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RULES FOR CONDUCTING FX AND DELIVERABLE FX FORWARD TRANSACTIONS WITH COUNTERPARTIES (BANKS) USING ELECTRONIC TRADING PLATFORM UNICREDIT FX

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# Public

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#### 1. PURPOSE

AO UniCredit Bank effects FX and deliverable FX forward transactions with its Counterparties via electronic trading platform UniCredit FX and in accordance with the provisions of these Rules for conducting FX and deliverable FX transactions with counterparties (banks) using electronic trading platform UniCredit FX (hereinafter - "Rules").

#### 2. TERMS AND DEFINITIONS

In the context of the Rules, the following terms shall have the following definitions:

**Authentication** shall mean a set of parameters that define unique identification of UniCredit FX user (login, password):

Bank shall mean AO UniCredit Bank;

Valuation Date shall mean the agreed date when the Parties fulfill their obligations under Transaction;

**Transaction Date** shall mean the date when the Parties agreed the essential terms of Transaction (in case of concluding Transaction at the current rate) or the date when the necessary exchange rate of the currency pair specified in the Order was reached (in case of concluding Transaction by placing an Order);

**RBS** shall mean a remote banking system used by the Parties for the electronic exchange of documents. The conditions for using the RBS system are defined in individual RBS agreement with the Counterparty;

**Information** shall mean data on executed Transactions recorded in UniCredit FX (including Transaction number, essential terms of the Transaction, status, date and time of the Transaction) with the ability to print out such data from UniCredit FX:

**Counterparty** shall mean a bank as defined in Federal Law No. 395-I dated 02 December 1990 "On Banks and Banking Activities" as well as a non-resident legal entity which is authorized to carry out banking activities under the law of the country where it is established and which concludes Transactions with the Bank subject to the Rules:

**Order** shall mean an application for Transaction that the Counterparty makes in the UniCredit FX indicating essential terms and the validity period of the application;

**Payment instructions** shall mean information on the Parties' accounts and details necessary for effecting settlements under the Transaction:

**Confirmation** shall mean a document evidencing the conclusion of the Transaction, containing the agreed essential terms of the Transaction that is sent using means of communication as agreed in the Agreement;

**PC**, **workplace** shall mean the Counterparty's personal computer or a laptop on which the UniCredit FX is installed and from which the Counterparty can go online and log in to UniCredit FX;

**Business Day** shall mean a day when banks are open for performing operations in Moscow, as well as in any other countries whose legal national currencies participate in the Transaction;

**Transaction** shall mean a foreign exchange transaction with the settlement terms TOD<sup>1</sup>, TOM<sup>2</sup> or Spot<sup>3</sup> and a deliverable FX forward transaction<sup>4</sup> that are concluded using the electronic trading platform UniCredit FX according to these Rules;

**Agreement** shall mean (1) Master agreement for derivative transactions on financial markets (the so-called "Russian ISDA") that is signed by financial market participants – residents of the Russian Federation – for conducting over-the-counter transactions with derivatives; it is an integral part of the Standard documentation for derivative transactions on financial markets, which was jointly developed by the Association of Russian Banks, the National Association of Securities Market Participants and the National Foreign Exchange Association and published in the Internet on the official web pages of said organizations;

- (2) Agreement on general conditions for foreign exchange transactions;
- (3) ISDA Master Agreement, a master agreement for executing derivative transactions with non-resident market participants, which was developed by the International Swaps and Derivatives Association; or
- (4) any other agreement or contract which is concluded with the Counterparty to regulate Transactions contemplated by these Rules;

**SPFS** shall mean Financial messaging system of the Bank of Russia (Bank of Russia transport system); **Parties** shall mean the Bank and the Counterparty;

<sup>&</sup>lt;sup>1</sup> TOD - «Today» Transaction with the settlement date coinciding with the date of Transaction.

<sup>&</sup>lt;sup>2</sup> TOM - «Tomorrow» Transaction with the settlement date on the first Business Day following the date of Transaction.

<sup>&</sup>lt;sup>3</sup> Spot - Transaction with the settlement date on the second Business Day following the date of Transaction.

<sup>&</sup>lt;sup>4</sup> For deliverable forward Transactions, all settlements are made not earlier than on the third Business Day following the date of Transaction.

