TERMS OF BUSINESS FOR PROVISION OF BROKERAGE SERVICES

THESE TERMS OF BUSINESS FOR PROVISION OF BROKERAGE SERVICES (hereinafter the "Terms of Business") determine the procedure, terms and conditions for provision of brokerage services by **Skanestas Investments Limited** (hereinafter the "Broker") on the financial market to any individual or legal entity that meets the requirements established by these Terms of Business (hereinafter the "Client").

The Client and the Broker are hereinafter from time to time referred to individually as a "Party" or collectively as "Parties".

GENERAL INFORMATION ABOUT THE BROKER

Name: SKANESTAS INVESTMENTS LIMITED

Registration Number: HE 322788

Legal Address: Olympion, 23, Libra Tower, Office 202, 3605, Limassol, Cyprus

Business Address: Olympion 23, Libra Tower, Office 202, 3605, Limassol, Cyprus Tel. No.:: +357 25 212 293 Fax No: +357 25 212 292 Website: http://skanestas.com/

<u>Cypriot Investment Firms License Number</u>: CIF 251/14 License Date: 14/10/2014 Issued by: Cyprus Securities & Exchange Commission (CYSEC) Address: 32, Stasicratous street, Charalambous Tower, 4th floor, 1065 Nicosia, Cyprus

Website: <u>www.cysec.gov.cy</u>

RECITALS

WHEREAS the Client desires to invest in various financial markets including the securities market of the Russian Federation in accordance with certain procedures in these Terms of Business;

WHEREAS the Broker has the necessary knowledge and experience with respect to the international and the Russian financial markets, and desires to provide brokerage services to Client in accordance with these Terms of Business;

WHEREAS the Client desires to engage the Broker to use brokerage services in accordance with the terms and conditions of these Terms of Business;

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

To accede to the terms and conditions of these Terms of Business the Clients sign the Agreement on Rendering Brokerage Services in the form of Appendix 1 hereto (hereinafter the "Brokerage Regulated by CySEC License No CIF 251/14 Agreement"). Signing of the Brokerage Agreement by the Client means acceptance by the Client of all the terms and conditions specified in these Terms of Business without exception.

The Brokerage Agreement shall be signed by the Client personally or by its representative acting on the basis of power of attorney or other grounds set by legislation in force.

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

Prior to or at the moment of execution of the Brokerage Agreement by the Client the Client shall:

- a) For Legal Entities:
- to complete, sign and submit to the Broker a Client Request Form in the form of Appendix 2a hereto;
- to complete, sign and submit to the Broker a Client Questionnaire in the form of Appendix 2b hereto;
- to complete, sign and submit to the Broker a Beneficial Owner Form in the form of Appendix 2c hereto;
- to submit all the documents.
- b) For Physical Persons:
- to complete, sign and submit to the Broker a Client Request Form in the form of Appendix 3 hereto;
 - to submit all the documents.

The Brokerage Agreement and other documents required to be duly completed and signed by the Client may be submitted by the Client to the Broker at the Client's discretion, as follows:

- directly in the Brokers's office at the business address;

- by forwarding the signed documents to the Broker's business address by courier or by other postal facilities that make it possible to identify the sender to the address specified in clause 4.1.5 hereof;

- in the office of the Broker's Representative acting on the basis of an agreement signed with the Broker before the authorized person of the Representative.

1. DEFINITIONS

1.1. <u>Definitions.</u> The following terms shall have the following meanings:

"<u>Affiliate</u>" means any entity, which directly or indirectly controls or is controlled by a Party; and "<u>control</u>" means the power to direct or the presence of ground to manage the affairs of the enterprise.

"<u>Applicable Law</u>" means any rule, regulation, custom or practice in dealings of any relevant market or exchange, and its clearing entity, if any, where transactions contemplated hereby are executed by Broker or its agents or brokers, any other legislation, law, order, rule or regulation affecting or relating to the rights and privileges of the Client to engage in transactions contemplated hereby, any charter or any other operating rules of a Russian Entity relating to the ownership of Securities, including the rules of any Register maintained or controlled by such Russian Entity with respect to its Securities, and any present and future legislation, law, order, rule, regulation or document amending or supplementing any of the foregoing.

<u>"Banking Day</u>" means any day, other than Saturday, Sunday or any day on which commercial banks and foreign exchange markets are closed for business in London (The UK), in the State of New York (The USA), Nicosia (The Republic of Cyprus), or in Moscow (the Russian Federation).

"<u>Business Day</u>" means any day, other than Saturday, Sunday or any public holiday in the Russian Federation and the Republic of Cyprus.

