

Approved by  
Order No. 53 of the General Manager  
of Open Joint-Stock Company  
"SAINT PETERSBURG EXCHANGE",  
of 01 October 2013  
(as amended by Order No. 55 of 16  
October 2013)

## **Regulations of Repository Services Of Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE"**

### **Section I**

These Regulations of Repository Services of Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE" (hereinafter referred to as the "Regulations") shall establish the procedure for, and terms and conditions of, providing of repository services by Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE" in accordance with Russian securities market law.

#### **1. Terms and definitions**

**Currency Swap** means an agreement that envisages the obligation of one party to transfer currency to the second party in ownership and the obligation of the second party to accept and pay for the currency, as well as the obligation of the second party to transfer currency to the first party in ownership and the obligation of the first party to accept and pay for the currency, and that does not envisage any other obligations of the parties to pay or to transfer currency (cash).

**Master Agreement** means a master agreement (single agreement) between any two Clients, on the terms and conditions of which transactions are to be concluded off exchange.

**Transaction(s)** means a transaction/ transactions concluded off exchange on the terms and conditions of the Master Agreement.

**Repo Transaction** means a transaction which falls within the category of repo transactions under Russian law.

**Request** means a request sent to the Repository in such manner and on such terms and conditions as provided for herein.

**Reporting Party** means an individual or a legal entity designated by the Client(s) for the purpose of reporting data on any single Master Agreement and/or any single Transaction according to the terms and conditions of the Repository Services Agreement.

**Client** means a person who entered into a Repository Services Agreement with the Repository.

**Electronic Signature Verification Key (Verification Key)** means an electronic signature verification key in the meaning attributed thereto in Federal Electronic Signature Law No. 63-FZ dated 06 April 2011 or an electronic digital signature public key in the meaning attributed thereto in Federal Electronic Digital Signature Law No. 1-FZ dated 10 January 2002.

**Electronic Signature Key** means an electronic signature key in the meaning established in Federal Electronic Signature Law No. 63-FZ dated 06 April 2011 or an electronic digital signature private key in the meaning of Federal Electronic Digital Signature Law No. 1-FZ dated 10 January 2002.

**Client Area** means a part of the Repository's Software which is closed to third parties and may be accessed by a Client only, using the authentication means, and complying with the procedure, set forth herein.

**Reporting Party Area** means a part of the Repository's Software which is closed to third parties and may be accessed by a Reporting Entity only, using the authentication means, and complying with the procedure, set forth herein.

**Option transaction (Option)** means a derivative financial instrument, which is an option agreement under Russian law.

**Repository's Software** means the software used by the Repository to provide repository services in

accordance with these Regulations.

**User Documents** means the Repository's document posted on the Repository's Website and containing information on the procedure for compiling and sending Notifications, Requests, and other Electronic Documents using the Repository's Software.

**Rules** means the "Rules for Maintaining a Register of Transactions Concluded on the Terms and Conditions of a Master Agreement (Single Agreement), for Reporting Data Required for Maintenance of the Register and Data from the Register, and for Providing this Register to the Federal Executive Authority for the Securities Market" as approved by Order No. 11-68/pz-n of the Federal Service for Financial Markets dated 28 December 2011.

**Derivative financial instrument** means a derivative financial instrument under Russian law.

**Regulations** means these Regulations together with any and all schedules hereto.

**Register of Transactions** means a register of Transactions maintained by the Repository pursuant hereto and to the Rules.

**Repository** means Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE" that functions as a repository in accordance with Russian securities market law, in particular, in accordance with the Rules.

**Repository Services Agreement** means an agreement of repository services concluded according the terms and conditions of the present Regulations.

Repository Code means the code assigned by the Repository according to these Regulations.

**Repository's Website** means the Repository's website at [www.spbexchange.ru](http://www.spbexchange.ru).

**Swap transaction (Swap)** means a derivative financial instrument, which is a swap agreement under Russian law.

**Electronic Signature Key Certificate** means an electronic signature verification key certificate in the meaning attributed thereto in Federal Electronic Signature Law No. 63-FZ dated 06 April 2011 or a signature key certificate in the meaning attributed thereto in Federal Electronic Digital Signature Law No. 1-FZ dated 10 January 2002.

**Electronic Signature Use Agreement** means an Electronic Signature Use Agreement as approved by Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE".

**Notification** means an Electronic Document or a hard-copy document sent to the Repository and containing data on a Master Agreement and/or a Transaction, as provided for herein.

**Electronic Notifications Specification** means the Repository's document posted on the Repository's Website and containing information on the structure and contents of Notifications and Requests to be sent in electronic format as well as on the structure and contents of Status Notifications to be sent in electronic format.

**Schedule of Fees** means the Repository's document setting forth the amount of fees to be paid for the services provided by the Repository in accordance with the present Regulations.

**Status Notification** means the Repository's Notification sent to the Clients and/or Reporting Parties and containing information on a Notification sent to the Repository or on a Repository Services Agreement, in the format set forth in the Electronic Notifications Specification.

**Forward transaction (Forward)** means a derivative financial instrument, which is a forward agreement under Russian law.

**Electronic Signature** means an electronic signature under Russian law, which complies with the requirements set forth herein.

**Electronic Document** means a document containing data in electronic and digital format.

The terms not defined elsewhere in these Regulations shall be used in their meanings set forth in Russian law, including the Rules, and/or internal documents of Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE".

## **2. Repository Information**

**2.1.** Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE" functions as a repository in accordance with the Rules.

**2.2.** Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE" is a legal entity established under Russian law.

**2.3.** Open Joint-Stock Company “SAINT PETERSBURG EXCHANGE” is a stock exchange (stock exchange license No. 077-10457-000001 dated 02 August 2007 issued by the Federal Service for Financial Markets and valid indefinitely).

**2.4. Address and Bank Details of the Repository:**

**Location address:** 38 Dolgorukovskaya Street, Bldg 1, 127006, Moscow

**Mailing address:** 38 Dolgorukovskaya Street, Bldg 1, 127006, Moscow

**INN (TAXPAYER’S IDENTIFICATION NUMBER):** 7801268965

**KPP (TAX REGISTRATION REASON CODE):** 770701001

**Bank account details:**

Settlement account 40701810700260000020 with OJSC VTB Bank

Correspondent account 3010181070000000187

BIC 044525187

**3. General Provisions**

**3.1.** These Regulations set forth the procedure for the Repository’s carrying out its functions, the rules for using its services, including the rights and duties of its Clients, data formats, the principal managerial and technical efforts intended to enable the Repository to carry out its functions.

**3.2.** When carrying out its functions, the Repository shall:

**3.2.1.** be guided by the requirements of the securities market law, including the requirements of the Rules;

**3.2.2.** procure the integrity of received documents, Notifications, and records made by the Repository in accordance with these Regulations and the Rules, as well as the integrity of data entered into the Register of Transactions, their preservation from tampering and unauthorized access, and the safety of Electronic Signatures throughout the term of keeping such data and documents set forth in the Rules; and

**3.2.3.** comply with other requirements to a repository’s activity set forth in Russian law.

**3.3.** The entering by Clients into a Repository Services Agreement shall mean that they fully agree with the terms and conditions of these Regulations and any schedules hereto, as amended as at the date when the Clients enter into the Repository Services Agreement.

**3.4.** Any concerned person may gain an access to the Regulations of the Repository’s Website.

**3.5.** In accordance with these Regulations, the Repository provides the following repository services (hereinafter referred to as the “Services”):

**3.5.1.** to accept data on Master Agreements and Transactions, the types of which are listed in paragraph 3.6 herein;

**3.5.2.** to maintain the Register of Transactions in accordance with these Regulations and the requirements of the Rules in relation to particular types of the Transactions listed in paragraph 3.6 herein; and

**3.5.3.** to submit data entered into the Register of Transactions to the Clients being Master Agreement Parties and the Reporting Parties in such manner as set forth herein.

**3.6.** Pursuant to these Regulations, the Repository shall accept data on the following types of Transactions:

**3.6.1.** Repo Transaction;

**3.6.2.** Swap transactions of the following types:

- Currency Swap;
- Interest Rate Swap;
- Cross-Currency Interest Rate Swap;
- Commodity Swap;
- Equity Swap;
- Index Swap;
- Credit Default Swap (CDS);

**3.6.3.** Forward transactions of the following types:

- Deliverable Currency Forward;

- Non-Deliverable (Settlement) Currency Forward;
- Bond Forward;
- Equity Forward;
- Stock Basket Forward;
- Index Forward;
- Index Basket Forward;
- Commodity Forward;

**3.6.4.** Option transactions of the following types:

- Currency Option;
- Binary Currency Option;
- Stock Option;
- Stock Basket Option;
- Index Option;
- Index Basket Option;
- Commodity Option;
- Credit Swaption;
- Swaption;

**3.6.5.** the following agreements of another kind with the subject of securities and/or foreign currency:

- agreement of future interest rate;
- agreement fixing maximum and minimum interest rates (collar);
- agreement of purchase and sale of shares;
- agreement of purchase and sale of bonds;
- other types of agreements in the cases established by the Repository.

**3.7.** Copies of these Regulations and licenses listed in paragraph 2 herein, as certified by an authorized person's signature and the Repository's seal, shall be provided to Clients and Reporting Parties upon their request.

**3.8.** Although these Regulations may be translated into English, the English-language version herein is for information purposes only. In the event of any conflicts or inconsistencies between, or any dispute regarding the interpretation of any provision in, the Russian-language version and the English-language one, the Russian-language version herein shall prevail and issues of interpretation shall be addressed by reference to the Russian-language version only.

#### **4. Regulations Amendment Procedure**

**4.1.** These Regulations, including any Schedules hereto, shall be amended/supplemented by the Repository unilaterally.

**4.2.** The Repository shall notify the Clients of any amendments/supplements hereto by publishing its amended/supplemented version, along with information on their taking effect, on the Repository's Website.

**4.3.** If a Client disagrees with any amendments and/or supplements made hereto, the Client may waive the respective Repository Services Agreement in such manner as set forth therein. The Client's failure to take any action with a view to waiving the Repository Services Agreement in such manner as set forth therein shall mean that the Client agrees to the amendments/supplements made to these Regulations.

**4.4.** Any amendments and/or supplements to these Regulations shall be published on the Repository's Website at least Five (5) business days prior to the date of their taking effect, unless another term is established by the Repository for this purpose.

#### **5. Procedure for and Terms and Conditions of Electronic Document Exchange and Electronic Signature Use**

**5.1.** This paragraph of the Regulations sets forth the requirements to Electronic Signatures used by the Clients and/or Reporting Parties in instances envisaged herein as well as the procedure for and terms and conditions of using Electronic Signatures when signing and sending Electronic Documents.

**5.2.** An Electronic Signature that complies with the following requirements may be used for exchange

with Electronic Documents with the Repository hereunder:

**5.2.1.** The Electronic Signature should fall within the category of advanced qualified electronic signatures under Russian law (a “Qualified Electronic Signature”) or, if it is established by the Repository, advanced non-qualified electronic signatures under Russian law (a “Non-Qualified Electronic Signature”).

**5.2.2.** An Electronic Signature Key Certificate should comply with the requirements set forth by the Repository and posted on the Repository’s Website.

**5.3.** A Non-Qualified Electronic Signature may be used subject to the following:

**5.3.1.** The Clients (in particular, any one of the Clients) being a party to a Repository Services Agreement referred to in paragraph 7.2.2. herein, may use a Non-Qualified Electronic Signature, provided that both Clients being the parties to the Repository Services Agreement, have acceded to the Electronic Signature Use Agreement;

**5.3.2.** A Reporting Party may use a Non-Qualified Electronic Signature; provided that the Reporting Party has acceded to the Electronic Signature Use Agreement.

**5.4.** An Electronic Document may only be signed with an Electronic Signature, of which the Key Certificate has been provided to and registered by the Repository in the manner established by it.

**5.5.** An Electronic Document signed with an Electronic Signature shall have the same legal force and effect as a hard copy document signed by hand and shall entail legal consequences that such document is meant to entail.

**5.6.** An Electronic Document signed with an Electronic Signature on behalf of a legal entity shall be deemed to be equivalent to a hard copy document signed by hand and certified with the legal entity’s seal.

**5.7.** An Electronic Signature shall be deemed to belong to the individual who owns the respective Electronic Signature Key Certificate (in case of individual Clients and/or Reporting Parties) or to the legal entity whose representative owns the respective Electronic Signature Key Certificate (in case of Clients and/or Reporting Parties being legal entities).

**5.8.** If documents and/or data in the format of Electronic Documents are signed with a Client’s and/or Reporting Party’s Electronic Signature, this shall mean that such documents and/or data have been signed by an authorized person on behalf of such Client and/or Reporting Party and that such documents and/or data are genuine and reliable.

**5.9.** The risk that an Electronic Document will be unlawfully signed by third parties using the Electronic Signature of a Client and/or Reporting Party owning such Electronic Signature shall be borne by such Client and/or Reporting Party. The Repository shall not be liable to a Client and/or Reporting Party in the event that any Electronic Document is unlawfully signed by any third party using the Electronic Signature of such Client and/or Reporting Party.

**5.10.** The Repository shall bear no liability for any actions of a Client and/or Reporting Party, as well as their representatives, whose term of powers or whose Electronic Signature Key Certificate has expired and/or terminated.

**5.11.** A Client and/or Reporting Party shall approve any and all actions taken as a result of exchanging Electronic Documents signed with the Electronic Signature of such Client and/or Reporting Party and shall assume any and all rights and duties arising out of such actions.

**5.12.** A Client and/or Reporting Party shall be liable for safety and proper use of Electronic Signature Keys in accordance with Russian law.

**5.13.** The time of creation, receipt, or dispatch of Electronic Documents using the Repository’s Software shall be the time of the server on which the Repository’s Software runs. The time of the Repository’s Software server is synchronized with one of the exact time servers via NTP (Network Time Protocol is a networking protocol for synchronization of the internal computer or server clocks); synchronization takes place once every hour.