**Authorized person** shall mean a person dully authorized by a Party to conclude, amend and terminate Transactions on behalf of the Party send/receive documents and/or information about the Transactions (including legally significant) through the UniCredit FX, send/receive documents, information (including legally significant as provided for herein);

**SWIFT** shall mean an international interbank system for transmitting information and making payments;

**UniCredit FX** shall mean a remote electronic trading platform, for the interaction between the Bank and the Counterparty for the purpose of concluding Transactions.

#### 3. GENERAL TERMS OF USE OF THE UNICREDIT FX

- 3.1. These Rules regulate the procedure for using UniCredit FX for concluding Transactions between the Bank and the Counterparty, define the rights, obligations and responsibilities of the Parties in connection with the use of UniCredit FX, and determine the procedure for providing and terminating access to the UniCredit FX.
- 3.2. The provisions of these Rules apply to Transactions subject to the terms of the relevant Agreement. In the event of any conflict between the terms of the Rules and the Agreement, the terms of the Agreement will prevail except to the extent of the procedure for concluding Transactions via UniCredit FX, which is provided in Clause 5 of the Rules.
- 3.3. The Rules are subject to publication on the Bank's website at <a href="www.unicreditbank.ru">www.unicreditbank.ru</a>.
- 3.4. All amendments and/or additions hereto must be made through mutual agreement of the Parties in the manner as provided for in this Clause and in accordance with the applicable legislation of the Russian Federation.
  - 3.4.1. In case of any amendment (addition) hereto, the Bank will give an at least ten (10) day prior notice in the form of proposal (offer) to the Counterparty about the contemplated changes (additions) coming into force by way of publishing relevant information on its official website at <a href="https://www.unicreditbank.ru">www.unicreditbank.ru</a> and/or any other way at the discretion of the Bank.
  - 3.4.2. The Counterparty may provide its consent with (accept) the proposal (offer) of the Bank in any of the following ways:
  - by performing the following actions by the Counterparty (the Counterparty's representative) after ten (10) days from the sending date of the Bank's proposal (offer): send instructions and/or information messages to the Bank within the framework of these Rules as well as perform any other actions which indicate the Counterparty's intention to continue to comply with the Rules, including submitting Applications/Requests for the provision of products/services by the Bank within the framework of these Rules;
  - by expressing its will to accept the proposal (offer) of the Bank through inaction (keeping silent), which shall be understood as the absence of the Counterparty's written non-acceptance of the proposed changes and/or additions or absence of a written termination notice with respect to the agreement concluded by adjoining the Rules due to the Counterparty's non-acceptance of the proposed changes and/or additions.
  - 3.4.3. To ensure that the Counterparty receives the Bank's proposal (offer), the Counterparty undertakes to regularly, either itself or through a representative, check on the Bank's website for information about any forthcoming changes or additions to the Rules.
  - 3.4.4. The Bank is not responsible for any losses incurred by the Counterparty due to its lack of awareness provided that the Bank has properly fulfilled its obligations on preliminary disclosure of information with respect to contemplated changes and/or additions.
  - 3.4.5. After ten (10) days from the first publication and/or proposal (offer) given by the Bank as stipulated in this Clause, the Rules shall be deemed amended upon mutual agreement of the Parties unless the Bank receives a termination notice from the Counterparty (its refusal to change the Rules) during the specified time period.
  - 3.4.6. If any of the provisions of the Rules becomes invalid for any reason, this will not affect the validity of the other provisions of the Rules.
- 3.5. The Parties shall acknowledge the use UniCredit FX as a method of concluding Transactions by complying with the written form of Transactions with handwritten signature of their Authorized persons. Authentication in UniCredit FX allows the Parties to uniquely identify the platform users and is necessary and sufficient evidence that can reliably establish that a specific document was issued by a specific Party.
- 3.6. The Bank can make the following types of Transactions with the Counterparty via UniCredit FX:
  - 3.6.1. foreign currency transactions with the settlement terms TOD, TOM and Spot,
  - 3.6.2. deliverable forward contracts.

Transactions may only be concluded if the Counterparty signed a relevant Agreement with the Bank which regulates the procedure for concluding, amending, terminating Transactions and issues related to the performance of the Parties' obligations arising therefrom, excluding the procedure for concluding Transactions

via UniCredit FX as outlined in Clause 5 of these Rules.