"Dollar" means the lawful currency of the United States of America.

"Basic Provisions" means with regard to any transaction

- a kind of transaction
- a kind of Securities/ Derivatives Instruments
- quantity of Securities
- a period of payments
- a price of a Security/ Derivatives Instruments
- a validity period of Instructions

"Securities" shall mean all financial instruments according to the Cyprus Law (Third Appendix, Part 3 of the Cypriot Investment Firms Law 144(I)2007). All above financial instruments are introduced into circulation in accordance with applicable legislation, and shall include certificates, extracts from shareholders' registers or other documents, evidencing the title thereto.

"<u>Instructions</u>" mean the oral or written directions of the Client given to the Broker by one of the Client's authorized representatives, which incorporate the Basic Provisions of a transaction which the Client is going to make according to the Agreement

<u>"Transaction"</u>- a transaction for buying or sailing Securities made by the Broker in favor of the Client according to the Instructions of the Client.

"<u>Person</u>" means any individual, partnership, association, joint stock company, joint venture, corporation, trust, limited liability company, non-incorporated organization, or a government agency or political subdivision thereof.

"Register" means any register of security owners.

"<u>Ruble</u>" means the lawful currency of the Russian Federation.

"<u>Russian Entity</u>" means any commercial or non-commercial enterprise established under and governed by the laws of the Russian Federation.

"<u>Services</u>" mean the activities specified in Article 2 of the Agreement, which shall be performed by Broker in exchange for its fee hereunder.

"Transaction Costs" mean all expenses associated with the re-registration of Securities in the

shareholders' registers and/or depositories, including but not limited to the following, the payment of the registration fees, transfer agent fees and related travel expenditures, stock exchange dues, payment in favor of market organizer - if a transaction is made by means of them, bank rate, for conversation of currency

"<u>Stock Exchange</u>" - foreign organiser of trade (Trading System) conducting its trading activity on the market of securities and financial instruments in accordance with national legislation.

"<u>Derivatives Instruments</u>" (Financial instruments of derivatives transactions, derivatives contracts) - futures/options admitted by the rules of the Stock Exchange to trading on the derivatives market of the Stock Exchange.

<u>"Emir"</u> means Regulation (EU) No 648/2012 on OTC derivatives, central counterparties and trade repositories (European Market Infrastructure Regulations).

2. FINANCIAL INSTRUMENTS AND SERVICES

2.1. The Broker shall provide to the Client service of reception and transmission of orders on international financial markets, and the Client shall pay to the Broker a fee for the services provided.

The Parties agreed that according to the Terms of Business the Broker acts in favor of the Client as an undisclosed principal. The Broker may provide the Client with other services which are to be subject to the terms of the Agreement.

The reception and transmission of Client's orders are to be provided by the Broker in respect of the following financial instruments and related investments:

- (1) Transferable securities
- (2) Money-market instruments
- (3) Units in collective investment undertakings

(4) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash

(5) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event).

(6) Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market or/and an MTF (Multilateral Trading Facility)

(7) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in paragraph 6 and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognised clearing houses or are subject to regular margin calls

(8) Derivative instruments for the transfer of credit risk

(9) Financial contracts for differences

(10) Options, futures, swaps, and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of the one of the two parties (other than by reason of a default or other termination event) as well as any other derivative contract relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Part, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a

regulated market or an MTF, are cleared and settled through recognised clearing houses or are subject to regular margin calls.

The Broker also provides investment services to the Client in respect of monetary funds transferred by the Client to the account opened with the Broker under these Terms of Business and held by the Broker pursuant hereto.

In accordance with the license granted by CYSEC the Broker may provide the Client with ancillary services related to the aforementioned financial instruments and associated investments.

In the event of amendments to the list of financial instruments the Broker shall notify the Client of the changes made in accordance with the procedure provided for making amendments to these Terms of Business.

2.2 Input/withdrawal of monetary funds under these Terms of Business is carried out by the Client in currency in accordance with agreements. The Broker independently, without the Client's additional order, carries out conversion of received from the Client currency, including roubles of the Russian Federation, in the currency required for execution of operations, and while inputting/withdrawing monetary funds by the Client.

2.3. Broker accepts Client's instructions in relation to sale and purchase of Securities and derivatives instruments on the basis of Client's Trading Orders to Broker, received by Broker in writing by fax or electronic mail, in accordance with the Agreement. The Trading Orders are deemed to be accepted when they orally agree upon the Basic Provisions of the Transaction. If the Client does not specify the price in the Trading Order and unless otherwise agreed upon by the Parties, the Broker shall exert all reasonable efforts to execute Trading Orders at the best possible terms at the time of execution in the Broker's sole discretion in accordance with Appendix 4 hereto.