## **6. Notifications**

### **6.1. Types of Notifications**

In accordance with these Regulations, Notifications of the following types shall be sent to the Repository:

No.	Master Agreement/type of Transaction, with respect to which the Notification is sent	Notification Type
6.1.1.	Master Agreement	Notification of a Master Agreement Notification of amending a Master Agreement Notification of termination of a Master Agreement
6.1.2.	Repo Transaction	Notification of entering into a Repo Transaction Notification of amending a Repo Transaction Notification of execution of a Repo Transaction Notification of termination of all Repo Transactions Concluded on the basis of the Master Agreement
6.1.3.	Currency Swap	Notification of entering into a Currency Swap Notification of amending a Currency Swap Notification of execution of a Currency Swap
6.1.4.	Interest Rate Swap	Notification of entering into an Interest Rate Swap Notification of amending an Interest Rate Swap Notification of execution of an Interest Rate Swap
6.1.5.	Cross-Currency Interest Rate Swap	Notification of entering into a Cross-Currency Interest Rate Swap Notification of amending a Cross-Currency Interest Rate Swap Notification of execution of a Cross-Currency Interest Rate Swap
6.1.6.	Commodity Swap	Notification of entering into a Commodity Swap Notification of amending a Commodity Swap Notification of execution of a Commodity Swap
6.1.7.	Equity Swap	Notification of entering into an Equity Swap Notification of amending an Equity Swap Notification of execution of an Equity Swap
6.1.8.	Index Swap	Notification of entering into an Index Swap Notification of amending an Index Swap Notification of execution of an Index Swap
6.1.9.	Credit Default Swap (CDS)	Notification of entering into a Credit Default Swap Notification of amending a Credit Default Swap Notification of execution of a Credit Default Swap
6.1.10.	Deliverable Currency Forward	Notification of entering into a Deliverable Currency Forward Notification of amending a Deliverable Currency Forward Notification of execution of a Deliverable Currency Forward
6.1.11.	Non-Deliverable (Settlement) Currency Forward	Notification of entering into a Non-Deliverable (Settlement) Currency Forward Notification of amending a Non-Deliverable (Settlement) Currency Forward Notification of execution of a Non-Deliverable (Settlement) Currency Forward
6.1.12.	Bond Forward	Notification of entering into a Bond Forward Notification of amending a Bond Forward Notification of execution of a Bond Forward
6.1.13.	Equity Forward Stock Basket Forward Index Forward Index Basket Forward	Notification of entering into an Equity Forward/Stock Basket Forward/Index Forward/Index Basket Forward Notification of amending an Equity Forward/Stock Basket Forward/Index Forward/Index Basket Forward Notification of execution of an Equity Forward/Stock Basket Forward/Index Forward/Index Basket Forward
6.1.14.	Commodity Forward	Notification of entering into a Commodity Forward Notification of amending a Commodity Forward Notification of execution of a Commodity Forward
6.1.15.	Currency Option	Notification of entering into a Currency Option Notification of amending a Currency Option Notification of execution of a Currency Option
6.1.16.	Binary Currency Option	Notification of entering into a Binary Currency Option Notification of amending a Binary Currency Option Notification of execution of a Binary Currency Option

6.1.17.	Stock Option Stock Basket Option Index Option Index Basket Option	Notification of entering into a Stock Option/Stock Basket Option/Index Option/Index Basket Option
		Notification of amending a Stock Option/Stock Basket Option/Index Option/Index Basket Option
		Notification of execution of a Stock Option/Stock Basket Option/Index Option/Index Basket Option
6.1.18.	Commodity Option	Notification of entering into a Commodity Option
		Notification of amending a Commodity Option
		Notification of execution of a Commodity Option
6.1.19.	Credit Swaption	Notification of entering into a Credit Swaption
		Notification of amending a Credit Swaption
		Notification of execution of a Credit Swaption
6.1.20.	Swaption	Notification of entering into a Swaption
		Notification of amending a Swaption
		Notification of execution of a Swaption
6.1.21	Agreement of future interest rate	Notification of entering into an Agreement of future interest rate
		Notification of amending an Agreement of future interest rate
		Notification of execution of an Agreement of future interest rate
6.1.22	Agreement fixing maximum and minimum interest rates (collar)	Notification of entering into a Collar Agreement
		Notification of amending a Collar Agreement
		Notification of execution of a Collar Agreement
6.1.23	Agreement of purchase and sale of shares	Notification of entering into an Agreement of purchase and sale of shares
		Notification of amending an Agreement of purchase and sale of shares
		Notification of execution of an Agreement of purchase and sale of shares
6.1.24	Agreement of purchase and sale of bonds	Notification of entering into an Agreement of purchase and sale of bonds
		Notification of amending an Agreement of purchase and sale of bonds
		Notification of execution of an Agreement of purchase and sale of bonds

## 7. Repository Services Agreement

**7.1.** The Repository services under the present Regulations are provided on the basis of the agreements of repository services (hereinafter referred to as the "Repository Services Agreement").

**7.2.** Repository Services Agreement may be concluded on the terms specified in paragraph 7.2.1 of the Regulations and/or on the terms established in paragraph 7.2.2 of the Regulations, namely:

**7.2.1.** Repository Services Agreement may be concluded between a Client, on the one hand, and the Repository, on the other hand, under the conditions established in Sections I and II herein;

**7.2.2.** Repository Services Agreement may be concluded between the Clients being Master Agreement Parties, on the one hand, and the Repository, on the other hand, under the conditions established in Sections I and III herein;

**7.3.** The Clients being Master Agreement Parties may not entered into a Repository Services Agreement referred to in paragraph 7.2.2 herein, if each of such Clients concluded a Repository Services Agreement referred to in paragraph 7.2.1 herein, and on the basis of such Repository Services Agreements information is provided on at least one Master Agreement, where the said Clients are the parties to.

**7.4.** The Clients being a party to one Master Agreement and a party to Repository Services Agreement with the Repository, referred to in paragraph 7.2.2 of the Regulations, may not provide information on Master Agreements concluded between such Clients and/or the agreements concluded on the conditions of the said Master Agreements, on the basis of Repository Services Agreements, referred to in paragraph 7.2.1 of the Regulations, concluded by each of the Clients.

**7.5.** To enter into a Repository Services Agreement, the entity intending to conclude a Repository Service Agreement (hereinafter referred to as the "Applicant") shall submit to the Repository a questionnaire for registration with OJSC "SAINT PETERSBURG EXCHANGE" Repository (hereinafter referred to as the "Registration Questionnaire") according to the templates in Schedules No. 6.1 or No. 6.2 to these Regulations, as well as the documents listed in paragraph 7.6 of these Regulations.

Upon receiving the Registration Questionnaire, the Repository shall assign the Repository Code to the Applicant. The Repository Code shall be sent by the Repository to the Applicant's e-mail address specified in the Registration Questionnaire or shall be communicated to the Applicant's representative

acting on the basis of a power of attorney issued according to the template in Schedules 7.1-7.2 to these Regulations or a similar power of attorney, upon personal arrival at the Repository's office. A power of attorney issued on behalf of an individual shall be notary certified.

**7.6.** In order to enter into a Repository Services Agreement, the following documents shall be submitted to the Repository (hereinafter referred to as the "Registration Documents"):

a) for individuals being Russian nationals:

- a copy of a passport or another document that constitutes an identity document under Russian law; and

b) for individuals not being Russian nationals:

- a copy of a passport or another document that constitutes an identity document under the laws of a respective foreign country, accompanied with its notarized Russian translation;

c) for legal entities established under Russian law:

- the constitutive documents of the legal entity with all registered amendments and supplements thereto (their copies certified by the legal entity or notarized copies);

- the legal entity's state registration certificate (for legal entities registered before 01 July 2002, a certificate of making an entry on the legal entity in the Unified State Register of Legal Entities) and a certificate of state registration of amendments made to the legal entity's constituent documents (notarized copies), or the Record Sheets of the Unified State Register of Legal Entities (notarized copies);

- a document evidencing the appointment (election) of a person authorized to act on behalf of the legal entity without a power of attorney (a copy of minutes/resolution on his/her appointment or election, which shall be certified by the legal entity or notarized, or an extract from such minutes or resolution on his/her appointment or election);

- a certificate of registration of the legal entity with a tax authority at the location of the entity within the territory of the Russian Federation (a notarized copy);

d) for legal entities established under the laws of a foreign country:

- the constitutive documents of the legal entity, in accordance with the laws of the country of its incorporation (registration), together with any registered amendments and supplements thereto (their notarized copies or copies certified by an authorized governmental body);

- a document evidencing, in accordance with the laws of the country of the legal entity's incorporation (registration), state registration of the legal entity (a notarized copy or a copy certified by an authorized governmental body);

- a certificate of registration with a tax authority within the territory of the Russian Federation, if available (a notarized copy);

- a document evidencing the domicile of the legal entity (a notarized copy or a copy certified by an authorized governmental body);

- a document evidencing the election or appointment of a director(s) of the legal entity (a notarized copy or a copy certified by an authorized governmental body).

Unless otherwise envisaged by law of the Russian Federation and/or international treaties of the Russian Federation, the registration documents submitted by legal entities established under the laws of a foreign country must be duly legalized (apostilled) and translated into Russian (and a notary shall confirm that the translation is accurate or certify the translator's signature). The Repository shall have a right to request other documents in addition to those listed in this paragraph unless this contradicts Russian law.

The Repository may refrain from requesting Registration Documents if such Registration Documents in the following cases:

- if the appropriate Registration Documents are already available to Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE";

- if the Client is a member of RTS Financial Market Development Nonprofit Partnership (hereinafter "NP RTS"), and the appropriate Registration Documents are already available to NP RTS.

**7.7.** If the Repository Services Agreement and/or the Registration Questionnaire are signed by an authorized person on behalf of the legal or physical entity, the Repository shall be provided with a power of attorney for such an authorized person (an original or its notarized copy), sealed by the legal entity. If a power of attorney is executed in a foreign language, the Repository shall be provided with a



certified translation of such power of attorney into the Russian language. If a power of attorney is issued by an individual, such power of attorney shall be notarized. If a power of attorney is executed in a foreign language, it shall be translated into the Russian language (and the notary shall confirm that the translation is accurate or certify the translator's signature).

Registration Documents and powers of attorney may be submitted by the Applicant in hard copy or, if it is established by the Repository, in electronic format (as Electronic Documents).

Hard copy Registration Documents shall be submitted to the Repository at its address specified in paragraph 2 herein (at the Repository's office).

Registration Documents in the format of Electronic Documents shall be submitted in the following manner: as scanned copies of documents signed with an Electronic Signature of the respective Client and to be sent to the Repository's electronic address specified by the latter.

**7.8.** A Repository Services Agreement may be entered into in hard copy or in electronic format.

**7.9.** The hard copy Repository Services Agreement is concluded as following:

- the Repository Services Agreement specified in paragraph 7.2.1 herein is signed according to the template in Schedule No. 1.1 hereto;
- the Repository Services Agreement specified in paragraph 7.2.2 herein is signed according to the template in Schedule No. 1.2 hereto.

**7.10.** A Repository Services Agreement in electronic format shall be entered into according to paragraphs 7.11 or 7.12 herein.

**7.11.** A Repository Services Agreement in electronic format, specified in paragraph 7.2.1 herein, shall be concluded by an exchange of Electronic Documents between the Client and the Repository with the use of the Repository Software, as following:

**7.11.1.** The Client generates a Notification of Repository Services Agreement (hereinafter referred to as the Repository Services Agreement Notification) with the use of the Repository Software and in accordance with the Electronic Notifications Specification. The Repository Services Agreement Notification shall contain the following information specified by the Client:

- the Client's Repository Code;
- full name of the Client.

**7.11.2.** The Client shall sign the Repository Services Agreement Notification using the Client's Electronic Signature and shall send it to the Repository using the Repository's Software in such manner as established in the User Documents.

**7.11.3.** Upon reception of the Repository Services Agreement Notification sent by the Client, the Repository verifies compliance of such Notification with the provisions of these Regulations and, upon results of such verification, sends one of the following Status Notifications to the Client:

- Status Notification with "RJCT" in the "status" field (hereinafter referred to as the Status Notification RJCT);
- Status Notification with "ADDING" in the "status" field (hereinafter referred to as the Status Notification ADDING).

**7.11.4.** Each of the Status Notifications referred to in paragraph 7.11.3 of these Regulations shall be sent by the Repository on the basis of the Client's Request or to the address that the Client may specify in the Repository Services Agreement Notification for the purpose of receiving such a Status Notification. The Request referred to in this paragraph shall be generated in such manner as established in the Electronic Notifications Specification and shall be sent after the Repository Services Agreement has been signed by the Client; the return address, to which the Status Notification shall be sent under this paragraph, shall be specified by the Client in such manner as set forth by the Electronic Notifications Specification. The Status Notification is also available in the Client Area and at that, the Client is not required to submit a Request or specify a return address.

The Status Notification shall be considered as received by the Client after it is sent by the Repository and if the Status Notification is received by the Client in the Client Area, after the Status Notification is placed in such Client Area. The time of sending the Status Notification to the Client and/or its placement in the Client Area is registered by the Repository Software in accordance with the technical documentation.

**7.11.5.** The Status Notification RJCT is sent by the Repository in the following cases:

- if the Repository Services Agreement Notification is signed by an unauthorized person;
- if the Repository Services Agreement Notification does not contain the information specified in paragraph 7.11.1 of these Regulations or the said information contains errors;
- if the Repository Services Agreement Notification does not meet the requirements of the Electronic Notifications Specification;
- if the Repository Services Agreement Notification does not meet other requirements of these Regulations.

If the Client receives the Status Notification RJCT, the Client shall make the required changes in Repository Services Agreement Notification and resend it to the Repository.

**7.11.6.** The Status Notification ADDING is sent by the Repository in the following cases:

- if the Repository Services Agreement Notification is signed by an authorized person;
- if the Repository Services Agreement Notification meets the requirements of paragraph 7.11.1 of these Regulations and the Electronic Notifications Specification;
- if the Repository Services Agreement Notification meets all other requirements of these Regulations.

The Status Notification ADDING means that the Repository has received the Repository Services Agreement Notification. The Repository Services Agreement Notification shall be deemed to have been received by the Repository at the time registered by the Repository Software as the time of signing of the said Status Notification by the Repository.

**7.11.7.** Upon receiving the Repository Services Agreement Notification, the Repository sends the Status Notification with "REGISTERED" in the "status" field (hereinafter referred to as the Status Notification REGISTERED) to the Client. The said Status Notification is sent to the Client in the same manner as the Status Notification provided for in paragraph 7.11.3 of these Regulations. The Status Notification REGISTERED means that the Repository has signed the Repository Services Agreement. The Repository Services Agreement shall be deemed to have been signed by the Repository at the time registered by the Repository Software as the time of signing of the Status Notification REGISTERED by the Repository.

**7.11.8.** The Repository Services Agreement shall be deemed to have been signed by the Parties after the Repository signs the Status Notification REGISTERED. The Repository Services Agreement shall be considered as signed at the time registered by the Repository Software as the time of signing of the said Status Notification by the Repository. The Repository Services Agreement shall be deemed to have been concluded between the Client, whose Repository Code is indicated in Status Notification REGISTERED, on the one hand, and the Repository, on the other hand, on the conditions established in Sections I and II herein with respect to those Agreement types, for reporting on which the Client designates a Reporting Party, as of the time when the Client designates the said Reporting Party in such manner as set forth in Sections I and II of these Regulations.

**7.11.9.** The Repository shall assign a unique number to the Repository Services Agreement within its record-keeping system (hereinafter referred to as the "Repository Services Agreement Number"). The Repository Services Agreement Number is specified by the Repository in the Status Notification REGISTERED.

**7.11.10.** The Repository Services Agreement concluded in the electronic form according to paragraph 7.12 of these Regulations, may be converted by the Repository into the text format upon the Client's request and submitted to the latter in a hard copy certified by the Repository.

The Clients hereby acknowledge that any hard copies of the Repository Services Agreement and/or other Electronic Documents received from the Repository shall be an indisputable proof of conclusion of such a Repository Services Agreement or submission of the corresponding electronic documents, and confirm that the hard copy of the Repository Services Agreement certified by the authorized signature and seal of the Repository shall be legal evidence in court and may be presented there as sufficient evidence relevant to the case under consideration.

