannot be resolved through negotiations, such dispute shall be settled in court:

22.8.1. in Zamoskvoretsky district court of Moscow - for disputes between the Broker and the Client-physical person if the amount of dispute (claim, requirements) exceeds 50 000 rubles of the Russian Federation;

22.8.2. Magistrate of court district No. 102 of Zamoskvorechye district of Moscow - for disputes between the Broker and the Client an individual if the amount of dispute (claim, requirements) does not exceed 50 000 rubles of the Russian Federation;

22.8.3. in the Arbitration court of Moscow - for disputes between the Broker and the Client – legal entity.

22.9. Procedure for consideration of appeals and complaints.

The Broker accepts and considers Clients' appeals (complaints) in accordance with the procedure established by the Broker's internal document, which is freely available on the Broker's Website.

## **23. Responsibility of parties**

23.1. The client is responsible to the Broker:

- for losses caused to the Broker by the Client or the fault of the Client because of the late provision of information or distortion of information transferred from the Client to the Broker, and also for untimely and incomplete provision of Broker required documents;

- for losses caused to the Broker as a result of untimely and/or incomplete execution by the Client of its obligations under contracts concluded by the Broker on the basis of the client's orders.

23.2. The parties are exempt from compensation for losses arising from non-performance or improper performance of their obligations, if such non-performance/improper performance was the result of force majeure arising after the conclusion of the parties to the agreement on the provision of brokerage services (Agency agreement), and independent of the will of the Parties. Such circumstances include, in particular, fires, earthquakes, floods, civil unrest, the entry into force of acts of Russian and foreign public authorities of a prohibitive nature, decisions of public authorities that significantly worsen the conditions of performance and/or make it impossible to fulfill obligations in full or in part.

23.3. The broker is not responsible to the Client:

- for losses caused by the acts or omissions of the Broker, if the Broker reasonably relied on the instructions of the Client contained in the Client's orders and reasonably considered such orders as coming from the Client, as well as the information lost its credibility due to delays in bringing her Client to the Broker or which is knowingly false, and in connection with the failure to provide or untimely provision by the Client to the Broker information and/or information and/or documents necessary for the execution by Broker of its obligations;

- for the results of investment decisions made by the Client on the basis of analytical materials provided by the Broker;

- for non-execution or improper execution by third parties of transactions concluded pursuant to the Client's order by the Broker;

- for losses caused to the Client in case of violation by the clearing chamber (settlement Bank), serving the stock exchange or the organizer of trades, its obligations under the agreement concluded between the clearing chamber (settlement Bank) and the Broker, as well as for violations by other infrastructure organizations of its obligations, as a result of which losses were caused to the Client;

- for any losses caused to the Client as a result of the Broker's sale of the Client's securities in the process of the Broker's compulsory sale of the Client's securities in accordance with the terms of these Regulations;

- for non-execution and / or improper execution of the client's orders, if it was the result of an accident of computer networks, power grids or telecommunication systems directly used to accept orders or provide other securities trading procedures, as well as illegal actions of third parties, including organizations that provide trading and settlement and clearing procedures in the trading systems used.

23.4. The Party referring to the force majeure circumstances shall be obliged to inform the other Party not later than 3 (three) days from the date of their occurrence about their occurrence by any means available along with the mandatory confirmation of receipt of such notification by the other Party.

23.5. The occurrence of force majeure circumstances at the time of delay in performance of its obligations by the Client and/or the Broker, deprives the relevant Party of the right to refer to these circumstances as grounds for exemption from liability.