2.4. The validity period and execution of the Client Order

Unless otherwise agreed upon by the Parties, the Broker shall exert all reasonable efforts to execute the trading order of the Client during the business day following the moment of receipt of the Assignment from the Client. If the trading order was not executed by the Broker within the above mentioned period and if the Parties have not agreed otherwise, the trading order considered to be cancelled.

The Broker has right to transfer Client Orders for execution to third parties (hereinafter referred to as the "Sub-Brokers").

In the event that transactions according to the Client Order are executed by the Sub-Broker, the Broker shall accept the Client Orders from the Client and transfer the Client Orders to the Sub-Broker and shall remain responsible for such acceptance and transfer, and, in case of necessity, may provide an exchange of the documents between the Client and the Sub-Broker.

In respect of Client Accounts the Broker shall keep records of all transactions executed by the Sub-Broker according to the Client Orders placed with the Broker by the Client, records of the Client's securities and monetary funds in accordance with the data provided by the Sub-Broker

By acceptance of these Terms of Business the Client gives its consent to have transactions executed by Sub-Brokers in course of execution of Client Orders given to the Broker and on the terms of provision of services established by Sub-Brokers with stocks, other securities and financial instruments on regulated markets, on which the Broker is not a participant.

2.5. The negotiations of the Parties

Conversations of the Parties may be audio recorded as an evidence in disputes including as an Regulated by CySEC License No CIF 251/14

evidence of agreement about Basic Provisions of a transaction made by the Broker to execute the Instruction. The negotiation language may be English or Russian.

3. ASSET RECORDING

3.1 The Broker shall record the assets in accordance with the requirements of the current legislation of the Republic of Cyprus. The Broker hereto declares that it holds Client's monetary funds separately from its own monetary funds. The Broker exercises all due measures, care and diligence in the selection, appointment and periodic review of the banks where the Client's funds are held and the revision of the holding of the Client's funds with these banks.

3.2 Cash assets of the Client are held and recorded on separate bank account of the Broker. The Broker has a right to choose any other bank or several banks which Cash Accounts will be opened with. Any bank account of the Broker, which the Client's monetary funds are held on, shall be identified as the "Client Account" or in such a manner to notify third parties that monetary funds held on this account are not the Broker's own funds.

3.3 When monetary funds are deposited by the Client (or any other person on behalf of the Client) on the Broker's bank account, the Broker shall perform identification of a person that carried out such deposit of the monetary funds. The Broker has the right to require from the Client, and the Client (or another person acting on behalf of the Client to deposit funds) shall provide all the required information to the Broker. In the event of the required information is not provided by the Client, the Broker has the right not to credit monetary funds to the Client Account and return monetary funds to the person that transferred such funds.

3.4 In the event of the Client's Orders have been executed by Sub-Brokers, the Client's relevant operations with securities and funds, the safe-keeping of shares and other securities and/or records kept on the rights to shares and other securities of the Client will be carried out on the Broker's custody accounts opened with Sub-Brokers (or with other depositaries) and bank accounts with lending institutions in the manner and on the terms determined by Sub-Brokers (depositaries), lending institutions.

The procedure for maintaining aforementioned custody accounts and bank accounts shall be regulated by laws and other statutory acts of the countries of registration of Sub-Brokers (depositaries) and lending institutions, therefore the Client's rights related to these financial instruments and/or monetary funds may be changed accordingly.

The Broker shall be entitled to hold the Client's monetary fund and assets with credit and financial institutions outside European Economic Area. The client is hereby notified that his rights may differ in accordance with the legislation of the particular country. More detailed information is available upon Client's request.

The Broker undertakes to notify a Client in the manner specified in these Terms of Business of all other cases, except for the one given above, when financial instruments and/or monetary funds of this Client may be held by a third party on behalf of the Broker.

The Broker shall notify the Client of any cases when it is not possible to maintain financial instruments with a third party separately from own financial instruments of this third party or the Broker's financial instruments and shall give express notice of the related risks.