The Clients and the repository hereby confirm that the evidence confirming the fact of receiving/sending Electronic Documents by the Repository in accordance with these Regulations, including the Repository Services Agreement Notifications and Status Notifications, shall be the records made with the use of the Repository Software and in accordance with the technical documentation. Such records shall be an indisputable proof that the Repository has received/sent a corresponding Electronic Document and can

be presented in court as evidence relevant to the case under consideration.

**7.12.** A Repository Services Agreement in electronic format, specified in paragraph 7.2.2 herein, shall be concluded by an exchange of Electronic Documents between the Clients and the Repository with the use of the Repository Software, as following:

**7.12.1.** Each of Clients generates a Notification of Repository Services Agreement Questionnaire (hereinafter referred to as the Repository Services Agreement Questionnaire Notification) with the use of the Repository Software and in accordance with the Electronic Notifications Specification.

The Repository Services Agreement Notification shall contain the following information specified by the Client:

- the Repository Code of the Client sending this Repository Services Agreement Notification;
- full name of the Client sending this Repository Services Agreement Notification;
- Repository Code of Client 2 intending to conclude the Repository Services Agreement;
- full name of Client 2 intending to conclude the Repository Services Agreement.

Information on the Client's Repository Code is provided to third parties, including those intending to conclude the Repository Services Agreement, by the Client with the corresponding Repository Code;

- Information on the method of billing in accordance with paragraph 21.2.2 of these Regulations.

Information on Repository Codes of the corporate Clients is also available in the Directory of Repository Codes of organizations published on the Repository's site in the Internet and in the Client Area. The said information has no legal value and is provided for information purposes only.

**7.12.2.** Each of the Clients shall sign its Repository Services Agreement Notification using the Client's Electronic Signature and shall send it to the Repository using the Repository's Software in such manner as established in the User Documents.

**7.12.3.** Upon reception of the Repository Services Agreement Notification sent by the Client, the Repository verifies compliance of such Notification with the provisions of these Regulations and, upon results of such verification, sends one of the following Status Notifications to the corresponding Client:

- Status Notification with "RJCT" in the "status" field (hereinafter referred to as the Status Notification RJCT);
- Status Notification with "ADDING" in the "status" field (hereinafter referred to as the Status Notification ADDING).

**7.12.4.** Each of the Status Notifications referred to in paragraph 7.12.3 of these Regulations shall be sent by the Repository on the basis of the Client's Request or to the address that the Client may specify in the Repository Services Agreement for the purpose of receiving such a Notification. The Request referred to in this paragraph shall be generated in such manner as established in the Electronic Notifications Specification and shall be sent after the Repository Services Agreement has been signed by the Client and received by the Repository; the return address, to which the Notification shall be sent under this paragraph, shall be specified by the Client in such manner as set forth by the Electronic Notifications Specification. The Status Notification is available in the Client Area and at that, the Client is not required to submit a Request or specify a return address.

The Status Notification shall be considered as received by the Client after it is sent by the Repository and if the Status Notification is received by the Client in the Client Area, after the Status Notification is placed in such Client Area. The time of sending the Status Notification to the Client and/or its placement in the Client Area is registered by the Repository Software in accordance with the technical documentation.

**7.12.5.** The Status Notification RJCT is sent by the Repository in the following cases:

- if the Repository Services Agreement Notification is signed by an unauthorized person;
- if the Repository Services Agreement Notification does not contain the information specified in paragraph 7.12.1 of these Regulations or the said information contains errors;
- if the Repository Services Agreement Notification does not meet the requirements of the Electronic Notifications Specification;
- if the Repository Services Agreement Notification does not meet other requirements of these Regulations.

If the Client receives the Status Notification RJCT, the Client shall make the required changes in Repository Services Agreement Notification and resend it to the Repository.

**7.12.6.** The Status Notification ADDING is sent by the Repository in the following cases:

- if the Repository Services Agreement Notification is signed by an authorized person;
- if the Repository Services Agreement Notification meets the requirements of paragraph 7.12.1 of these Regulations and the Electronic Notifications Specification;
- if the Repository Services Agreement Notification meets all other requirements of these Regulations.

Reception by the Client of the Status Notification ADDING means that the Repository has received the Repository Services Agreement Notification. The Repository Services Agreement Notification shall be deemed to have been received by the Repository at the time registered by the Repository Software as the time of signing of the said Status Notification by the Repository.

**7.12.7.** Upon receiving the Repository Services Agreement Notifications sent by both Clients and provided that the information provided by each of the Clients in such Notifications in accordance with paragraph 7.12.1 of these Regulations is consistent, the Repository sends the Status Notifications with "REGISTERED" in the "status" field (hereinafter referred to as the Status Notification REGISTERED) to the Clients.

The said Status Notifications are sent to the Clients in the same manner as the Status Notification provided for in paragraph 7.12.4 of these Regulations. The Status Notification REGISTERED means that the Repository has signed the Repository Services Agreement. The Repository Services Agreement shall be deemed to have been signed by the Repository at the time registered by the Repository Software as the time of signing of the first of the Status Notifications REGISTERED by the Repository.

**7.12.8.** The Repository Services Agreement shall be deemed to have been signed by the Parties after the Repository signs the Status Notification REGISTERED. The Repository Services Agreement shall be considered as signed at the time registered by the Repository Software as the time of signing of the said Status Notification by the Repository. The Repository Services Agreement shall be deemed to have been concluded between the Clients, whose Repository Codes are indicated in Status Notifications REGISTERED, on the one hand, and the Repository, on the other hand, on the conditions established in Sections I and III herein with respect to those Agreement types, for reporting on which the Clients designate a Reporting Party (Reporting Parties), as of the time when the Clients designate the said Reporting Party (Reporting Parties) in such manner as set forth in Sections I and III of these Regulations.

**7.12.9.** The Repository shall assign a unique number to the Repository Services Agreement within its record-keeping system (hereinafter referred to as the "Repository Services Agreement Number"). The Repository Services Agreement Number is specified by the Repository in the Status Notification REGISTERED.

**7.12.10.** The Repository Services Agreement concluded in the electronic form according to paragraph 7.12 of these Regulations, may be converted by the Repository into the text format upon the Client's request and submitted to the latter in a hard copy certified by the Repository.

The Clients hereby acknowledge that any hard copies of the Repository Services Agreement and/or other Electronic Documents received from the Repository shall be an indisputable proof of conclusion of such a Repository Services Agreement or submission of the corresponding electronic documents, and confirm that the hard copy of the Repository Services Agreement certified by the authorized signature and seal of the Repository shall be legal evidence in court and may be presented there as sufficient evidence relevant to the case under consideration.

The Clients and the repository hereby confirm that the evidence confirming the fact of receiving/sending Electronic Documents by the Repository in accordance with these Regulations, including the Repository Services Agreement Notifications and Status Notifications, shall be the records made with the use of the Repository Software and in accordance with the technical documentation. Such records shall be an indisputable proof that the Repository has received/sent a corresponding Electronic Document and can be presented in court as evidence relevant to the case under consideration.

## **8. Procedure for Providing Data Contained in the Register of Transactions, and Notifications of the Repository**

**8.1.** The Repository shall deliver the Register of Transactions to the Bank of Russia's Service for Financial Markets in such manner and within such deadlines as provided for in Russian law.

**8.2.** The Repository shall deliver extracts from the Register of Transactions to a receiver (liquidation

commission) of the debtor who is a party to the respective Transaction in such manner and within such deadlines provided for in Russian law, including the Rules.

**8.3.** The Repository shall, within one business day after the day of making an entry into the Register of Transactions, provide the Clients who are the Master Agreement Parties and/or the Reporting Party designated for submission of information on the respective type of Transaction. The said Notification shall be given to each of the Clients and to the Reporting Party by posting such Notification in the format stipulated by the Electronic Notifications Specification in the Client Area (Reporting Party Area).

**8.4.** The Repository shall, upon a written Request of the Client and/or the Reporting Party, provide the Client being a party to the respective Transaction and the Reporting Party designated for submission of information on the respective type of Transaction, provide them with an extract from the Register of Transactions within Five (5) business days after receiving the respective Request. Such Request may be submitted as follows:

- as an Electronic Document according to the template in the Electronic Notifications Specification;
- as a hard copy, as stipulated in Schedule No. 3 hereto.

**8.5.** An extract from the Register of Transactions shall be provided by the Repository by posting the extract from the Register of Transactions in the Client Area and/or the Reporting Party Area.

**8.6.** The login and access password to the Client Area and/or Reporting Party Area shall be provided to the Client and/or Reporting Party, correspondingly, upon a Request issued according to the templates in Schedules 5.1 and 5.2 hereto. The Repository provides the login and access password to the Client Area and/or Reporting Party Area in line with the Request issued by the Client and/or Reporting Party, correspondingly:

- to the e-mail address specified in the Request; if the Client and/or Reporting Party specify this method of the login and access password transfer in the corresponding Request, it should mean that they agree with such information transfer with the use of an insecure communications channel and assume all the risks related to unauthorized access by any third party to the information on the login and/or access password, as well as to any other information contained in the message sent by the Repository to the e-mail address specified in the corresponding Request, and confirm that the Repository shall not be liable in the event of unauthorized access to such information by any third party;
- in a sealed envelope to the Client and/or Reporting Party representative acting on the basis of a power of attorney issued according to the template in Schedules 4.1 and 4.2 to these Regulations or a similar power of attorney, in which case the transfer of the login and access password shall be confirmed by the transfer and acceptance certificate signed by the Repository and the corresponding Client or Reporting Party; if the said power of attorney is issued by an individual, it shall be notarized.

**8.7.** The Repository's refusal to provide an extract from the Register of Transactions may be appealed against in court by the Client and/or Reporting Party.

**8.8.** If the Repository is unable, due to technical reasons, to provide an extract from the Register of Transactions by the deadline set forth herein, the Repository shall, within the same period of time, give a Notification to the concerned person, specifying the time limits, within which it will provide the respective information.

**8.9.** Based on the Requests from Reporting Parties and/or Clients, the Repository shall send Notifications of Status containing information about Notifications sent to the Repository in electronic format, in the format envisaged in the Electronic Notifications Specification to the Reporting Parties and/or Clients.

## **9. Rights and Obligations of the Repository**

**9.1.** The Repository shall provide the Services according to the terms and conditions of the Repository Services Agreement.

**9.2.** The Repository shall issue to each Client and/or each Reporting Party, upon the Request drafted in the form set forth in Schedules 5.1 and 5.2 hereto, a login and a password enabling them to gain access their Client Area and/or Reporting Party Area, as the case may be, in such manner set forth in paragraph 8.6 herein.

**9.3.** The Repository shall perform other duties provided for herein.

**9.4.** The Repository shall have a right to temporarily suspend accepting Notifications in electronic format and/or accepting Requests in electronic format and/or sending data contained in the Register of

Transactions in electronic format upon the occurrence of any of the following circumstances making it impossible to accept such Notifications and/or Requests in electronic format and/or send such data from the Register of Transactions in electronic format:

- 1) introduction of the state of martial law or emergency, occurrence of any other natural and/or man-made circumstances;
- 2) improper operation of the Repository's Software and/or its part in the course of providing the Services (malfunctions);
- 3) any other circumstances that may result in improper operation of any software and/or equipment required to render the Services; or
- 4) any circumstances that may result in a failure to comply with the procedure for providing the Services.

The Repository shall disclose information on suspended accept of Notifications in electronic format and/or accepting Requests in electronic format and/or sending data contained in the Register of Transactions in electronic format on any grounds provided for in this paragraph within 15 minutes from the time when the respective reason occurred.

**9.5.** The Repository shall have a right to carry out maintenance works and suspend accepting Notifications in electronic format, and/or accepting Requests in electronic format and/or sending data contained in the Register of Transactions in electronic format in connection with such maintenance between 11.00 p.m. and 12.00 p.m. (Moscow time) every day and at any time on a day-off or on an official Russian holiday. If such maintenance needs to be carried out at any other time, the Repository may carry out the same; provided that it notifies of such maintenance by posting the appropriate Notification on the Repository's Website at least Ten (10) days prior to commencement date of such works.

## **Section II**

### **10. Subject Matter and General Provisions of the Repository Services Agreement**

**10.1.** Should the Client sign the Repository Services Agreement referred to in paragraph 7.2.1 herein, such Repository Services Agreement shall be considered as concluded between the Client, on the one hand, and the Repository, on the other hand, under the conditions established in Section I of these Regulations and this Section II of the Regulations (hereinafter referred to as Section II of the Regulations or this Section). At that, for the purposes of this Section II, the Repository and the Client shall hereinafter be jointly referred to as the "Parties" and separately, as a "Party".

**10.2.** Subject to the terms of the Repository Services Agreement, the Repository agrees to provide services to the Client involving keeping the Register of Transactions, acceptance of information on Master Agreements concluded by the Client, and Transactions entered into by the Client upon terms and conditions of the Master Agreements, the types of which are specified in paragraph 3.6 of the Regulations, according to the terms and conditions set forth in Sections I and II of these Regulations, while the Client hereby undertakes to pay for the said services according to the terms and conditions defined by the Sections I and II of these Regulations.

**10.3.** The Repository Services Agreement shall be governed by Russian law.

**10.4.** The terms used in the Repository Services Agreement shall have the meanings assigned to them in these Regulations and/or Russian law.

### **11. Rights and Obligations of the Parties to the Repository Services Agreement and the Reporting Parties**

**11.1.** In accordance with the Repository Services Agreement, the Repository shall exercise the rights and duties under Section I of the Regulations.