23.6. The Client is solely responsible for compliance with the requirements of Federal Law No. 224-FZ dated 27.07.2010 "On Countering the Misuse of Insider Information and Market Manipulation and on Amendments to Certain Legislative Acts of the Russian Federation", including the prohibition:

- on the use of insider information

- to carry out transactions with financial instruments, foreign currency and (or) goods related to insider information, at their own expense or at the expense of a third party, with the exception of transactions within the framework of the fulfillment of an obligation to purchase or sell financial instruments, foreign currency and (or) goods, the due date of which has come, if such the obligation arose as a result of an operation performed before the insider information became known to the person;

- by transferring it to another person, with the exception of cases when this information is transferred to a person included in the list of insiders in connection with the performance of

duties established by federal laws, or in connection with the performance of labor duties or the performance of a contract;

- by giving recommendations to third parties, obliging or otherwise encouraging them to purchase or sell financial instruments, foreign currency and (or) goods;
- to carry out actions related to market manipulation.

23.7. A person who has unlawfully used insider information and/or carried out market manipulation is liable, including administrative and criminal, in accordance with the legislation of the Russian Federation.

## **24. Amendment of the Regulations, other provisions.**

24.1. The amendments of present Regulations, including amendments of tariff plans for the provision of services in the securities markets, will be made by the Broker independently and unilaterally.

24.2. Changes to these Regulations are approved by the Broker and brought to the attention of Clients by publication on the Broker's Website. The Broker has the right to notify the Client(s) additionally of amendments to the Regulations in other ways, while, regardless of whether the broker has notified The Client (s) of amendments to the Regulations in other ways, the publication of changes to the Regulations on the Broker's Website means the proper execution of the Broker's obligation to notify.

24.3. The client undertakes to regularly review the content of the Broker's Website and bears the risk of adverse consequences in case of failure to fulfill this obligation.

24.4. Any changes to the Regulations from the moment of their entry into force shall apply to all Clients, including Clients who have concluded an Agreement with the Broker before the change of the Regulations.

24.5. If the Client does not agree with the changes in the Regulations, the Client has the right to withdraw from the Agreement (terminate the Agreement) by providing the Broker with a notice of refusal (termination) of the Agreement no later than the fifth working day after the publication of the changes in the Regulations on the Broker's Website. The notice shall be provided in hard copy and shall contain a reference to this clause of the Regulations.

After providing the Broker with the notification specified in this clause, the Client assumes obligations under clause 25.8. Regulations. Subject to the Client's compliance with Clause 25.7.2 of the Regulations, the Agreement shall be terminated on the 10th (tenth) business day after the date of the notification provided for in this clause.

If on the 10th (tenth) working day after the date of the notification provided for in this Clause the obligations specified in Clause 25.7.2 of the Regulations are not fulfilled, the relations of the Parties shall be governed by Clause 25.8 of the Regulations.

Otherwise, unless otherwise expressly provided in this Clause, the relationship of the Parties related to the termination of the Contract under this Clause shall be governed by section 25 of the Regulations.

24.6. The client shall be deemed to have accepted the terms of the new version of the Regulations if the Client fails to provide the Broker with a notice of termination of the Agreement within the period specified in clause 24.5 of the Regulations. Additional (but not necessary) confirmation of the fact of the Client's consent to the changed terms of the Regulations is the Client's continued use of the Broker's services after the new version of the Regulations enters into force. In particular, submission of any applications and instructions, signing of reports and performance of any actions stipulated by the Regulations shall be considered as performance of actions confirming acceptance of the new edition of the Regulations.

24.7. The new version of the Regulations shall enter into force on the date specified in such new version. The effective date of a new edition of the Regulations in force may be designated

as the date of the occurrence of certain events (the entry into force of changes of the laws, rules of trades and etc, specified in the new edition of the Regulations). The date of entry into force of the new version of the Regulations may not occur earlier than 10 (tenth) calendar day after the date of publication of the new version of the Regulations on the Broker's Website.

24.8. In case the broker changes the Terms and conditions of the current tariff, Clients working on this tariff are automatically transferred to the updated tariff. The new tariff is applied by the Broker starting from the date of entry into force of the changes. If the Client does not agree with the terms of the changed tariff, he can contact the Broker and change the terms of the tariff or switch to another valid tariff by signing an agreement with the Broker in accordance with Clause 24.9 of these Regulations.