3.5 The Broker reserves the right and the Client agrees with the Broker's right to keep the Client's monetary funds and financial instruments in omnibus accounts opened with third parties on a Regulated by CySEC License No CIF 251/14

fungible basis. In this case the Broker guarantees to the Client the following:

- the Broker keeps internal records of all the Clients' monetary funds and financial instruments held in omnibus accounts with third parties;

- the Broker has in place systems and controls which ensure internal separate accounting of monetary funds and financial instrument of each Client held in omnibus accounts with third parties;

- the Broker conducts on regular basis reconciliations between its internal accounts and those of any third parties by whom Clients' monetary funds and financial instruments are held;

3.6. The Broker shall bear no responsibility before the Client for any actions, inactions or omissions of a third party and also for any losses incurred by the Client in a result of actions, inactions or omissions of a third party unless such losses directly arises from the Broker's willful default or fraud or gross negligence.

3.7. The Broker shall also bear no responsibility or liability for unfavorable consequences for the Client due to the insolvency/bankruptcy of a third party.

4. COMMUNICATIONS, CLIENT'S ORDERS AND ACCOUNT STATEMENTS.

4.1. Communications.

4.1.1 The Broker may rely upon any communication in any form (including verbal communication) made by any authorized signatories on behalf of the Client listed in Customer's Request Form hereto. Any change in the authorized signatories listed on Customer's Request Form shall be notified to the Client in writing. Until the Broker receives notification of any such change, the Broker shall not act in accordance with any such change.

4.1.2 In the event when under present Terms of Business the Broker provides the Client with any information that relates to the services provided hereunder, this information may be given to the Client through the Broker's official website without sending said information directly to the Client's address and/or using other secure means as specified in clause 4.1.4 hereof.

4.1.3 The Client's permanent Internet access is an obligatory term for the acceptance of these Terms of Business. By acceptance of these Terms of Business, the Client confirms that he/she has permanent Internet access and in evidence of this the Client informs the Broker on his/her address of electronic mail (E-mail) that should be used by the Broker to notify the Client of the address/changes in the address of the website and of addresses/changes in the directives of sections of this website that the Broker uses to provide the Client with information in accordance with these Terms of Business, and also to notify the Client of any material changes in the information given by the Broker to the Client.

The Client also confirms that he/she is aware of the possibility of malfunction (breakdown) in the operation of the Broker's website and accepts all possible risks related to unfavorable consequences of such malfunction (breakdown) for the Client.

4.1.4 Provision/transfer of in durable medium under these Terms of Business means any instrument of provision of information that enables the Client to store information addressed personally to the Client in a way accessible for future reference for a period of time adequate for information purposes and allows the unchanged reproduction of the information stored. For the purpose of these Terms of Business durable medium of Provision/transfer of information shall include:

Provision/transfer of information as a hard copy personally to the Client (authorized representative of the Client,) hand to hand, and also via courier or other postal services that Regulated by CySEC

make it possible to accurately identify the sender and the date of dispatch and receipt of correspondence;

• Provision/transfer of information by email (including files sent containing scanned originals), or using Internet Trading Systems, or through the Broker's website.

By acceptance of these Terms of Business the Client confirms that when choosing whether to receive information provided by the Broker as a hard copy pursuant or via the Broker's website and/or using other secure means specified in this clauses, the Client selects provision/transfer of information by email (including files sent containing scanned originals), using Internet Trading Systems or through the Broker's website, and also gives its consent to entitle the Broker at its own discretion to provide information to the Client using any of the means referred to above.

4.1.5 In cases when , the Client should send Orders to the Broker and/or the Broker should provide the Client with information by means of postal, e-mail and telephone services, the Client Orders will be deemed forwarded to the Broker, and information will be deemed duly provided in the event that the Parties use postal, email addresses or telephone numbers that are specified in:

- For the Client - address specified in the Customer Request Form in the form of Appendix 2 hereto;

- For the Broker: SKANESTAS INVESTMENTS LIMITED Address: Olympion, 23, Libra Tower, Office 202, 3605, Limassol, Cyprus Телефон: 25 212293 Фах: 25 212292 E-mail: info@skanestas.com Website: http://skanestas.com/

The Parties undertake to notify each other of any changes in contact details specified above in advance by means specified in these Terms of Business.

4.2. Client's Orders.

The Client shall be entitled to forward to the Broker Orders as follows:

• *Client Funds Transfer Order* - in a scanned copy sent via e-mail, provided that the original of Order shall be submitted later in a form described in Appendix 11 hereto;

• *Client Order for Transfer of Securities* - in a scanned copy sent via e-mail, provided that the original of Order shall be submitted later in a form described in Appendix 12 hereto;

• *Client Withdrawal Order* - in a scanned copy sent via e-mail, provided that the original of Order shall be submitted later in a form described in Appendix 13 hereto;

• *Client Trade Order* – in a scanned copy sent via e-mail, provided that the original of Order shall be submitted later in a form described in Appendix 14 hereto.