**11.2.** In accordance with the Repository Services Agreement, the Client shall have a right to:

**11.2.1.** designate Reporting Parties in accordance with Sections I and II of these Regulations;

**11.1.2.** obtain extracts from the Register of Transactions in such manner as set forth in paragraph 8 herein;

- 11.1.3.** make changes to details of the respective Master Agreements and/or Transactions contained in the Register of Transactions; and
- 11.1.4.** exercise other rights under Sections I and II of these Regulations.
- 11.2.** In accordance with the Repository Services Agreement, the Client is obliged to:
- 11.2.1.** comply with the requirements established by Sections I and II of these Regulations;
- 11.2.2.** notify the Repository of any changes in the data contained in Registration Documents and provide documents evidencing introduction of the corresponding changes; all risks of failure (delay) to submit the said information shall be borne by the Client;
- 11.2.3.** make changes to details of Reporting Parties designated by the Client promptly after such changes become effective; all risks of failure (delay) to submit the said information shall be borne by the Client;
- 11.2.4.** provide the Repository with complete and reliable information;
- 11.2.5.** independently monitor any amendments/supplements made by the Repository to these Regulations;
- 11.2.6.** pay for the Repository's Services in such manner and upon such conditions as provided for in Sections I and II of these Regulations;
- 11.2.7.** ensure compliance of the Reporting Parties designated by the Client with provisions of Sections I and II of these Regulations; the Client shall be liable for actions/omissions of a Reporting Party(ies) designated by such Client and shall bear any and all risks associated with such actions/inactions;
- 11.2.8.** keep confidential Electronic Signature Verification Keys and not transfer them to any third party as well as to make sure that the above duty is complied with by any representatives of such Client holding Electronic Signature Key Certificates (for corporate Clients). The Client shall be liable for failure to comply with the requirements provided for in this paragraph and shall bear any and all risks in connection with such failure, including the risk of the Client's Electronic Signature being used by an unauthorized person.
- 11.2.9.** not use Electronic Signature Verification Keys for signing any Electronic Documents with the respective Electronic Signature where the Client is aware that Electronic Signature Verification Keys are being or have been previously used by third parties, as well as to procure that the above duty is complied with by any representative of such Client holding Electronic Signature Key Certificates (for corporate Clients). The Client shall be liable for failure to comply with the requirements provided for in this paragraph and shall bear any and all risks in connection with such failure, including the risk of the Client's Electronic Signature being used by an unauthorized person.
- 11.2.10.** keep confidential any logins and passwords provided to the Client by the Repository to enable the former to gain access the Client Area; promptly notify the Repository of loss and/or disclosure of such logins and passwords and/or other events (actions) which entail or might entail the risk that information about any of the logins and passwords will be obtained by third parties. The Client shall be liable for failure to comply with the requirements provided for in this paragraph and shall bear any and all risks in connection with such failure, including the risk of the respective logins and passwords being used by an unauthorized person.
- 11.2.11.** fulfill other duties in the cases established in Sections I and II of these Regulations.
- 11.3.** A Reporting Party shall have a right to:
- 11.3.1.** send Notifications to the Repository in accordance with Sections I and II of these Regulations;
- 11.3.2.** send Requests for data on Master Agreements and Transactions to the Repository, in such instances and in such manner as provided for in paragraph 8 herein;
- 11.3.3.** receive extracts from the Register of Transactions containing data on Master Agreements and Transactions, in such instances and in such manner provided for in paragraph 8 herein; and
- 11.3.4.** exercise other rights under Sections I and II of these Regulations.
- 11.4.** A Reporting Party shall:
- 11.4.1.** comply with the requirements established by Sections I and II of these Regulations;
- 11.4.2.** keep confidential Electronic Signature Verification Keys and not transfer them to any third party as well as to make sure that the above duty is complied with by any representatives of such Client holding Electronic Signature Key Certificates (for corporate Reporting Parties). The Repository shall not be liable to the Clients for any failure by the Reporting Party to comply with the requirements provided

for in this paragraph. The Reporting Party and/or the Clients shall bear any and all risks in connection with such failure, including the risk of Reporting Party's Electronic Signature being used by an unauthorized person;

**11.4.3.** not use Electronic Signature Verification Keys for signing any Electronic Documents with the respective Electronic Signature where the Reporting Party is aware that such Electronic Signature Verification Keys are being or have been previously used by third parties, as well as to make sure that the above duty is complied with by any representatives of such Reporting Party that owns Electronic Signature Key Certificates (for corporate Reporting Parties). The Reporting Party shall be liable for failure to comply with the requirements provided for in this paragraph and shall bear any and all risks in connection with such failure, including the risk of the Reporting Party's Electronic Signature being used by an unauthorized person;

**11.4.4.** keep confidential any logins and passwords provided to the Reporting Party by the Repository to enable the former to gain access the Reporting Party Area; promptly notify the Repository of loss and/or disclosure of such logins and passwords and/or other events (actions) that entail or might entail the risk that information about any of the logins and passwords will be obtained by a third party. The Repository shall not be liable to the Clients for any failure by the Reporting Party to comply with the requirements provided for in this paragraph. The Reporting Party and/or the Clients shall bear any and all risks in connection with such failure, including the risk that any such logins and passwords might be used by an unauthorized person; and

**11.4.5.** fulfill other duties established by Sections I and II of these Regulations.

## **12. Reporting Parties**

**12.1.** Reporting Parties shall submit Notifications to the Repository.

**12.1.1.** The Client shall have a right to designate a Reporting Party for submission of information on Master Agreements in one of the following ways:

- 1) to designate one Reporting Party for submission of information on all Master Agreements, or
- 2) to designate a Reporting Party for submission of information on each and every Master Agreements, or
- 3) to designate a Reporting Party for submission of information on all Master Agreements concluded (being concluded) between the Client and the third party already having a Repository Services Agreement with the Repository, as such is specified in paragraph 7.2.1 herein.

**12.1.2.** The Client shall have a right to designate a Reporting Party for submission of information on Agreements in one of the following ways:

- 1) to designate a Reporting Party for submission of information on all Transactions concluded on the basis of all Master Agreements, or
- 2) to designate a Reporting Party for submission of information on each and every type of Transactions concluded on the basis of all Master Agreements, or
- 3) to designate a Reporting Party for submission of information on all Agreements concluded on the basis of each and every Master Agreement, or
- 4) to designate a Reporting Party for submission of information on each and every type of Agreements concluded on the basis of each and every Master Agreement, or
- 5) to designate a Reporting Party for submission of information on all Agreements concluded on the basis of Master Agreements referred to in subparagraph 3, paragraph 12.1.1, herein.

A Client or a third party may be designated as a Reporting Party.

If Clients designated several Reporting Parties for submission of information under the same Master Agreement and/or Transaction, each of the Reporting Parties shall have a right to send information under the respective Master Agreement and/or Transaction.

If information under a Master Agreement is sent to the Repository for the first time, such information may only be sent by the Reporting Party designated for the purposes of sending information under all Master Agreements.

**12.1.3.** A Reporting Party shall be designated in the following manner:

- 1) the Client shall designate a Reporting Party by providing details of the Reporting Party in a Reporting Party Questionnaire (hereinafter referred to as the "Reporting Party Questionnaire") according to the



template in Schedule No. 2.1 to these Regulations. If the Repository Services Agreement is entered into in electronic format, details of the Reporting Party shall be specified in the respective Reporting Party Questionnaire in electronic format, in accordance with the requirements set forth in the Electronic Notifications Specification.

2) Details of the Client specified in box 3 of the Reporting Party Questionnaire shall be identical to those contained in the Repository Services Agreement, to which such Client is a party.

The Reporting Party shall be deemed as designated for submitting Notifications on Master Agreements and/or Transactions specified in the Reporting Party Questionnaires, as of the time when the Repository receives the corresponding Reporting Party Questionnaire.

**12.1.4.** If a Reporting Party has been designated for sending Notifications about a Master Agreement(s) in accordance with this Section II of the Regulations (hereinafter referred to as the “Master Agreements Reporting Party”), such Master Agreements Reporting Party shall send the types of Notifications containing data on the Master Agreement(s), in relation to which it has been so designated as Reporting Party and which are listed in paragraph 6.1 of these Regulations.

**12.1.5.** If a Reporting Party has been designated for sending Notifications of Transaction(s) in accordance with this Section II of the Regulations (hereinafter the “Transactions Reporting Party”), such Transactions Reporting Party shall send the types of Notifications containing data on the Transaction(s), in relation to which it has been so designated as Reporting Party and which are listed in paragraph 6.1 of these Regulations.

**12.1.6.** The Client may change and/or recall the Reporting Party. Change in the Reporting Party shall be carried out by recalling the Reporting Party and designation of a new Reporting Party.

**12.1.7.** The Reporting Party shall be recalled in such manner as set forth for designation of the Reporting Party, by submitting a Reporting Party Recall Questionnaire according to the template in Schedule 2.2 to these Regulations, to the Repository.

**12.1.8.** The Reporting Party(ies) shall be deemed as recalled as of the time when the Repository receives a corresponding Questionnaire of recalling the Reporting Party(ies).

### **13. Submission of Notifications and Entering Data into the Register of Transactions**

**13.1.** Notifications shall be sent to the Repository in electronic format (in the format of an Electronic Document), and in the cases provided for herein, in hard copy. A Notification shall be sent to the Repository by the Reporting Party designated for sending the respective Notification.

**13.2.** Notifications in electronic format shall be sent to the Repository in accordance with the following procedure:

Notifications shall be sent using the Repository’s Software via the web interface or using web services.

Notifications shall be drawn up in compliance with the requirements set forth in Schedule No. 7 hereto.

A Notification shall bear the Electronic Signature of the Reporting Party designated for sending the respective Notification.

Notifications shall be sent to the Repository in one of the following formats:

- 1) in FpML (Financial products Markup Language) format; or
- 2) in XML (eXtensible Markup Language) format used to receive data about transactions concluded off exchange (OTC transactions) on the terms and conditions of the Master Agreement by the National Settlement Depository (NSD).

**13.3.** Hard copy Notifications may be sent to the Repository in the following cases:

1) in the event of a malfunction affecting the Repository that makes it impossible to send Notifications in electronic format, provided that the Repository has posted a Notification of the respective malfunction of the Repository’s Website in such manner as set forth herein;

2) in the event of a malfunction affecting the Reporting Party that makes it impossible to send Notifications in electronic format.

Hard copy Notifications shall be sent to the Repository in accordance with the following procedure:

Hard copy Notifications shall be drawn up in compliance with the requirements set forth in Schedule No. 7 to these Regulations.

A Notification shall be accompanied with the documents evidencing the powers of its signatory. A representative delivering the Notification to the Repository shall produce a power of attorney

authorizing him/her to do so.

Notifications shall be sent to the Repository's address specified in paragraph 2 herein (the Repository's office) by any means allowing to acknowledge delivery of the Notification to the Repository.

Notifications shall be accepted by the Repository during the Repository's business hours. If a Notification is delivered to the Repository after 6.00 p.m. on a business day under Russian law, such Notification shall be deemed as received by the Repository on the following business day.

**13.4.** The Repository will refuse to accept Notifications in the following cases:

- when a Notification is sent by a person not designated as a Reporting Party in relation to the respective type of Notifications;
- when the Electronic Signature of a Reporting Party failed to pass verification (in case of Notifications sent in electronic format);
- when documents to confirm authorities of the Reporting Party are missing (in case of hard copy Notifications); or
- when a Notification omits any information required to be specified in accordance with these Regulations and the Electronic Notifications Specification (in case of Notifications sent in electronic format) and/or such information is specified with violation of the requirements set forth in these Regulations and the Electronic Notifications Specification (in case of Notifications sent in electronic format);
- in the case referred to in paragraph 7.4 herein.

**13.5.** If there are no grounds for refusal to accept a Notification sent in electronic format, as provided for in paragraph 13.4 of these Regulations, the Notification shall be accepted by the Repository. In such a case, the Notification shall be deemed to have been sent, and the data contained in the Notification, to have been properly delivered to the Repository and to have been received by the Repository. Actual delivery of such Notification to the Repository shall be confirmed by a Notification of Status in the format set forth in the Electronic Notifications Specification.

If there are no grounds for refusal to accept a Notification sent in paper format, as provided for in paragraph 13.4 herein, the Repository shall issue to the Reporting Party(ies) or his/their representative a duplicate copy of the Notification bearing the Repository's signature and stamp.

**13.6.** Information on the Master Agreement where the Client is a party to, and/or of the Transaction concluded on the terms of such Master Agreement shall be entered in the Register of Transactions, provided that:

**13.6.1.** the Repository and the Client, being the second party to the Master Agreement, concluded the Repository Services Agreement referred to in paragraph 7.2.1 of the Regulations, and

**13.6.2.** the Repository in accordance with Repository Services Agreement referred to in paragraph 13.6.1 of the Regulations, received a Notification of the Master Agreement and/or the Transaction, and the information contained in the Notifications shall be specified in accordance with these Regulations and the Electronic Notifications Specification (for electronic Notifications) must be identical to each other.

**13.7.** The data contained in the Notifications shall be entered into the Register of Transactions, provided that there are no grounds for refusal to accept the Notification as provided for in paragraph 13.4 herein, and the Notification is accepted by the Repository.

**13.8.** The data contained in the Notifications shall be entered into the Register of Transactions in the manner envisaged in paragraphs 13.9 and 13.10 herein.

**13.9.** The data contained in the Notifications envisaged in subparagraph 6.1.1., paragraph 6.1, of these Regulations, as well as in the Notification of termination of all Repo Transactions concluded on the basis of the Master Agreement, as specified in subparagraph 6.1.2, paragraph 6.1 herein, shall be entered into the Register of Transactions as follows:

1) The data shall be entered into the Register of Transactions as the Repository receives Notifications, upon receipt by the Repository of the second Notification meeting the terms and conditions envisaged in paragraph 13.6 herein.

2) The data contained in the Notification shall be entered in the Register of Transactions, provided that the Repository received both Notifications satisfying the conditions specified in paragraph 13.6 of the Regulations, and the information in the earliest received Notification has not yet been included into the

Register of Transactions, or the Repository has not sent the Status Notification to confirm its refusal to enter such information into the Register of Transactions.

3) Information shall be entered into the Register of Transactions within one business day after fulfillment of all the conditions provided for in subparagraphs 1 and 2 of this paragraph.

**13.10.** The data contained in the Notifications envisaged in subparagraph 6.1.2, paragraph 6.1 (except for the Notification of termination of all Repo Transactions concluded on the basis of the Master Agreement), and subparagraphs 6.1.3 – 6.1.24, paragraph 6.1 herein, shall be entered into the Register of Transactions as follows:

1) The data shall be entered into the Register of Transactions as the Repository receives Notifications, upon receipt by the Repository of the second Notification meeting the terms and conditions envisaged in paragraph 13.6 herein.

2) The data contained in the Notification shall be entered in the Register of Transactions, provided that the Repository received both Notifications satisfying the conditions specified in paragraph 13.6 of the Regulations, and the information in the earliest received Notification has not yet been included into the Register of Transactions, or the Repository has not sent the Status Notification to confirm its refusal to enter such information into the Register of Transactions.

3) If both Notifications meeting the criteria specified in subparagraphs 1 and 2 of this paragraph, contain an indication to the Transaction's identification number and information of the Transaction's identification number is not identical, the data contained in these Notifications is not entered into the Register of Transactions, and the Repository sends the Status Notification confirming its refusal to enter the data contained in such Notifications into the Register of Transactions.

4) Information shall be entered into the Register of Transactions within one business day after fulfillment of all the conditions provided for in subparagraphs 1 and 3 of this paragraph.

5) The Status Notification confirming the refusal to enter the data contained in the Notification into the Register of Transactions shall be sent by the Repository in the manner envisaged in these Regulations and/or in the Electronic Notifications Specification within one business day after the refusal to enter the data contained in the respective Notifications.

**13.11.** The information contained in the Notification of the termination of the Master Agreement may not be included into the Register of Transactions, unless the information on termination of all Transactions concluded on the terms and conditions of such Master Agreement is included into the Register of Transactions.

**13.12.** The Repository will refuse to make an entry in the Register of Transactions in the following cases:

1) a Notification contains details of the Transaction concluded on the terms and conditions of the Master Agreement, but the information about such Master Agreement was neither included into the Register of Transactions nor provided concurrently with the Notification related to the Transaction;

2) a Notification is signed other than by an authorized signatory;

3) the details of the Master Agreement and/or the Transaction contained in the Notification have been already included into the Register of Transactions;

4) a Notification is received from a person who has not been designated as a Reporting Party in relation to the respective type of Notifications;

5) the provision of paragraph 13.6 herein is not fulfilled;

6) in other instances provided for by these Regulations.

**13.13.** If Notifications specified in paragraphs 6.1.2 – 6.1.24 herein are received by the Repository upon the expiry of three business days from the date of entering into, termination, or execution of the respective Transaction, such information shall be included into the Register of Transactions, respectively, and not provided to the receiver (a liquidation commission) of the debtor being a party to the respective Transaction pursuant to paragraph 8 herein.