24.9. In case the Broker introduces changes to the existing tariff plans approved in Annex 11, the new tariff, the Client can switch to the new tariff plan by signing an agreement with the Broker in the form of Appendix 2 to the Regulations. The same procedure applies if the Client wants to change the previous tariff. For Clients which are not residents of the Russian Federation the form in two languages (Russian and English) given in Appendix No. 2 can be used.

24.10. In case of exclusion of the tariff previously approved in Appendix 11 by Broker, the terms of the tariff are not changed for Clients who choose this tariff, (except in the case of signing between the Client and Broker agreement on tariff change in accordance with clause 24.9 hereof).

24.11. The terms of services of the Broker established by these Regulations may be amended or supplemented by a separate agreement between the Client and the Broker.

## **25. Procedure for withdrawal from the Agreement (termination of the Agreement)**

25.1. The Client and the Broker have the right at any time to refuse to perform the concluded Agreement (terminate the Agreement) unilaterally without explaining the reasons for refusal. The Agreement may also be terminated by agreement of the parties.

25.2. The client shall cancel the Agreement by written notice to the Broker not later than 30 (thirty) calendar days prior to the expected date of cancellation (except for cases when the Client refuses the Agreement due to disagreement with the changes in the Regulations in accordance with the procedure and within the terms established by Clause 24.5 of the Regulations). The date of the Broker's notification of withdrawal from the Agreement shall be the date of receipt by the Broker of the original notification on paper. The Broker has the right to demand compensation for losses caused by the Client's refusal of the Agreement, except for the cases established by the legislation of the Russian Federation.

25.3. The Broker shall cancel The Agreement by written notice to the Client not later than 30 (thirty) calendar days prior to the intended date of cancellation. The date of the notice will be deemed either the date of receipt by the Client of the original notice in hard copy, or in the case of non-receipt by Client of a notice on the paper in connection with the failure to deliver postal items at the Client's address – date of receipt of a notice in the post office of the Client.

25.4. The refusal of either party to the Agreement does not release the Client from the obligation to pay the Broker a fee for the services rendered to the Client before the termination of the Agreement, as well as to reimburse the Broker for the costs incurred by the Broker.

25.5. Not later than the date of termination of the Agreement, the Client is obliged to repay all his obligations arising from the Agreement to the Broker, and the Broker, in the absence of the client's debt, is obliged to return all the free funds of the Client to the Client's Bank account.

25.6. After notification of refusal from the Contract was sent to the Client from the Broker or to the Broker from the Client, the Broker is entitled to refuse the execution of orders, directives or orders, not directly related to the withdrawal of funds and securities, and assignments not directly related to closing previously open positions of the Client.

25.7. In the period after the notice of either party to the other party to withdraw from the Agreement and before the date of termination of the Agreement on the basis of such notice, the Client undertakes:

25.7.1. to fulfill its obligations under the Agreement, including obligations to pay the Broker's fees and reimburse the Broker's expenses in connection with the execution of the client's orders, as well as obligations on previous transactions and other operations

25.7.2. to ensure that there are no open for all deals made in the framework of the Agreement by 11 o'clock Moscow time of the day, which should be the last day of validity of the Agreement in accordance with the notification. In particular, the Client undertakes to ensure the closure of any open positions of the Client on all previously concluded derivative financial instruments by submitting orders to the Broker for counter-transactions with the same counterparties or otherwise.

25.8. If the Client fails to comply with the conditions specified in clause 25.7.2, the Client shall be deemed to have submitted termless orders to close all open positions at prices and conditions at the discretion of the Broker. If, for any reason, the submission of such orders has not led to the closure of positions before the end of the working day, when the Agreement shall be terminated on the basis of a notice of withdrawal from the Agreement, the Agreement shall remain in Force until the day when all positions opened under the Agreement will be closed, unless otherwise provided by an additional agreement of the Parties, and the Broker shall have the right to refuse to execute orders, requests or instructions not directly related to the withdrawal of funds and securities, as well as orders, not directly related to the closing of previously opened positions of the Client.