The Client shall be also entitled to forward to the Broker Client Trade Orders by using the relevant Internet Trading Systems operating via the worldwide web, that were selected by the Client and provided by the Broker to the Client when signing by the Client of the Brokerage Agreement.

4.3. Client's Account Statement.

4.3.1. The Broker shall promptly provide the Client in durable medium with information in Regulated by CySEC License No CIF 251/14

respect of the execution of each Client order. Notice about the execution of an Order shall be forwarded to a Retail Client in durable medium within the shortest possible deadline, but no later than the first business day after its execution, and in the event that confirmation of the execution of such order is received by the Broker from a third party, but no later than the first business day upon receipt of confirmation from a third party. The content of a notice about the execution of an order as mentioned above shall be determined in accordance with statutory acts of the Republic of Cyprus and the European Union. The Broker shall be entitled to provide the Client with information contained in such notice in the form of standard codes provided that the Client is given explanations on how to interpret these codes.

4.3.2. The Client and the Broker hereby agree that with regard to transactions and other operations on the securities market, including information mentioned in the paragraph 4.3.1., the shall not provide the Client with information on hard copies. The Clients' Reports or any other information shall be provided to the Client on the official site of the Broker or through the Internet. The Client hereby confirms that he agrees to get his reports and other information with regards to his account on the official site of the Broker or through the internet.

4.3.3. The Broker has to provide the Client with his reports or any other information about operation on securities markets by fax or by electronic mail only if the latest has requested it in writing.

4.3.4. The Client may express his disagreement with the presented information within 5 (five) working days after such information is forwarded or published by the Broker.

If the Client did not express his disagreement within above mentioned period it means that he accepted all information provided to him by the Broker.

5. FEES, COMMISIONS AND TRANSACTION COSTS

5.1. Unless agreed otherwise between the Client and the Broker, the Broker shall collect a fee from the Client for all services rendered to the Client in accordance with the procedure and in amount specified by the Broker and effective at the moment when services were actually rendered to the Client.

All bank and other fees, debts and expenses, payment for services of depositaries, registrars, subbrokers whose service the Broker must use if it is unable to execute Client orders independently, payment of legal fees, value added tax, sales tax and other taxes and duties incurred by the Broker when it duly fulfills its obligations, are timely debited by the Broker from the Client's account.

At the Client's request the Broker provides the Client with information about effective tariffs of third parties according to which the Broker bears expenses.

5.2. The Client agrees that the Broker is entitled to make amendments and additions to the tariffs on a unilateral basis with notification to the Client by means of including additions/ amendments in accordance to these Terms Of Business at least 10 (ten) working days before the Broker's new tariffs becomes effective. In the event of the Client's objections concerning the amendments made, the Client is entitled to cancel the Brokerage Agreement, but no earlier than the mutual settlements are made.

The Parties are entitled to specify the amount of the Broker's fee different from the one provided for by the Broker's tariffs.

5.3. The Broker may execute margin and/or unsecured (non-covered) transactions for the Client's interests. The conditions and risks associated with the said transactions are specified in Appendix 6a,6b,6c hereto which is also disclosed the official website of the Broker. By signing Brokerage Agreement the Client acknowledges his/her approval and acceptance in full the information specified in Appendix 6a,6b,6c hereto.

5.4. The Broker may pay part of the received commission to the business introducers and other third parties on the basis of the business intermediary agreement or other relevant agreements.

At the Client's request the Broker will provide the Client with any additional information about effective fees payable to the third parties according to which the Broker bears expenses.

5.5 The Broker is also may be entitled to obtain remuneration with its partners, Introducing Brokers and any third parties, as well as to obtain remuneration from them with respect to Contracts in which the Company is participating. Information regarding any such remuneration, shall not be reflected on the respective Settlement/Trade Confirmation and will be provided to the Client upon request.

6. SETTLEMENT

6.1. Unless agreed otherwise between the Client and the Broker, Securities shall be delivered/transferred to/from the Custody account (Client Account) of the Client opened with the Broker within the period of time specified in the relevant Instruction, in the case of sale of Securities to Client, no earlier than the receipt of money from such Transaction (sale). The Client is obliged to provide the available Securities on his Custody Account (Client Account) necessary for performance of every Transaction with the Securities.

6.2. The Client is obliged to provide the available monetary amount on his Broker's Account necessary for performance of every Transaction with the Securities. If it lacks the monetary amount necessary for performance of every buying Transaction the Client is obliged to transfer a determined monetary amount to the bank account of the Broker within 1 (One) Business Day after the Client gave the Client's trade order if otherwise provided in the additional Agreement between the Client and the Broker.