#### **14. Repository's Fees**

**14.1.** A fee shall be paid to the Repository by the Client as following:

**14.4.1.** The fee shall be paid monthly, based on the invoices for the Services issued by the Repository for the month, during which the Services were provided (hereinafter referred to as the "Reporting Period").

**14.4.2.** If a Client is a resident of the Russian Federation, the invoice for the Services shall be issued in

rubles. If a Client is not a resident of the Russian Federation, the invoice for the Services shall be issued in euros at the exchange rate quoted by the Bank of Russia as of the invoice date.

**14.4.3.** An invoice should be paid within 10 business days from its receipt. The Client shall be considered as fulfilled the payment obligation after the funds are credited to the Repository's settlement account in the amount of One Hundred Percent (100%) of the fee payable to the Repository by the Client in accordance with the Schedule of Fees.

**14.4.4.** If a Client is an entity invoiced on the basis of several Repository Services Agreements, such Client may receive a single invoice for the total amount due under such Repository Services Agreements.

**14.4.5.** Along with invoicing the Client for the Services, the Repository shall send the Client the Services Certificate(s) for the respective Reporting Period. The Services shall be deemed as properly provided by the Repository to the Client during a certain Reporting Period if the Client files no complaints regarding the Services within Ten (10) days after issuance of the Services Certificate(s).

## **15. Liability**

**15.1.** The Parties to the Repository Services Agreement shall be liable for failure to perform or to duly perform obligations under the Repository Services Agreement, if and only they are at fault of such failure. A Party to the Repository Services Agreement failing to perform or improperly performing its obligations thereunder shall indemnify the other Party against actual damage incurred thereby. In no event shall the aggregate liability of the Repository under all claims arising out of the same cause, exceed the amount paid by the Client during the term of the Repository Services Agreement.

**15.2.** If the Client fails to perform or to duly perform the obligations to pay for the Repository's Services according to the Repository Services Agreement, the Repository shall be entitled to require, and the Clients shall be obliged to pay the Repository a penalty in the amount of 0.1% of the outstanding amount for each day of delay, provided that the total penalty may not exceed Ten Percent (10%) of the outstanding amount.

**15.3.** The Repository shall not be liable for any acts of any persons, as a result of which the Repository became unable to perform its obligations under the Repository Services Agreement, including for any acts causing malfunction of the Repository's Software and/or otherwise impeding the receipt of electronic Notifications.

**15.4.** The Repository shall not be liable for suspending the acceptance of Notifications and/or Requests in electronic format, and/or sending data from the Register of Transactions in electronic format in accordance with paragraphs 9.4 and 9.5 herein.

**15.5.** The Client shall independently bear all risks related to the use of hardware and software of the Client and/or Reporting Parties required for using the Services. The Repository shall not be liable if the Client and/or Reporting Parties have no technical capabilities to use the Services.

**15.6.** The Repository gives no warranties regarding:

- 1) compliance of the Repository's Software to the needs of the Client, possibility of using the Repository's Software in any particular way, and/or receiving any particular results from its use;
- 2) smooth and uninterrupted operation of the Repository's Software, and that it is error free.

**15.7.** The Repository shall not be liable in case if the Repository's Software does not, wholly or partially, meet the needs of the Client, causes any negative results and/or a failure to produce any positive results in case of its use. The Repository shall also be neither liable for any malfunction of the Repository's Software, nor for any adverse consequences of such malfunction.

## **16. The Term, Amendments, and Termination of the Repository Services Agreement**

**16.1.** This Repository Services Agreement shall be deemed concluded with respect to those types of Transactions, for sending information on which the Client designated the Reporting Party(ies), in such manner as envisaged in Sections I and II of these Regulations. At that this Repository Services Agreement shall be deemed to have been concluded with respect of the Transactions of the appropriate type upon designation by the Client of a Reporting Party(ies) for sending information on Transactions of such type.

**16.2.** The Repository Services Agreement shall remain effective during One (1) year from its conclusion with respect to the respective Transaction type. Unless at least Thirty (30) calendar days prior to the expiry date of this Repository Services Agreement either Party notifies otherwise, this Repository

Services Agreement shall be deemed extended for each subsequent year on the same terms and conditions.

**16.3.** Amendments to the Regulations shall be made by the Repository unilaterally according to the Regulations.

**16.4.** Unless otherwise envisaged in the Regulations, the Client shall have a right to waive a Repository Services Agreement unilaterally, in extrajudicial procedure, by notifying the Repository in writing at least 30 days prior to the termination date of the Repository Services Agreement, provided that there are no outstanding liabilities under such Repository Services Agreement.

### **Section III**

#### **17. Subject Matter and General Provisions of the Repository Services Agreement**

**17.1.** Should the Clients sign the Repository Services Agreement referred to in paragraph 7.2.2 herein, such Repository Services Agreement shall be considered as concluded between the Clients, on the one hand, and the Repository, on the other hand, under the conditions established in Section I of these Regulations and this Section II of the Regulations (hereinafter referred to as Section II of the Regulations or this Section). At that, for the purposes of this Section III, the Repository and the Client shall hereinafter be jointly referred to as the "Parties" and separately, as a "Party".

**17.2.** Subject to the terms of the Repository Services Agreement, the Repository agrees to provide services to the Clients involving keeping the Register of Transactions, acceptance of information on Master Agreements concluded by the Clients, and Transactions entered into by the Clients upon terms and conditions of the Master Agreements, the types of which are specified in paragraph 3.6 of the Regulations, according to the terms and conditions set forth in Sections I and III of these Regulations, while the Clients hereby undertake to pay for the said services according to the terms and conditions defined by Sections I and III of these Regulations of the Regulations.

**17.3.** The Repository Services Agreement shall be governed by Russian law.

**17.4.** The terms used in the Repository Services Agreement shall have the meanings assigned to them in these Regulations and/or Russian law.

#### **18. Rights and Obligations of the Parties to the Repository Services Agreement and the Reporting Parties**

**18.1.** In accordance with the Repository Services Agreement, the Repository shall exercise the rights and duties under Section I of the Regulations.

**18.2.** The Clients' rights, obligations, and claims under this Repository Services Agreement shall be joint and several, unless provided otherwise by this Repository Services Agreement and/or the Regulations.

**18.3.** In accordance with the Repository Services Agreement, the Clients shall have a right to:

**18.3.1.** determine informs persons in the manner prescribed by Sections I and III of the Rules;

**18.3.2.** obtain extracts from the Register of Transactions in such manner as set forth in paragraph 8 herein;

**18.4.3.** make changes to details of the respective Master Agreements and/or Transactions contained in the Register of Transactions; and

**18.4.4.** exercise other rights under Sections I and III of these Regulations.

**18.5.** In accordance with the Repository Services Agreement, the Clients undertake to:

**18.5.1.** comply with the requirements established by Sections I and III of these Regulations;

**18.5.2.** notify the Repository of any changes in the data contained in Registration Documents and provide documents evidencing introduction of the corresponding changes; all risks of failure (delay) to submit the said information shall be borne by the Clients;

**18.5.3.** make changes to details of Reporting Parties designated by Clients as soon as such changes become effective, in such manner as envisaged herein. Any risks of non-submission/untimely submission of information about such changes shall be borne by the respective Clients;

**18.5.4.** provide the Repository with complete and reliable information;

**18.5.5.** independently monitor any amendments/supplements made by the Repository to these

Regulations;

**18.5.6.** pay for the Repository's Services in such manner and upon such conditions as provided for in Sections I and III of these Regulations;

**18.5.7.** make sure that Reporting Parties designated by the Clients comply with these Regulations. Each Client shall be liable for actions/omissions of a Reporting Party(ies) designated by such Client and shall bear any and all risks associated with such actions/omissions. If Clients designated a single Reporting Party, they shall bear joint and several liability for the latter's actions/omissions and bear any and all risks associated therewith;

**18.5.8.** keep confidential Electronic Signature Verification Keys and not transfer them to any third party as well as to make sure that the above duty is complied with by any representatives of such Client holding Electronic Signature Key Certificates (for corporate Clients). The Client shall be liable for failure to comply with the requirements provided for in this paragraph and shall bear any and all risks in connection with such failure, including the risk of the Client's Electronic Signature being used by an unauthorized person. The duty provided for in this paragraph shall be an individual duty of each of the Clients and shall not constitute their joint and several duty; and

**18.5.9.** not use Electronic Signature Verification Keys for signing any Electronic Documents with the respective Electronic Signature where the Client is aware that Electronic Signature Verification Keys are being or have been previously used by third parties, as well as to procure that the above duty is complied with by any representative of such Client holding Electronic Signature Key Certificates (for corporate Clients). The Client shall be liable for failure to comply with the requirements provided for in this paragraph and shall bear any and all risks in connection with such failure, including the risk of the Client's Electronic Signature being used by an unauthorized person. The duty provided for in this paragraph shall be an individual duty of each of the Clients and shall not constitute their joint and several duty; and

**18.5.10.** keep confidential any logins and passwords provided to the Client by the Repository to enable the former to gain access the Client Area; promptly notify the Repository of loss and/or disclosure of such logins and passwords and/or other events (actions) which entail or might entail the risk that information about any of the logins and passwords will be obtained by third parties. The Client shall be liable for failure to comply with the requirements provided for in this paragraph and shall bear any and all risks in connection with such failure, including the risk of the respective logins and passwords being used by an unauthorized person. The duty provided for in this paragraph shall be an individual duty of each of the Clients and shall not constitute their joint and several duty; and

**18.5.11.** perform other duties provided for herein.

**18.6.** A Reporting Party shall have a right to:

**18.6.1.** send Notifications to the Repository in accordance with Sections I and III of these Regulations;

**18.6.2.** send Requests for data on Master Agreements and Transactions to the Repository, in such instances and in such manner as provided for in paragraph 8 herein;

**18.6.3.** receive extracts from the Register of Transactions containing data on Master Agreements and Transactions, in such instances and in such manner provided for in paragraph 8 herein; and

**18.6.4.** exercise other rights under Sections I and III of these Regulations.

**18.7.** A Reporting Party shall:

**18.7.1.** comply with the requirements established by Sections I and III of these Regulations;

**18.7.2.** keep confidential Electronic Signature Verification Keys and not transfer them to any third party as well as to make sure that the above duty is complied with by any representatives of such Client holding Electronic Signature Key Certificates (for corporate Reporting Parties). The Repository shall not be liable to the Clients for any failure by the Reporting Party to comply with the requirements provided for in this paragraph. The Reporting Party and/or the Clients shall bear any and all risks in connection with such failure, including the risk of Reporting Party's Electronic Signature being used by an unauthorized person;

**18.7.3.** not use Electronic Signature Verification Keys for signing any Electronic Documents with the respective Electronic Signature where the Reporting Party is aware that such Electronic Signature Verification Keys are being or have been previously used by third parties, as well as to make sure that

the above duty is complied with by any representatives of such Reporting Party that owns Electronic Signature Key Certificates (for corporate Reporting Parties). The Reporting Party shall be liable for failure to comply with the requirements provided for in this paragraph and shall bear any and all risks in connection with such failure, including the risk of the Reporting Party's Electronic Signature being used by an unauthorized person;

**18.7.4.** keep confidential any logins and passwords provided to the Reporting Party by the Repository to enable the former to gain access the Reporting Party Area; promptly notify the Repository of loss and/or disclosure of such logins and passwords and/or other events (actions) that entail or might entail the risk that information about any of the logins and passwords will be obtained by a third party. The Repository shall not be liable to the Clients for any failure by the Reporting Party to comply with the requirements provided for in this paragraph. The Reporting Party and/or the Clients shall bear any and all risks in connection with such failure, including the risk that any such logins and passwords might be used by an unauthorized person; and

**18.7.5.** fulfill other duties established by Sections I and III of these Regulations.

## **19. Reporting Parties**

**19.1.** Reporting Parties shall submit Notifications to the Repository.

**19.2.** The Clients shall have a right to designate a Reporting Party (two Reporting Parties) for submission of information on Master Agreements in one of the following ways:

- 1) to designate the same very Reporting Party (the same very Reporting Parties) for submission of information on all Master Agreements, or
- 2) to designate the same very Reporting Party (the same very Reporting Parties) for submission of information on each and every Master Agreement.

**19.3.** The Clients shall have a right to designate a Reporting Party (two Reporting Parties) for submission of information on Transactions in one of the following ways:

- 1) to designate a Reporting Party (two Reporting Parties) for submission of information on all types of Transactions concluded on the basis of all Master Agreements, or
- 2) to designate a Reporting Party (two Reporting Parties) for submission of information on each and every type of Agreements concluded on the basis of all Master Agreements, or
- 3) to designate a Reporting Party (two Reporting Parties) for submission of information on all Agreements concluded on the basis of each and every Master Agreement, or
- 4) to designate a Reporting Party (two Reporting Parties) for submission of information on each and every type of Transactions concluded on the basis of each and every Master Agreement.

A Client or a third party may be designated as a Reporting Party.

If Clients designated several Reporting Parties (several pairs of Reporting Parties) for sending information on the same very Master Agreement and/or Transaction, each of the Reporting Parties (each pair of the Reporting Parties) shall have a right to send information on the corresponding Master Agreement and/or Transaction.

If information on the Master Agreement is sent to the Repository for the first time, such information may only be sent by the Reporting Party(ies) designated for the purposes of sending information on all Master Agreements.

**19.4.** A Reporting Party(ies) shall be designated in the following manner:

- 1) each of the Clients being a party to a Repository Services Agreement shall designate a Reporting Party(ies) by providing details of the Reporting Party(ies) in a Reporting Party Questionnaire (hereinafter referred to as the "Reporting Party Questionnaire") according to the template in Schedule No. 2.1 to these Regulations. If the Repository Services Agreement is entered into in electronic format, details of the Reporting Party(ies) shall be specified in the respective Reporting Party Questionnaire in electronic format, in accordance with the requirements set forth in the Electronic Notifications Specification.
- 2) The Reporting Party Questionnaires mentioned in subparagraph 1 of this paragraph should be filled out in respect of just one Repository Services Agreement and should contain the number and date of such Repository Services Agreement.
- 3) Details of each Client to be specified in box 3 of the Reporting Party Questionnaire should be identical to those contained in the Repository Services Agreement, to which such Clients are parties.

4) Details specified by the Clients in boxes 1, 2, and 4 of the Reporting Party Questionnaires should coincide.

If the conditions specified in subparagraphs 1 to 4 of this paragraph are met, the Repository shall enter information on the Reporting Party(ies) in the Register of Transactions. For this purpose, the Reporting Party(ies) shall be deemed to have been designated for sending Notifications on Master Agreements and/or Transactions specified in the Reporting Party Questionnaires, as of the time when the Repository receives the corresponding Reporting Party Questionnaire.

**19.5.** If a Reporting Party has been designated for sending Notifications about a Master Agreement(s) in accordance with these Regulations (hereinafter referred to as the “Master Agreements Reporting Party”), such Master Agreements Reporting Party shall send the types of Notifications containing data on the Master Agreement(s), in relation to which it has been so designated as Reporting Party and which are listed in paragraph 6.1.1, Section 6.1, of these Regulations.