- 3.7. Currency pairs for Transactions in the UniCredit FX are determined for each Counterparty individually in accordance with its specific requirements.
- 3.8. The exchange of information related to the use of UniCredit FX (in terms of applications, notifications, requests) is carried out between the Bank and the Counterparty via the SWIFT/SPFS, RBS and, in exceptional cases, by mail with a return receipt requested (or in any other similar way with confirmation of delivery).

In case of transmission of messages via the SWIFT/SPFS system, messages in the free format MT399 must be used.

The text of messages corresponding to Appendix 1 to these Rules must contain fields similar to the fields specified by the Appendix.

The text of the message can be written either in English or in transliteration.

If documents are sent by mail or any other similar way, the authority of the representatives of the Parties who signed these documents to act on behalf of the Parties without powers of attorney must be confirmed, or appropriate powers of attorney must be provided.

- 3.9. Settlements of the Transactions are carried out:
  - 3.9.1. through the Counterparty's accounts opened in the Bank;
  - 3.9.2. through the Bank's correspondent account.

All settlements will be carried out on the basis of Payment instructions issued by the Parties in accordance with the Agreement or Confirmation.

- 3.10. The Counterparty undertakes not to copy, reproduce or disclose to any third parties, nor modify or distribute any of the materials or their components received from UniCredit FX; nor to modify or decompile any software components, or attempt any other use of UniCredit FX that is not expressly provided for herein, given that UniCredit FX is an object of intellectual property. If, however, the Bank incurs any damage as a result of improper use of UniCredit FX, the Counterparty shall be held liable subject to applicable laws of the Russian Federation.
- 3.11. To enable necessary interaction with the Bank through the UniCredit FX, the Counterparty shall independently and at its own expense ensure the availability of the necessary PCs. The Counterparty is responsible for selecting the right PC equipment suitable for using the UniCredit FX.
- 3.12. The Counterparty is obliged to maintain, at its cost and expense, its PC equipment in good working order so as to ensure proper functioning of the UniCredit FX on the Counterparty's side and to independently restore functionality of its PC equipment.
- 3.13. The Counterparty must independently configure its PC equipment to enable its Authorized Persons to use the UniCredit FX.
- 3.14. The Bank is not responsible for problems on the Counterparty's side that arise during the installation, support and operation of UniCredit FX, including, but not limited to, problems with software compatibility with other software products, discrepancies between the results of using UniCredit FX and the Counterparty's expectations, etc.
- 3.15. The Bank is not responsible for communication problems, including, but not limited to, the presence and (or) lack of access to the Internet, malfunctions of technical means and (or) equipment, interruptions in electrical networks and failures of electrical equipment on the Counterparty's side.
- 3.16. The use of UniCredit FX by the Counterparty is carried out via the Internet channels.
- 3.17. When using UniCredit FX, the time of the corresponding action in the UniCredit FX operation logs is set to the current Greenwich Mean Time (GMT), recorded by the UniCredit FX hardware clock.
- 3.18. Printouts of the Confirmations and Information are recognized by the Parties as documents in simple written form, are unconditional evidence of the conclusion of the Transaction and the emergence of rights and obligations of the Parties, and can be used as written evidence in the event of possible dispute consideration.
- 3.19. Each Party agrees that, despite the security measures taken by the other Party, it accepts the risks associated with the transfer of documents over unsecured communication channels and releases the other Party from claims in connection with the use of email and possible negative consequences (including but not solely due to the risk of loss of confidential information, fraud, access by unauthorized persons, etc.).

When sending documents by email, the Parties shall only use the email addresses specified in the Application for accession (Appendix No. 1 to the Rules) and mutually undertake that on the date of sending the document by email:

- A) their corporate email system is protected with passwords which are known only to the owners of the specific email boxes;
- B) the email addresses specified in the Application for accession are corporate email addresses and identify the Authorized persons of the Parties and each of the Parties (respectively);

- C) The email addresses specified in the Application for accession are the email addresses of the Authorized persons of the Parties under the Transaction. No additional confirmation of authority is required for the Parties sending documents on behalf of the Counterparty / Bank (respectively) using the email addresses specified in the Application for accession.
- 3.20. The Parties agree to take measures as may be necessary to prevent unauthorized access to the UniCredit FX. Each Party undertakes to ensure and oversee proper use of the UniCredit FX.