6.3. The payment obligations is deemed to be performed on the date which the Bank has deposited monetary funds to the Broker's bank account according to the Broker's direction.

6.4. Lien and Set-Off

The performance of the Client's obligations is ensured by means of lien on the Property of the Client which is hold about the Broker or on the Client's Custody account Client which are about the Broker or on the Client's Custody account. The Broker has the right to lien on the monetary amount or any Securities which the Broker has or on the Client's Custody account and terminate any Client's obligation by set-off at any time including any compensation for the Brokerage services and Transaction Costs according to these Terms of Business.

7. RISKS ASSUMED BY THE CLIENT

7.1. The Client shall bear any and all risks associated with the ownership of the Securities including registration risks, the risks of price volatility, market liquidity, issuer's insolvency and any acts or omissions of the issuer and/or registrars.

7.2. The Client confirms that before entering into the Brokerage Agreement he/she has carefully studied the brief description of the primary risks related to investments in financial instruments on both international financial regulated markets and Over-the-Counter market, including the description of the nature of financial instruments and risks related to specific financial instruments (Appendix 4 hereto which is also disclosed on the official website of the Broker), and also confirms that information is Regulated by CySEC License No CIF 251/14

understandable to the Client and that he/she is able on the basis of information to independently assess the risks and rewards related to the purchase and sale of specific financial instruments. By acceptance of these Terms of Business the Client gives his/her consent to accept all of the aforementioned risks.

7.3. By acceptance of these Terms of Business the Client confirms that he/she has carefully studied and understood the Declaration of Risks associated with margin and unsecured transactions on financial markets (Appendix 6a,6b,6c hereto) and gives its consent to accept the risks .

7.4. The Client shall be solely responsible for all filings, tax returns and reports on any transactions which must be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including without limitations any transfer, withholding or value added taxes), arising out of or in connection with the financial instruments including Russian Securities.

8. CLIENT'S CATEGORIZATION

8.1. In accordance with the Investment Firms Law 144(I)/2007 of the Republic of Cyprus, the Broker is obliged to categorize Clients as follows: retail clients, professional clients and eligible counterparties.

By signing this Agreement the Client acknowledges and agrees that he/she is automatically categorized as a Retail client.

Taking into account the Client's professional experience and knowledge the Broker may, at the Client's request and/or at the Broker sole discretion, change the Client's categorization from retail client to professional client.

In case the Broker assigns the Client to another category, the Broker shall notify the Client in a durable medium of any limitations to the level of client protection related to such change to another category.

8.2. Information on the levels of protection related to each category of clients specified in Appendix 7 hereto and in the official website of the Broker.

9. POLICY FOR MANAGING CONFLICT OF INTERESTS

9.1. When the Broker provides services according to the Terms of Business, circumstances can occur which can cause a conflict of interests which poses a significant risk of damage to interests of one or several Clients. A conflict of interests arises when the Broker in the process of providing investment services under the Terms of Business performs activities at the expense and in the interests of the Client which is at variance or could be at variance with the interests of another Client if their activities are not organized and not controlled by an authorized body. Further details regarding policy of the Broker for managing conflict of interest is specified in Appendix 8 hereto and available on the Broker's official website.

9.2. The Client may at any time request the Broker for any additional information about the Broker's conflicts of interest management policy, and the Broker shall provide this information directly to the Client by a durable medium including providing this information to Client through its website.

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10.1. The Broker is a member of Cyprus Investment Compensation Fund (hereafter refers to as "the Fund"). The objective of the Fund is to ensure claims of persons in whose interests the Fund operates to the Fund's members by paying compensations against claims arising in the process of rendering services by the Fund's members provided that the inability of a to fulfill its obligations has been identified. Further details regarding the Fund is specified in Appendix 9 hereto and available on the Broker's official website.

11. REPRESENTATIONS AND WARRANTIES

11.1 <u>Representations and Warranties of the Client</u>. The Client hereby represents and warrants to the Broker that:

11.1.1. The person who enters into the Brokerage Agreement on behalf of the Client is duly authorized to do so.

11.1.2. The Client shall represent and warrant to the Broker that it is capable and has sufficient authorities to enter into the Brokerage Agreement and has necessary knowledge and experience for adopting investment decisions and foresee and assess their consequences.

11.1.3. In the event that the Client is a legal entity, the Client shall guarantee that it is duly incorporated, established or founded and also that it has all necessary powers.