**19.6.** If a Reporting Party has been designated for sending Notifications about a Transaction(s) in accordance with these Regulations (hereinafter the “Transactions Reporting Party”), such Transactions Reporting Party shall send the types of Notifications containing data on the Transaction(s), in relation to which it has been so designated as Reporting Party and which are listed in paragraphs 6.1.2 and 6.1.3, Section 6.1, of these Regulations.

**19.7.** The Clients may change and/or recall the Reporting Party(ies). Change in the Reporting Party(ies) shall be carried out by recalling the Reporting Party(ies) and designation of a new Reporting Party(ies).

**19.8.** The Reporting Party(ies) shall be recalled in such manner as set forth for designation of the Reporting Party(ies), by submitting a Reporting Party Recall Questionnaire according to the template in Schedule 2.2 to these Regulations, to the Repository.

**19.9.** The Reporting Party(ies) shall be deemed as recalled as of the time when the Repository receives a corresponding Questionnaire of recalling the Reporting Party(ies).

## **20. Submission of Notifications and Entering Data into the Register of Transactions**

**20.1.** Notifications shall be sent to the Repository in electronic format (in the format of an Electronic Document), and in the cases provided for herein, in hard copy. A Notification shall be sent to the Repository by each Reporting Party designated for sending the respective Notification.

**20.2.** Notifications in electronic format shall be sent to the Repository in accordance with the following procedure:

Notifications shall be sent using the Repository’s Software via the web interface or using web services.

Notifications shall be drawn up in compliance with the requirements set forth in Schedule No. 7 hereto.

A Notification shall bear the Electronic Signature of the Reporting Party designated for sending the respective Notification.

Notifications shall be sent to the Repository in one of the following formats:

- 1) in FpML (Financial products Markup Language) format; or
- 2) in XML (eXtensible Markup Language) format used to receive data about transactions concluded off exchange (OTC transactions) on the terms and conditions of the Master Agreement by the National Settlement Depository (NSD).

**20.3.** Hard copy Notifications may be sent to the Repository in the following cases:

1) in the event of a malfunction affecting the Repository that makes it impossible to send Notifications in electronic format, provided that the Repository has posted a Notification of the respective malfunction of the Repository’s Website in such manner as set forth herein;

2) in the event of a malfunction affecting the Reporting Party that makes it impossible to send Notifications in electronic format.

Hard copy Notifications shall be sent to the Repository in accordance with the following procedure:

Hard copy Notifications shall be drawn up in compliance with the requirements set forth in Schedule No. 7 to these Regulations.

A Notification shall be accompanied with the documents evidencing the powers of its signatory. A representative delivering the Notification to the Repository shall produce a power of attorney authorizing him/her to do so.

Notifications shall be sent to the Repository’s address specified in paragraph 2 herein (the Repository’s



office) by any means allowing to acknowledge delivery of the Notification to the Repository. Notifications shall be accepted by the Repository during the Repository's business hours. If a Notification is delivered to the Repository after 6.00 p.m. on a business day under Russian law, such Notification shall be deemed as received by the Repository on the following business day.

**20.4.** The Repository will refuse to accept Notifications in the following cases:

- when a Notification is sent by a person not designated as a Reporting Party in relation to the respective type of Notifications;
- when the Electronic Signature of a Reporting Party failed to pass verification (in case of Notifications sent in electronic format);
- when documents to confirm authorities of the Reporting Party are missing (in case of hard copy Notifications); or
- when a Notification omits any information required to be specified in accordance with these Regulations and the Electronic Notifications Specification (in case of Notifications sent in electronic format) and/or such information is specified with violation of the requirements set forth in these Regulations and the Electronic Notifications Specification (in case of Notifications sent in electronic format).

**20.5.** If there are no grounds for refusal to accept a Notification sent in electronic format, as provided for in paragraph 20.4 of these Regulations, the Notification shall be accepted by the Repository. In such a case, the Notification shall be deemed to have been sent, and the data contained in the Notification, to have been properly delivered to the Repository and to have been received by the Repository. Actual delivery of such Notification to the Repository shall be confirmed by a Notification of Status in the format set forth in the Electronic Notifications Specification.

If there are no grounds for refusal to accept a Notification sent in paper format, as provided for in paragraph 20.4 herein, the Repository shall issue to the Reporting Party(ies) or his/their representative a duplicate copy of the Notification bearing the Repository's signature and stamp.

**20.6.** If one Reporting Party has only been designated for sending a Notification in accordance with these Regulations, then a single Notification signed by such Reporting Party shall be sent to the Repository in such manner as set forth in these Regulations.

**20.7.** If two Reporting Parties have been designated for sending a Notification in accordance with these Regulations, then two Notifications shall be sent to the Repository, each of them being signed by the respective Reporting Party.

**20.8.** If, pursuant to paragraph 20.6 herein, a single Notification signed by the Reporting Party in the manner set forth herein is sent to the Repository, the data contained in the Notification shall be entered into the Register of Transactions within one business day from the time of its receipt by the Repository.

**20.9.** If, under paragraph 20.7 hereof, two Notifications are sent to the Repository, each of which is signed by the respective Reporting Party, the details contained in each of the Notifications required to be specified in accordance with these Regulations and the Electronic Notifications Specification (in case of Notifications sent in electronic format) must be identical to each other.

**20.10.** The data contained in the Notification(s) shall be entered into the Register of Transactions, provided that there are no grounds for refusal to accept the Notification(s) as provided for in paragraph 20.4 herein, and the Notification(s) is accepted by the Repository.

**20.11.** If, according to Section 20.7 hereof, two Notifications, each signed by the respective Reporting Party, are sent to the Repository, the Data contained in the Notifications shall be entered into the Register of Transactions in the manner envisaged in Sections 20.12 and 20.13 herein.

**20.12.** The data contained in the Notifications envisaged in subparagraph 6.1.1., paragraph 6.1, of these Regulations, as well as in the Notification of termination of all Repo Transactions concluded on the basis of the Master Agreement, as specified in subparagraph 6.1.2, paragraph 6.1 herein, shall be entered into the Register of Transactions as follows:

- 1) The data contained in the Notifications shall be entered into the Register of Transactions as the Repository receives Notifications, upon receipt by the Repository of the second Notification meeting the terms and conditions envisaged in subparagraph 2 herein.
- 2) The data contained in the Notifications that meet the following conditions shall simultaneously be entered into the Register of Transactions:

- a) The data to be populated in accordance with these Regulations and the Electronic Notifications Specification (for the Notifications sent electronically), as contained in the Notifications, is identical;
- b) The data contained in the earliest received Notification has not yet been included into the Register of Transactions, or the Repository has not sent the Status Notification evidencing actual refusal to enter the data contained in the Notification into the Register of Transactions with respect to such Notification.
- 3) Information shall be entered into the Register of Transactions within one business day after fulfillment of all the conditions provided for in subparagraphs 1 and 2 of this paragraph.

**20.13.** The data contained in the Notifications envisaged in subparagraph 6.1.2, paragraph 6.1 (except for the Notification of termination of all Repo Transactions concluded on the basis of the Master Agreement), and subparagraphs 6.1.3 – 6.1.24, paragraph 6.1 herein, shall be entered into the Register of Transactions as follows:

- 1) The data contained in the Notifications shall be entered into the Register of Transactions as the Repository receives Notifications, upon receipt by the Repository of the second Notification meeting the terms and conditions envisaged in subparagraph 2 herein.
- 2) The data contained in the Notifications that meet the following conditions shall simultaneously be entered into the Register of Transactions:
  - a) The data to be populated in accordance with these Regulations and the Electronic Notifications Specification (for the Notifications sent electronically), as contained in the Notifications, is identical;
  - b) The data contained in the earliest received Notification has not yet been included into the Register of Transactions, or the Repository has not sent the Status Notification evidencing actual refusal to enter the data contained in the Notification into the Register of Transactions with respect to such Notification.
  - 3) If both Notifications meeting the criteria specified in subparagraphs 1 and 2 b) of this paragraph, contain an indication to the Transaction's identification number and information of the Transaction's identification number is not identical, the data contained in these Notifications is not entered into the Register of Transactions, and the Repository sends the Status Notification confirming its refusal to enter the data contained in such Notifications into the Register of Transactions.
  - 4) Information shall be entered into the Register of Transactions within one business day after fulfillment of all the conditions provided for in subparagraphs 1 and 2 of this paragraph.
  - 5) The Status Notification confirming the refusal to enter the data contained in the Notifications into the Register of Transactions shall be sent by the Repository in the manner envisaged in these Regulations and/or in the Electronic Notifications Specification within one business day after the refusal to enter the data contained in the respective Notifications.

**20.14.** The information contained in the Notification of the termination of the Master Agreement may not be included into the Register of Transactions, unless the information on termination of all Transactions concluded on the terms and conditions of such Master Agreement is included into the Register of Transactions.

**20.15.** The Repository will refuse to make an entry in the Register of Transactions in the following cases:

- 1) a Notification contains details of the Transaction concluded on the terms and conditions of the Master Agreement, but the information about such Master Agreement was neither included into the Register of Transactions nor provided concurrently with the Notification related to the Transaction;
- 2) a Notification is signed other than by an authorized signatory;
- 3) the details of the Master Agreement and/or the Transaction contained in the Notification have been already included into the Register of Transactions;
- 4) a Notification is received from a person who has not been designated as a Reporting Party in relation to the respective type of Notifications;
- 5) in other instances provided for by these Regulations.

**20.16.** If Notifications specified in paragraphs 6.1.2 – 6.1.24 herein are received by the Repository upon the expiry of three business days from the date of entering into, termination, or execution of the respective Transaction, such information shall be included into the Register of Transactions, respectively, and not provided to the receiver (a liquidation commission) of the debtor being a party to the respective Transaction pursuant to paragraph 8 herein.

## **21. Repository's Fees**

**21.1.** The amount of a fee payable to the Repository shall be determined in accordance with the Schedule of Fees.

**21.2.** A fee shall be paid to the Repository by the Clients being a party to a Repository Services Agreement, as follows:

**21.2.1.** The fee shall be paid monthly, based on the invoices for the Services issued by the Repository for the month, during which the Services were provided (hereinafter referred to as the "Reporting Period").

**21.2.2.** Invoices for Services may be issued by the Repository in one of the following ways:

- 1) to one of the Clients designated as the person to whom invoices should be submitted; or
- 2) to each of the Clients.

The method of billing is defined by the Clients in the Repository Services Agreement; in case of signing the Repository Services Agreement in electronic form, the billing method is defined in the Repository Services Agreement Notifications referred to in paragraph 7.12.1 of these Regulations.

**21.2.3.** In the instance specified in subparagraph 1 of paragraph 21.2.2 of these Regulations, the fee of the Repository shall be paid by the Client designated as the person, to whom invoices should be submitted, in the amount of One Hundred Percent (100%) of the Repository's fee payable by the respective party to the Repository Services Agreement in accordance with the Schedule of Fees. In the instance specified in subparagraph 2 of paragraph 21.2.2 of these Regulations, the fee shall be paid by each of the Clients in such manner and upon such conditions as stipulated in the Schedule of Fees.

**21.2.4.** If a Client, to whom an invoice for Services is submitted in accordance with paragraph 21.2.2 hereof, is a resident of the Russian Federation, the invoice for the Services shall be issued in rubles. If a Client, to whom an invoice for Services is submitted in accordance with paragraph 21.2.2 hereof, is not a resident of the Russian Federation, the invoice for the Services shall be issued in euros at the exchange rate quoted by the Bank of Russia as of the invoice date.

**21.2.5.** An invoice should be paid within 10 business days from its receipt. A party to the Repository Services Agreement shall be deemed to have performed its payment obligation from the date when funds were credited to the Repository's settlement account in the amount of One Hundred Percent (100%) of the fee payable to the Repository by the party to the Repository Services Agreement in accordance with the Schedule of Fees.

**21.2.6.** If a party to the Repository Services Agreement delays its payment for Repository Services, whether in full or partially, by more than one month, the Repository may claim the payment for the Services, in full or in part, from any of the Clients being a party to the Repository Services Agreement.

**21.2.7.** If a Client has been designated as the person to whom invoices are to be submitted in accordance with paragraph 21.2.2 hereof under several Repository Agreements, a single invoice in respect of the total amount payable by the Client under such Repository Agreements may be issued to such Client.

**21.2.8.** Along with invoicing the Client(s) for the Services, the Repository shall send the Client(s) to whom an invoice(s) is (are) to be submitted in accordance with paragraph 21.2.2 herein, the Services Certificate(s) for the respective Reporting Period. The Services shall be deemed as properly provided by the Repository to a party to the Repository Services Agreement during a certain Reporting Period if none of the Clients being parties to the Repository Services Agreement files any complaints regarding the Services within Ten (10) days after issuance of the corresponding Services Certificate(s).

## **22. Liability**

**22.1.** The Clients shall bear joint and several liability to the Repository under the Repository Services Agreement, unless otherwise provided for herein. The Clients' claims to the Repository under this Repository Services Agreement shall be joint and several, unless provided otherwise by this Repository Services Agreement and/or the Regulations.

**22.2.** The Parties to the Repository Services Agreement shall be liable for failure to perform or to duly perform obligations under the Repository Services Agreement, if and only they are at fault of such failure. A Party to the Repository Services Agreement failing to perform or improperly performing its obligations thereunder shall indemnify the other Party against actual damage incurred thereby. In no event will the aggregate liability of the Repository under all claims arising out of the same cause exceed the amount paid by the Clients who are the parties to the Repository Services Agreement during the

term of the Repository Services Agreement.

**22.3.** If the Clients being parties to the Repository Agreement fail to perform or to duly perform obligations to pay for the Repository's services, according to the Repository Agreement, the Repository shall be entitled to require, and the Clients shall be obliged to pay to the Repository a penalty in the amount of 0.1% of the outstanding amount for each day of delay, provided that the total amount of penalty may not exceed Ten Percent (10%) of the outstanding amount.

**22.4.** The Repository shall not be liable for any acts of any persons, as a result of which the Repository became unable to perform its obligations under the Repository Services Agreement, including for any acts causing malfunction of the Repository's Software and/or otherwise impeding the receipt of electronic Notifications.

**22.5.** The Repository shall not be liable for suspending the acceptance of Notifications and/or Requests in electronic format, and/or sending data from the Register of Transactions in electronic format in accordance with paragraphs 9.4 and 9.5 herein.

**22.6.** The Clients shall independently bear all risks related to the use of hardware and software of the Client(s) and/or Reporting Parties required for using the Services. The Repository shall not be liable if the Client(s) and/or Reporting Parties have no technical capabilities to use the Services.

**22.7.** The Repository gives no warranties regarding:

- 1) compliance of the Repository's Software to the needs of the Clients, possibility of using the Repository's Software in any particular way, and/or receiving any particular results from its use;
- 2) smooth and uninterrupted operation of the Repository's Software, and that it is error free.

**22.8.** The Repository shall not be liable in case if the Repository's Software does not, wholly or partially, meet the needs of the Client, causes any negative results and/or a failure to produce any positive results in case of its use. The Repository shall also be neither liable for any malfunction of the Repository's Software, nor for any adverse consequences of such malfunction.

### **23. Representations and Warranties of the Clients**

**23.1.** The Clients being a party to the Repository Services Agreement hereby guarantee that they have duly settled all relationships between them in connection with entering into the Repository Services Agreement and activities related to reporting data to the Repository, including designation of Reporting Parties and payment for Repository's services.