A person that has access to the UniCredit FX of a Party and has concluded (amended, terminated) the Transaction shall be considered by the Partiesas an Authorized person for the purposes of agreeing on the terms and conclusion (amendment, termination) of the Transaction whereas his/her authority is considered evident from the situation. If the above referred person does not have documented authority for concluding (amending, terminating) the Transaction, this will not be considered as a basis for invalidating or cancelling the Transaction (its amendment or termination).

#### 4. PROCEDURE FOR PROVIDING ACCESS TO THE UNICREDIT FX

- 4.1. The Counterparty agrees to the terms of these Rules by signing and sending to the Bank an Application for accession. The Application form is given in Appendix No. 1 to these Rules.
- The Counterparty sends the completed Application to the Bank via the communication systems specified in Clause 3.8.
- 4.2. The Bank reviews the received Application for accession after which it sends confidential letters by email to each of the Authorized persons of the Counterparty providing links to the UniCredit FX on the Internet and unique login and password and a reminder to change password after the first authorization in the UniCredit FX.
- 4.3. The Counterparty is deemed as having been provided access to UniCredit FX the moment its Authorized person logs into the UniCredit FX for the first time.
- 4.4. If the Counterparty requires additional users in the UniCredit FX, it must send an Application for accession to the Bank in the form of Appendix 1. In this case, the Bank acts in a similar way as set out in Clause 4.2.
- 4.5. The Parties shall assume full responsibility for the actions of their employees who are given access to the UniCredit FX. Therewith, a person who has gained access to the UniCredit FX irrespective of the way or form will be considered as an Authorized person of a respective Party having authority to use the UniCredit FX in accordance with the Rules.
- 4.6. In case any Party process (including transfer from one Party to another Party) personal data (any information, related to a directly or indirectly identifiable natural person (personal data subject)) for the purpose of fulfilling the Rules, personal data subjects being employees, clients, Parties' representatives and others, except for personal data subjects whose data are processed on other grounds including the requirements of the Russian laws and/or other applicable to the Party legislation, the Parties undertake to ensure that:
  - 4.6.1. The Parties have obtained necessary prior consents from the owners of personal data (if required by laws regulating a respective Party) subject to Federal Law No. 152-FZ dated 27 July 2006 "On Personal Data" ("Federal Law No. 152-FZ"), and/or any other applicable regulations, and are therefore allowed to process the data, including transferring personal data to the other Party and including in all applicable cases (subject to the requirements of effective legislation of the Russian Federation and/or other applicable regulations) a cross-border transfer of personal data, and strictly for the purposes of executing the Rules and ensuring compliance in all related business relations. Whenever requested by the other side, the Parties shall confirm in writing that the personal data received by them is used only for the purposes for which it was communicated. If personal data is transfered to the countries that do not provide adequate protection of the rights of their owners, the transferring Party undertakes to obtain the necessary consents in accordance with Art. 9 of Federal Law No. 152-FZ and/or other provisions of applicable regulation, including permission to a cross-border data transfer from a competent authority, as the case may be.
  - 4.6.2. Whenever inquired by competent regulatory authorities, the Parties shall, at the request of the other Party and within a reasonable time, but in any case within five (5) Business Days from the date of receipt of the relevant request, provide evidence of the legality for processing personal data by the Party.
  - 4.6.3. A Party receiving personal data during the execution the Rules shall ensure its confidentiality and security.
  - 4.6.4. During the execution hereof, the Parties will not distribute personal data within the meaning of Federal Law No. 152-FZ.
  - 4.6.5. Whenever deemed necessary for the purposes hereof and to the extent as defined herein, including cases where one of the Parties makes certain legal actions on behalf and at the expense of the other Party in setting the purposes and/or scope of the personal data processing, the Parties shall sign an agreement for

the processing of personal data at the instruction of the other Party, subject to Part 3 Art. 6 of Federal Law No. 152-FZ. This Clause 4.6.5 applies to the Counterparties that are residents of the Russian Federation.