11.1.4. The Client shall act within the limits of the current legislation of the country of its location (if the Client is a legal entity) or residence (if the Client is an individual), and as he/she enters into the Brokerage Agreement, he/she shall be entitled to conclude it on terms specified herein, and will strictly comply with it when using the Broker's services.

11.1.5. In the event that the Client participates in the Brokerage Agreement as a principal, or if the Client acts as an agent in respect of any transactions or assets, the Broker shall consider the Client as a principal in relation to such transactions or assets and the Client shall hereby be held liable for the execution of the Brokerage Agreement like the Client personally entered into the Brokerage Agreement as a principal.

11.1.6. Execution and fulfillment of the Brokerage Agreement by the Client do not contravene or violate or constitute a default of obligations or exceeds them, does not involve default in payment and are not a reason which adds to default in payment and do not contradict to everything listed below and namely: any law by which the Client or any of its assets are governed; rights of any third parties in respect of the Client or the Securities; any agreement to which the Client or any of its assets are a party.

11.2. <u>Representations and Warranties of the Broker</u>. The Broker hereby represents and warrants to the Client that:

11.2.1. The Broker is a legal enterprise duly formed and existing pursuant to the laws of its registration or incorporation;

11.2.2. The Broker has the power and authority to enter the Brokerage Agreement and the person who signs the Brokerage Agreement on behalf of the Broker is duly authorized to do so;

11.2.3. The Agreement has been duly authorized and executed by Broker and constitutes a valid and legally binding obligation of the Broker, enforceable in accordance with its terms;

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11.2.4. The Broker shall conduct its Services under the Agreement in accordance with the Client's Instructions and Applicable Laws.

11.2.5. The Clients cash funds, transferred by him to the Broker for investment in securities and cash funds, received from transactions, performed by the Broker under these Terms of Business, are on the special brokerage account. The Client's cash funds, which are on the special brokerage account (accounts), can't be seized under the Broker's liabilities.

11.2.6. Execution and fulfillment of the Brokerage Agreement by the Broker do not contravene or violate or constitute a default of obligations or exceed them, do not involve default in payment and are not a reason which adds to default in payment and do not contradict to everything listed below and namely: any law by which the Broker or any of its assets are governed; rights of any third parties in respect of the Broker or the Securities; any agreement to which the Broker or any of its assets are a party.

12. LIABILITY, LIMITATION OF LIABILITY, INDEMNITIES AND FORCE MAJEURE.

12.1. If the Client violates the terms concerning payment provided in Clauses 6.2 of these Terms of Business he/she pays the Broker a penalty of 0,2 % of the amount due to transfer for every day of delay.

12.2. <u>A scope of Liability.</u> The Broker, its Affiliates, and agents shall be liable for any loss suffered by the Client in connection with their performance hereunder, if losses are the result of the willful misconduct, bad faith, or gross negligence on the part of the Broker, its Affiliates or agents, or the result of any action by the Broker, its Affiliates or agents taken without the Client's Instruction.

12.3. <u>Advice and Opinions.</u> The Broker, its Affiliates and agents shall, with respect to the Agreement, be entitled to rely upon, and to act or take no action on the advice or opinion of, any lawyer, appraise accountant, banker, registrar, securities company or other expert, whether it contains some error or is not authentic, and shall not be liable for any loss or liability occasioned by such reliance.

12.4. Parties shall not be liable for nonperformance or improper performance of any obligations under the Terms of Business if proper performance became impossible as a result of any circumstance unforeseeable by the Parties hereto on the date hereof and beyond the reasonable control of the Broker including, any strike, lockout or other form of industrial action, accident, fire, explosion, war, revolution, civil commotion, riot, sabotage, act of God or government intervention or action, malfunction or break-down of any telecommunications or computer system or equipment, or the acts or omissions of any issuer of Securities, any registration authority or any governmental department or agency of the Russian Federation or elsewhere.

13. PERIOD AND TERMINATION OF THE BROKERAGE AGREEMENT. AMENDMENTS AND/OR ADDITIONS.

13.1. <u>Period of the Agreement.</u> The Brokerage Agreement shall go into force on the day of its signing by both Parties and unless earlier terminated or extended in accordance with the Terms of Business, shall continue for a term of one year ("the Period").

13.2. Additional Period.The Period of the Brokerage Agreement shall be automatically extendedfor another year if neither of the Parties has informed the other Party of its termination.Regulated by CySECLicense No CIF 251/14

13.3. <u>Termination</u>. The Brokerage Agreement may be rescinded by either Party at any time upon 30 (Thirty) Business Days advance written notice. In such event, Broker shall be entitled to commissions up to the date of rescission and to retain sufficient funds to cover the settlement of any outstanding Transactions. On rescission of the Brokerage Agreement, the Client shall execute an appropriate Securities Purchase and Sale Transactions and any other documents necessary to performance outstanding obligations between the Parties.