**23.2.** The Clients warrant that they have obtained all necessary permits, authorizations and approvals required for entering into this Repository Services Agreement under the Clients' internal documents and/or applicable law, and have complied with any other requirements to be met in connection with entering into this Repository Services Agreement.

### **24. The Term, Amendments, and Termination of the Repository Services Agreement**

**24.1.** This Repository Services Agreement shall be deemed concluded with respect to those types of Transactions, for sending information on which the Client designated the Reporting Party(ies), in such manner as envisaged in Sections I and III of these Regulations. At that the Repository Services Agreement shall be deemed to have been concluded with respect of the Transactions of the appropriate type upon designation by the Clients of a Reporting Party(ies) for sending information on Transactions of such type.

**24.2.** The Repository Services Agreement shall remain effective during One (1) year from its conclusion with respect to the respective Transaction type. Unless at least Thirty (30) calendar days prior to the expiry date of this Repository Services Agreement either Party notifies otherwise, this Repository Services Agreement shall be deemed extended for each subsequent year on the same terms and conditions.

**24.3.** Amendments to the Regulations shall be made by the Repository unilaterally in such manner as set forth in the Regulations.

**24.4.** Unless otherwise envisaged in the Regulations, each Client being a party to the Repository Services Agreement shall have a right to waive it unilaterally, in extrajudicial procedure, by sending a written notice to the other Client and the Repository at least 30 days prior to the termination date of the Repository Services Agreement, provided that there are no outstanding liabilities under the Repository

Agreement.

## **25. Schedules**

**Schedule No. 1.1**  
**to the Regulations of Repository Services of**  
**Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE"**

**Repository Services Agreement No. \_\_\_\_\_**

The City of Moscow \_\_\_\_\_

Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE", hereinafter referred to as the "Repository", represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the one hand, and

\_\_\_\_\_  
(entity's full corporate name and legal form of incorporation or individual's full name)

\_\_\_\_\_  
(Legal entity's OGRN, INN/KPP)

location: \_\_\_\_\_  
(place of entity's location or individual's residence)

\_\_\_\_\_  
acting on the basis of \_\_\_\_\_,  
hereinafter referred to as "**Client**",

at that, the Repository and the Client shall hereinafter be jointly referred to as the "**Parties**" and separately, as a "**Party**",

have entered into this Repository Services Agreement (hereinafter referred to as the "**Repository Services Agreement**") as follows.

1. The present Repository Services Agreement was concluded in accordance with paragraph 7.2.1 of the Regulations of Repository Services of Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE" (hereinafter referred to as the Regulations), effective at the time of the conclusion of the Repository Services Agreement and being its integral part.
2. The present Repository Services Agreement was concluded on the terms and conditions established by Sections I and II of these Regulations. The Parties have agreed to apply the rules and principles established by the Regulations to all relations arising in connection with Sections I and II of these Regulations.
3. The Repository undertakes to provide services to the Client under the Regulations according to the terms and conditions set forth in Sections I and II of these Regulations, while the Client hereby undertakes to pay for the said services according to the terms and conditions defined in Sections I and II of these Regulations.
4. The terms used in this Repository Services Agreement shall have the meanings assigned to them in Sections I and II of these Regulations.
5. This Repository Services Agreement is made in two original copies having equal legal force and effect, one for each of the Parties.

**Details and Signatures of the Parties**

**The Client**

Full name:  
Location address:  
Mailing address:  
INN (TAXPAYER'S IDENTIFICATION NUMBER):  
KPP (TAX REGISTRATION REASON CODE):

**The Repository**

Full name:  
Location address:  
Mailing address:  
INN (TAXPAYER'S IDENTIFICATION NUMBER):  
KPP (TAX REGISTRATION REASON CODE):

Position: \_\_\_\_\_  
Full name: \_\_\_\_\_  
Signature: \_\_\_\_\_

Seal to be affixed

Position: \_\_\_\_\_  
Full name: \_\_\_\_\_  
Signature: \_\_\_\_\_

Seal to be affixed

**Schedule No. 1.2**  
**to the Regulations of Repository Services of**  
**Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE"**

**Repository Services Agreement No. \_\_\_\_\_**

The City of Moscow \_\_\_\_\_

Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE", hereinafter referred to as the "**Repository**", represented by General Director \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the one hand, and

\_\_\_\_\_  
(entity's full corporate name and legal form of incorporation or individual's full name)

\_\_\_\_\_  
(Legal entity's OGRN, INN/KPP)

location: \_\_\_\_\_  
(place of entity's location or individual's residence)

\_\_\_\_\_  
acting on the basis of \_\_\_\_\_,  
hereinafter referred to as "**Client 1**",

\_\_\_\_\_  
(entity's full corporate name and legal form of incorporation or individual's full name)

\_\_\_\_\_  
(Legal entity's OGRN, INN/KPP)

location: \_\_\_\_\_  
(place of entity's location or individual's residence)

\_\_\_\_\_  
acting on the basis of \_\_\_\_\_,  
hereinafter referred to as "**Client 2**", and jointly referred to as the "**Clients**", on the other hand,

at that, the Repository and the Clients shall hereinafter be jointly referred to as the "**Parties**" and separately, as a "**Party**",

have entered into this Repository Services Agreement (hereinafter referred to as the "**Repository Services Agreement**") as follows.

- 1.** The present Repository Services Agreement was concluded in accordance with paragraph 7.2.2 of the Regulations of Repository Services of Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE" (hereinafter referred to as the Regulations), effective at the time of the conclusion of the Repository Services Agreement and being its integral part.
- 2.** The present Repository Services Agreement was concluded on the terms and conditions established by Sections I and III of these Regulations. The Parties have agreed to apply the rules and principles established by the Regulations to all relations arising in connection with Sections I and III of these Regulations.
- 3.** The Repository undertakes to provide services to the Clients under the Regulations according to the terms and conditions set forth in Sections I and III of these Regulations, while the Clients hereby undertake to pay for the said services according to the terms and conditions defined in the present Repository Services Agreement and Sections I and III of these Regulations.



4. Invoices for payment for the Services shall be issued by the Repository in accordance with Sections I and III of these Regulations in the name of the following Client(s) (please check the appropriate box):

to Client 1

to Client 2

5. Invoices for payment for the Services shall be sent by the Repository to the mailing address(es) of the respective Client(s) specified in this Repository Services Agreement.

6. The Clients' rights, obligations, and claims under this Repository Services Agreement shall be joint and several, unless provided otherwise by this Repository Services Agreement and/or Sections I and III of these Regulations.

7. The Parties shall be liable for failure to perform or to duly perform obligations under this Agreement in accordance with Sections I and III of these Regulations. The Clients' obligations under this Agreement shall be joint and several, unless provided otherwise by this Repository Services Agreement and/or Sections I and III of these Regulations.

8. The terms used in this Repository Services Agreement shall have the meanings assigned to them in Sections I and III of these Regulations.

9. This Repository Services Agreement is made in three counterparts having equal legal force and effect, one for each of the Clients and the Repository.

**Details and Signatures of the Parties**

**The Client**

**The Repository**

**Client 1**

Full name:

Location address:

Mailing address:

INN (TAXPAYER'S IDENTIFICATION NUMBER):

KPP (TAX REGISTRATION REASON CODE):

Position: \_\_\_\_\_

Full name: \_\_\_\_\_

Seal to be affixed

**Client 2**

Full name:

Location address:

Mailing address:

INN (TAXPAYER'S IDENTIFICATION NUMBER):

KPP (TAX REGISTRATION REASON CODE):

Position: \_\_\_\_\_

Full name: \_\_\_\_\_

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

\_\_\_\_\_

Seal to be affixed

Full name:

Location address:

Mailing address:

INN (TAXPAYER'S IDENTIFICATION NUMBER):

KPP (TAX REGISTRATION REASON CODE):

Position: \_\_\_\_\_

Full name: \_\_\_\_\_

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

\_\_\_\_\_

Seal to be affixed

Schedule No. 2.1  
to the Regulations of Repository Services of  
Open Joint-Stock Company "SAINT  
PETERSBURG EXCHANGE"

Field No.	Reporting Party Questionnaire
<b>1</b>	<b>to Repository Services Agreement No. _____ dated _____ (hereinafter referred to as the "Repository Services Agreement")</b>
<b>2</b>	<b>Client Information*</b> <i>*If the Client is a legal entity, please fill in field 2.1; if the Client is an individual, please fill in field 2.2</i>
<b>2.1</b>	Entity's full corporate name and form of incorporation: _____ OGRN and the date of making an entry on the legal entity in the Unified State Register of Legal Entities: _____ State registration date of the legal entity: _____ Legal entity's INN/KPP: _____ Registration number (for foreign legal entities): _____ Telephone, fax, e-mail: _____ <b>(hereinafter referred to as the Client)</b>
<b>2.2</b>	<b>FULL NAME:</b> _____ Identification document details: _____ Residential address: _____ Telephone, fax, e-mail: _____ <b>(hereinafter referred to as the Client)</b>
<b>3</b>	<b>Reporting Party Information:</b>
<b>3.1</b>	<b>The Client hereby designates the following Reporting Party:</b> Full corporate name (for legal entities): Abbreviated corporate name (for legal entities): Location (for legal entities): OGRN (for a Russian entity): INN (for a Russian entity): Registration number (for a foreign entity): Full name (for individuals): Identification document details (for individuals): Residential address (for individuals): Telephone, fax, e-mail:
<b>3.2</b>	<b>The Client hereby agrees that the following Reporting Party* shall be Client 2, a party to the Repository Services Agreement, in respect to the Master Agreement and/or the Transactions specified by the Client in paragraph 4.1 and/or paragraph 4.2 of this Questionnaire:</b> <i>*Field 3.2 is to be filled if, on the basis of this Questionnaire, the Reporting Party is designated in accordance with the Repository Services Agreement referred to in paragraph 7.2.2 herein. In this case, field 3.2 shall</i>

	<p><i>contain information on the Reporting Party designated by Client 2 of the Repository being a party to such Repository Services Agreement</i></p> <p>Full corporate name (for legal entities):  Abbreviated corporate name (for legal entities):  Location (for legal entities):  OGRN (for a Russian entity):  INN (for a Russian entity):  Registration number (for a foreign entity):  Full name (for individuals):  Identification document details (for individuals):  Residential address (for individuals):  Telephone, fax, e-mail:</p>		
<b>4</b>	<b>Reporting Party is designated for sending Notifications under the Repository Services Agreement:</b>		
<b>4.1</b>	<p>For the following Master Agreement(s) <i>(please check the appropriate box)</i>:</p> <p><input type="checkbox"/> all Master Agreements</p> <p><i>or</i></p> <p><input type="checkbox"/> the following Master Agreement:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 60%;"><b>Master Agreement number assigned by the Repository</b></td> <td></td> </tr> </table>	<b>Master Agreement number assigned by the Repository</b>	
<b>Master Agreement number assigned by the Repository</b>			
<b>4.2</b>	<p>for the following types of Transactions <i>(please check the appropriate box)</i>:</p> <p><input type="checkbox"/> all Transactions</p> <p><input type="checkbox"/> Repo Transaction</p> <p><input type="checkbox"/> Currency Swap</p> <p><input type="checkbox"/> Interest Rate Swap</p> <p><input type="checkbox"/> Cross-Currency Interest Rate Swap</p> <p><input type="checkbox"/> Equity Swap</p> <p><input type="checkbox"/> Index Swap</p> <p><input type="checkbox"/> Credit Default Swap (CDS)</p> <p><input type="checkbox"/> Deliverable Currency Forward</p> <p><input type="checkbox"/> Non-Deliverable (Settlement) Currency Forward</p> <p><input type="checkbox"/> Bond Forward</p> <p><input type="checkbox"/> Equity Forward</p> <p><input type="checkbox"/> Stock Basket Forward</p> <p><input type="checkbox"/> Index Forward</p> <p><input type="checkbox"/> Index Basket Forward</p> <p><input type="checkbox"/> Commodity Forward</p> <p><input type="checkbox"/> Currency Option</p> <p><input type="checkbox"/> Binary Currency Option</p> <p><input type="checkbox"/> Stock Option</p> <p><input type="checkbox"/> Stock Basket Option</p> <p><input type="checkbox"/> Index Option</p> <p><input type="checkbox"/> Index Basket Option</p> <p><input type="checkbox"/> Commodity Option</p> <p><input type="checkbox"/> Credit Swaption</p> <p><input type="checkbox"/> Swaption</p> <p><input type="checkbox"/> Agreement of future interest rate</p> <p><input type="checkbox"/> Agreement fixing maximum and minimum interest rates (collar)</p> <p><input type="checkbox"/> Agreement of purchase and sale of shares</p> <p><input type="checkbox"/> Agreement of purchase and sale of bonds,</p> <p>concluded in accordance with the following Master Agreements <i>(please check the appropriate box)</i>:</p>		

	<input type="checkbox"/> all Master Agreements <input type="checkbox"/> the following Master Agreement:		
	<table border="1"> <tr> <td><b>Master Agreement number assigned by the Repository</b></td> <td></td> </tr> </table>	<b>Master Agreement number assigned by the Repository</b>	
<b>Master Agreement number assigned by the Repository</b>			
<b>5</b>	<p>The Client being an individual hereby allows Open Joint-Stock Company "Saint Petersburg Exchange", registered address: 38, Bldg 1, Dolgorukovskaya Street, Moscow 127006 (hereinafter referred to as OJSC "SPE") to process the personal data specified in this Questionnaire. The consent to personal data processing is given to enable OJSC 'SPE' to provide the Client with the services envisaged in the Repository Services Agreement.</p> <p>This consent is provided to the above personal data collection, classification, capture, storage, specification (updating, modification), use, and destruction by OJSC "SPE". This consent shall be effective during the entire operation of OJSC "SPE".</p> <p>This consent can be at any time recalled by the Client by submitting a written document evidencing such revocation to OJSC "SPE", provided that the authenticity of the signature on the said document is duly notarized.</p>		
<b>6</b>	<p><b>Signature of the Client:</b></p> <p>_____ / _____ /</p> <p>_____ 20____</p> <p>Seal to be affixed</p>		
<b>7</b>	<b>To be filled in by the Repository:</b>		
<b>7.1</b>	Date and number of registration of the Reporting Party Questionnaire with the Repository:		
<b>7.2</b>	Signature of the Repository's authorized officer:		
	Seal to be affixed		
<b>7.3</b>	<i>Note: This Reporting Party Questionnaire shall be made and signed in two copies. One copy of the Reporting Party Questionnaire shall be kept by the Repository, and the other copy shall be transferred to the Client.</i>		

**Schedule No. 2.2**  
**to the Regulations of Repository Services of**  
**Open Joint-Stock Company "SAINT**  
**PETERSBURG EXCHANGE"**