13.4 <u>Amendments and/or additions</u>. Amendments and/or additions to these Terms of Business and the Brokerage Agreement, including to the Appendices hereto, shall be made unilaterally by the Broker.

Under the general rule, unless otherwise provided by the order of the Broker's Director on making amendments and/or additions hereto, all amendments and additions hereto shall take effect and become binding for the Client upon the expiry of 3 (three) calendar days from the time when the Client is notified of the amendments and/or additions made hereto.

The Client shall be notified of the amendments and (or) additions made hereto by posting messages on the Broker's official website, and at the Broker's discretion, the Client may be additionally notified using one of the ways specified in clause 4 hereof.

All amendments and/or additions hereto may, at the Broker's discretion, be made in writing. In case of amendments and /or additions made in the form of Addenda between the Parties, such Addenda shall be signed by authorized representatives of the Parties and shall constitute an integral part of the present Terms of Business and the Brokerage Agreement

If one of the provisions of the Terms of Business is/ or becomes invalid, this shall not affect validity of other provisions hereof

14. DISPUTE RESOLUTION

14.1. <u>Governing Law.</u> The Brokerage Agreement shall be governed, construed and interpreted by, through and under the Laws of the Republic of Cyprus.

14.2. <u>Dispute Resolution.</u> Any dispute arising out of or in connection with the Brokerage Agreement, including any question of its existence, validity or termination, shall first be the subject of amicable negotiations between the Parties. If after 30 (thirty) calendar days the Parties have not resolved the dispute, either Party may refer the dispute to, and the Parties hereby agree to the jurisdiction of the Limassol District Court, according to its rules. The arbitration tribunal shall consist of one arbitrator selected pursuant to such rules. Arbitration shall proceed and all documents shall be presented in English language. Any award of the arbitrators shall be final and binding upon the Parties.

15. MISCELANIOUS.

<u>15.1 Confidentiality.</u> Each Party hereto shall maintain in confidence, consider as proprietary and take all reasonable measures to prevent disclosure of all information and records (with the exception of publicly available information and records) concerning the Client, the Client's clients, the Broker and the Broker's Affiliates, and will not use or disclose such information and records other than for performance of such Party's obligations hereunder, or as such Party may consider necessary or appropriate pursuant to reporting requirements or other disclosure obligations under relevant law.

15.2. <u>No Assignment.</u> No Party may without the prior written consent of the other Party transfer any of its rights or obligations hereunder to any Person. Notwithstanding the foregoing, the Broker may without the consent and at no additional cost to the Client, engage other brokers or agents for the Regulated by CySEC License No CIF 251/14 execution of the Client's Instructions.

15.3. <u>No Partnership</u>. Nothing in the Brokerage Agreement is intended nor shall be deemed to create a partnership, agency relationship, or other joint activity under Applicable law.

15.4. <u>No Waiver</u>. The failure or delay of any Party hereto at any time or from time to time to exercise any right under or enforce any provision of the Brokerage Agreement shall not be construed to imply a waiver of such provision or of the right of that Party to exercise or enforce it subsequently. No single or partial exercise of any right under the Brokerage Agreement shall preclude the further or full exercise of such right.

BROKER'S BANK DETAILS:

In Rubels Russian Federation:

Beneficiary: Skanestas Investments Limited Account Number: 40807810609000001531 IBAN: CY08120000134080781060001531 Beneficiary Bank: Promsvyazbank PJSC, Cyprus Branch Corr. Acc. 3010181040000000555 BIC 044525555, INN 7744000912

In Dollars USA:

Beneficiary: Skanestas Investments Limited Account Number: 40807840509000001737 IBAN: CY49120000134080784050001737 Beneficiary Bank: Promsvyazbank PJSC, Cyprus Branch SWIFT: PRMSCY2N Correspondent Bank: Deutsche Bank Trust Company Americas, New York SWIFT: BKTRUS33 CORR. ACCOUNT NUMBER: 04414147

In EURO:

Beneficiary: Skanestas Investments Limited Account Number: 40807978209000001608 IBAN: CY46120000134080797820001608 Beneficiary Bank: Promsvyazbank PJSC, Cyprus Branch SWIFT: PRMSCY2N Correspondent Bank: Deutsche Bank AG, Frankfurt am Main SWIFT: DEUTDEFF CORR. ACCOUNT NUMBER: 10095142900000