Field No.	Reporting Party Recalling Questionnaire
<b>1</b>	<b>to Repository Services Agreement No. _____ dated _____ (hereinafter referred to as the "Repository Services Agreement")</b>
<b>2</b>	<b>Client Information*</b> <i>*If the Client is a legal entity, please fill in field 2.1; if the Client is an individual, please fill in field 2.2</i>
<b>2.1</b>	Entity's full corporate name and form of incorporation: <hr/> OGRN and the date of making an entry on the legal entity in the Unified State Register of Legal Entities: <hr/> State registration date of the legal entity: <hr/> Legal entity's INN/KPP: <hr/> Registration number (for foreign legal entities): <hr/> Telephone, fax, e-mail: <hr/> <b>(hereinafter referred to as the Client)</b>
<b>2.2</b>	<i>FULL NAME:</i> <hr/> Identification document details: <hr/> Residential address: <hr/> Telephone, fax, e-mail: <hr/> <b>(hereinafter referred to as the Client)</b>
<b>3</b>	<b>hereby recalls the Reporting Party designated in the Reporting Party Questionnaire registered by the Repository under No. _____ dated _____.</b>
<b>4</b>	The Client hereby confirms that upon recall of the Reporting Party specified in paragraph 3 of this Questionnaire, the Notifications, for sending of which the Reporting Party was designated, may not be sent to the Repository by the above Reporting Party.
<b>5</b>	The Client being an individual hereby allows Open Joint-Stock Company "Saint Petersburg Exchange", registered address: 38, Bldg 1, Dolgorukovskaya Street, Moscow 127006 (hereinafter referred to as OJSC "SPE") to process the personal data specified in this Questionnaire. The consent to personal data processing is given to enable OJSC 'SPE' to provide the Client with the services envisaged in the Repository Services Agreement. This consent is provided to the above personal data collection, classification, capture, storage, specification (updating, modification), use, and destruction by OJSC "SPE". This consent shall be effective during the entire operation of OJSC "SPE". This consent can be at any time recalled by the Client by submitting a written document evidencing such revocation to OJSC "SPE", provided that the authenticity of the signature on the said document is duly notarized.
<b>6</b>	<b>Signature of the Client:</b>

	<p>_____/_____/</p> <p>_____ 20____</p> <p>Seal to be affixed</p>
<b>7</b>	<b>To be filled in by the Repository:</b>
<b>7.1</b>	Date and number of registration of the Reporting Party Recalling Questionnaire with the Repository:
<b>7.2</b>	Signature of the Repository's authorized officer:  Seal to be affixed
<b>7.3</b>	<i>Note: This Reporting Party Recalling Questionnaire shall be made and signed in two copies. One copy of the Reporting Party Recalling Questionnaire shall be kept by the Repository, and the other copy shall be transferred to the Client.</i>

**Pro Forma Request for an Extract from the Register of Transactions**

**Request for an Extract from the Register of Transactions**

<b>1</b>	<b>Client/Reporting Party information</b> <i>*If the Client/Reporting Party is a legal entity, please fill in field 1.1; if the Client is an individual, please fill in field 1.2</i>				
<b>1.1</b>	Entity's full corporate name and form of incorporation: <hr/> OGRN and the date of making an entry on the legal entity in the Unified State Register of Legal Entities: <hr/> State registration date of the legal entity: <hr/> Legal entity's INN/KPP: <hr/> Registration number (for foreign legal entities): <hr/>				
<b>1.2</b>	<b>FULL NAME:</b> <hr/> Identification document details: <hr/> Residential address: <hr/>				
<b>3</b>	hereby requests to issue an extract from the Register of Transactions maintained by the Repository, Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE", containing data on the following Master Agreements and/or Transactions to which the Client is a party/in respect of which the Reporting Party is designated to act in such capacity ( <i>please check as appropriate</i> ): <input type="checkbox"/> all Master Agreements <input type="checkbox"/> Master Agreements specified below: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>Master Agreement number assigned by the Repository</b></td> <td style="width: 40%;"></td> </tr> </table> <input type="checkbox"/> all Transactions <input type="checkbox"/> the following Transactions: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>Transaction number assigned by the Repository</b></td> <td style="width: 40%;"></td> </tr> </table>	<b>Master Agreement number assigned by the Repository</b>		<b>Transaction number assigned by the Repository</b>	
<b>Master Agreement number assigned by the Repository</b>					
<b>Transaction number assigned by the Repository</b>					
<b>4.1</b>	<b>Signed by the Client/Reporting Party:</b> _____/_____/_____ _____ 20____ Seal to be affixed				
<b>5</b>	<b>To be filled in by the Repository:</b>				
<b>5.1</b>	Date and number of Request registration with the Repository:				
<b>5.2</b>	Signature of the Repository's authorized officer:  <div style="text-align: right;">Seal to be affixed</div>				
<b>5.3</b>	<i>Note: This Request shall be made and signed in two copies. One copy of the Request shall be kept by the Repository, and the other copy of the Request shall be transferred to the Client/Reporting Party.</i>				

**Schedule No. 4.1  
to the Regulations of Repository Services of Open  
Joint-Stock Company "SAINT PETERSBURG  
EXCHANGE"**

**PRO FORMA  
of Power of Attorney for Obtaining a Login and a Password  
(for legal entities)**

Power of Attorney

The City of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
*(full name of the legal entity, including the legal form of incorporation, OGRN, and INN/KPP)*

(hereinafter referred to as the Principal), represented by

\_\_\_\_\_  
*(position)*

\_\_\_\_\_  
*(full name)*

acting on the basis of \_\_\_\_\_,  
hereby authorizes

\_\_\_\_\_  
*(full name)*

\_\_\_\_\_  
*(passport series and number, issuing authority and issue date)*

(hereinafter referred to as the "Attorney")

obtain the Login and the Access Password from Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE" *(please mark as appropriate)*:

- to the Client Area;  
 to the Reporting Party Area.

As part of these authorities, the Attorney is authorized to sign all necessary documents, including transfer/acceptance certificates.

This Power of Attorney shall be valid until \_\_\_\_\_ 20\_\_\_\_ .

I hereby certify the signature of the Attorney \_\_\_\_\_  
*(full name)* *(specimen signature)*

*Position and full name of the corporate head  
Signature of the corporate head  
Corporate seal*



**Schedule No. 4.2  
to the Regulations of Repository Services of Open  
Joint-Stock Company "SAINT PETERSBURG  
EXCHANGE"**

**PRO FORMA  
of Power of Attorney for Obtaining a Login and a Password  
(for individuals)  
Power of Attorney**

The City of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
*(full name)*

\_\_\_\_\_  
*(passport series and number, issuing authority and issue date)*

registered at: \_\_\_\_\_  
*(registration address)*

(hereinafter referred to as the "Principal"), hereby authorizes

\_\_\_\_\_  
*(full name)*

\_\_\_\_\_  
*(passport series and number, issuing authority and issue date)*

(hereinafter referred to as the "Attorney")

obtain the Login and the Access Password from Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE" *(please mark as appropriate):*

- to the Client Area;  
 to the Reporting Party Area.

As part of these authorities, the Attorney is authorized to sign all necessary documents, including transfer/acceptance certificates.

This Power of Attorney shall be valid until \_\_\_\_\_ 20\_\_ .

I hereby certify the signature of the Attorney \_\_\_\_\_  
*(full name)* *(specimen signature)*

*FULL NAME  
Signature*

**Schedule No. 5.1  
to the Regulations of Repository Services of Open  
Joint-Stock Company "SAINT PETERSBURG  
EXCHANGE"**

**PRO FORMA  
(for legal entities)  
Request for a Login and a Password Provision/Cancellation**

\_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(full name of the legal entity, including the legal form of incorporation, OGRN, and INN/KPP)

represented by \_\_\_\_\_  
(position, full name)

acting on the basis of \_\_\_\_\_

hereby requests, according to the Regulations of Repository Services of Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE" (*please mark as appropriate*):

- to provide a login and an access password to the Client Area
- to provide a login and an access password to the Reporting Party Area
- to cancel the login \_\_\_\_\_ @ \_\_\_\_\_. \_\_\_ and the access password to the Client Area
- to cancel the login \_\_\_\_\_ @ \_\_\_\_\_. \_\_\_ and the access password to the Reporting Party Area
- to replace the existing login password \_\_\_\_\_ @ \_\_\_\_\_. \_\_\_ to access the Client Area
- to replace the existing login password \_\_\_\_\_ @ \_\_\_\_\_. \_\_\_ to access the Reporting Party Area

Please provide me a login and an access password (*please check as appropriate*):

To the following e-mail address: \_\_\_\_\_ If we choose this method of providing information, we hereby acknowledge the fact that the login and/or access password transfer with the use of an insecure communications channel and assume all the risks related to unauthorized access by any third party to the information on the login and/or access password, as well as to any other information contained in the message sent by the Repository to the above e-mail address, and confirm that the Repository shall not be liable in the event of unauthorized access to such information by any third party.

To the representative upon his/her personal arrival in the office of OJSC "SAINT PETERSBURG EXCHANGE".

*Position and full name of the corporate head*

*Signature of the corporate head*

*Corporate seal*

**PRO FORMA  
(for individuals)  
Request for a Login and a Password Provision/Cancellation**

\_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
*(full name)*

\_\_\_\_\_  
*(passport series and number, issuing authority and issue date)*

hereby requests, according to the Regulations of Repository Services of Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE" *(please mark as appropriate)*:

- to provide a login and an access password to the Client Area
- to provide a login and an access password to the Reporting Party Area
- to cancel the login \_\_\_\_\_ @ \_\_\_\_\_. \_\_\_ and the access password to the Client Area
- to cancel the login \_\_\_\_\_ @ \_\_\_\_\_. \_\_\_ and the access password to the Reporting Party Area
- to replace the existing login password \_\_\_\_\_ @ \_\_\_\_\_. \_\_\_ to access the Client Area
- to replace the existing login password \_\_\_\_\_ @ \_\_\_\_\_. \_\_\_ to access the Reporting Party Area

Please provide me a login and an access password *(please check as appropriate)*:

To the following e-mail address: \_\_\_\_\_ If I choose this method of providing information, I hereby acknowledge the fact that the login and/or access password transfer with the use of an insecure communications channel and assume all the risks related to unauthorized access by any third party to the information on the login and/or access password, as well as to any other information contained in the message sent by the Repository to the above e-mail address, and confirm that the Repository shall not be liable in the event of unauthorized access to such information by any third party.

To the representative upon his/her personal arrival in the office of OJSC "SAINT PETERSBURG EXCHANGE".

*FULL NAME  
Signature*

**Schedule No. 6.1**  
**to the Regulations of Repository Services of**  
**Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE"**

**Questionnaire for Registration with OJSC "SAINT PETERSBURG EXCHANGE" Repository**  
**(for legal entities)**

**1.** Name of the legal entity according to its constituent documents:

**1.1.** full name: \_\_\_\_\_

**1.2.** short name: \_\_\_\_\_

**1.3.** full name in a foreign language:

\_\_\_\_\_

**1.4.** short name in a foreign language:

\_\_\_\_\_

**2.** Registered address:

\_\_\_\_\_  
\_\_\_\_\_

**3.** Mailing address:

\_\_\_\_\_  
\_\_\_\_\_

**4.** INN \_\_\_\_\_

KPP \_\_\_\_\_

**5.** Bank account details:

\_\_\_\_\_  
\_\_\_\_\_

**6.** Please provide information on the Repository Code (*please check as appropriate*):

to the following e-mail address: \_\_\_\_\_

to the representative upon his/her personal arrival in the office of OJSC "SAINT PETERSBURG EXCHANGE".

**7.** Contact persons:

**7.1.** organizational matters (contracts, payment for services)

\_\_\_\_\_

telephone, fax \_\_\_\_\_

**7.2.** technical matters \_\_\_\_\_

telephone, fax \_\_\_\_\_

8. Questionnaire completion date \_\_\_\_\_

9. The Questionnaire was filled by:

Full name: \_\_\_\_\_

position: \_\_\_\_\_

e-mail: \_\_\_\_\_

Position: \_\_\_\_\_/(Full Name)

\_\_\_\_\_

Seal

(signature)

**Schedule No. 6.2**  
**to the Regulations of Repository Services of**  
**Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE"**

**Questionnaire for Registration with OJSC "SAINT PETERSBURG EXCHANGE" Repository**  
**(for individuals)**

1. Full name:

\_\_\_\_\_

2. Identification document details:

Passport Series \_\_\_\_\_ No. \_\_\_\_\_ issued by

\_\_\_\_\_, Subdivision Code

\_\_\_\_\_

other identification document:

\_\_\_\_\_

3. Residential address: \_\_\_\_\_

\_\_\_\_\_

4. Bank account details *(to be filled in if, according to the Repository Services Agreement, the Client is to be invoiced for the provided Services)*:

\_\_\_\_\_

\_\_\_\_\_

5. Please provide information on the Repository Code *(please check as appropriate)*:

to the following e-mail address: \_\_\_\_\_

to the representative upon his/her personal arrival in the office of OJSC "SAINT PETERSBURG EXCHANGE".

6. Contact persons:

6.1. organizational matters (contracts, payment for services)

\_\_\_\_\_

telephone, fax \_\_\_\_\_

6.2. technical matters \_\_\_\_\_

telephone, fax \_\_\_\_\_

7. Questionnaire completion date \_\_\_\_\_

**FULL NAME**

\_\_\_\_\_

**(signature)**

**Schedule No. 7.1**  
**to the Regulations of Repository Services of**  
**Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE"**

**PRO FORMA**  
**(for legal entities)**

**Power of Attorney to Receive the Repository Code**

The City of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
*(full name of the legal entity, including the legal form of incorporation, OGRN, and INN/KPP)*

(hereinafter referred to as the Principal), represented by

\_\_\_\_\_  
*(position)*

\_\_\_\_\_  
*(full name)*

acting on the basis of

hereby authorizes

\_\_\_\_\_  
*(full name)*

\_\_\_\_\_  
*(passport series and number, issuing authority and issue date)*

(hereinafter referred to as the Attorney) to take the following steps on the Principal's behalf:

- to obtain information in Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE" on the Repository Code assigned to the Principal by Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE" in accordance with the Regulations of Repository Services of Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE".

As part of these authorities, the Attorney is authorized to sign all necessary documents, including transfer/acceptance certificates.

This Power of Attorney shall be valid till \_\_\_\_\_ 20\_\_\_\_ .

I hereby certify the signature of the Attorney \_\_\_\_\_  
*(full name)* *(specimen signature)*

*Position and full name of the corporate head*

*Signature of the corporate head*

*Corporate seal*

**Schedule No. 7.2**  
**to the Regulations of Repository Services of**  
**Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE"**

**PRO FORMA**  
**(for individuals)**

**Power of Attorney to Receive the Repository Code**

The City of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
*(full name)*

\_\_\_\_\_  
*(passport series and number, issuing authority and issue date)*

registered at the following address:

\_\_\_\_\_  
*(registration address)*

(hereinafter referred to as the "Principal"), hereby authorizes

\_\_\_\_\_  
*(full name)*

\_\_\_\_\_  
*(passport series and number, issuing authority and issue date)*

(hereinafter referred to as the Attorney) to take the following steps on the Principal's behalf:

- to obtain information in Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE" on the Repository Code assigned to the Principal by Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE" in accordance with the Regulations of Repository Services of Open Joint-Stock Company "SAINT PETERSBURG EXCHANGE".

As part of these authorities, the Attorney is authorized to sign all necessary documents, including transfer/acceptance certificates.

This Power of Attorney shall be valid till \_\_\_\_\_ 20\_\_\_\_ .

I hereby certify the signature of the Attorney \_\_\_\_\_  
*(full name)* *(specimen signature)*

*FULL NAME*  
*Signature*