#### 5. PROCEDURE FOR CONCLUDING TRANSACTIONS IN THE UNICREDIT FX

5.1. Transactions can be concluded in the UniCredit FX platform in one of the following ways:

## 5.1.1. At the current exchange rate.

The Counterparty fills out a Transaction screen form (application for Transaction) in the UniCredit FX and specifies all necessary essential terms (currency pair, Transaction type, amount, Valuation Date). Based on the completed parameters in the application, the UniCredit FX shows the current exchange rate of the Bank. If the Counterparty is satisfied with the rate offered by the Bank, clicks either "sell" or "buy" button (accepts the application) thereby expressing its consent to concluding the Transaction at the rate offered by the Bank. Transaction is considered concluded from the moment the Counterparty accepts the application at the rate quoted by the Bank.

The UniCredit FX automatically generates the Transaction Information with a printout option which includes Transaction number, essential terms, date and time.

The Transaction is processed by the Bank automatically, meaning that after the Transaction is concluded, it is settled immediately provided the Counterparty has sufficient funds in its account. Cancellation of the Transaction concluded as set forth in this Clause 5.1.1 or amendment of its essential is not provided.

#### 5.1.2. By issuing an Order.

Counterparty issues an Order (application for Transaction) in the UniCredit FX specifying its essential terms (currency pair, type of Transaction, currency, amount to be bought/sold, desired rate for the specified currency pair, term of the Transaction) and validity period of the Order (the period during which a given Transaction can be concluded).

Transaction is considered concluded from the moment the specified currency pair reaches the rate specified in the respective Order in the UniCredit FX. Transaction Date is considered to be the date when the specified currency pair reaches the rate specified in the respective Order.

UniCredit FX automatically generates the Transaction Information with a printout option which includes Transaction number, essential terms, date and time.

Transaction is processed by the Bank automatically, meaning that after Transaction is concluded, it is settled immediately provided the Counterparty has sufficient funds in its account. If and when the Order expires, the application for the Transaction will be automatically cancelled.

Until the Transaction which is instructed with the Order has been concluded, the Counterparty can change/withdraw the Order by making the respective changes in the Order (application for Transaction) in the UniCredit FX.

Counterparty can track the exchange rate of the specific currency pair and status of the specific Order in the UniCredit FX in real time.

- 5.2. The Parties must agree the Payment instructions in the event that settlements will not be carried out according to the standard Payment instructions specified in the Agreement.
- 5.3. Payment obligations arising from the concluded Transactions will be settled in accordance with the provisions of the Agreement.
  - 5.3.1. When settling through the Counterparty's bank accounts with the Bank the Counterparty must ensure that there are sufficient funds in its bank account on the date when a respective Transaction is settled. Settlements arising from the concluded Transactions shall be carried out subject to the provisions of the Agreement and taking into account the Counterparty's consent (pre-given acceptance) to write off the amounts of executed Transactions in the UniCredit FX as provided in the Application for accession. Partial debiting of funds is not carried out.
  - 5.3.2. When settling through the Bank's correspondent account the Counterparty must ensure that funds are credited to the Bank's correspondent account in the amount necessary to fulfill its payment obligations under the respective Transaction.

In the event of insufficient funds for settling a Transaction, the provisions of Clause 9.1 below shall apply.

5.4. UniCredit FX can generate a list of all Transactions concluded in a selected period of time using the available filters, as well as Information about each Transaction with a printout function.

#### 6. ENSURING DATA PROTECTION IN THE UNICREDIT FX

6.1. To ensure adequate protection of the Information, the UniCredit FX must be used with appropriate Authentication means.

- 6.2. The Parties hereby agree that by using the UniCredit FX a Party:
  - 6.2.1. acknowledges that the methods used for ensuring Authentication of the Parties, confidentiality and data integrity control and protection are sufficient, i.e. provide adequate protection of the best interests of the Party;
  - 6.2.2. waives any claims it may have against the other Party connected with or related to inadequate Authentication, confidentiality and data integrity built in the UniCredit FX s deemed by the first Party;
  - 6.2.3. acknowledges that a printout of the Confirmation and/or Information is sufficient evidence of communication for the Counterparty.
- 6.3. The Counterparty undertakes to take all necessary action to prevent unauthorized access to the UniCredit FX and any interaction with the UniCredit FX by any third parties and malware.

#### 7. COMPROMISED DATA PROTECTION MEANS

- 7.1. The Counterparty is obliged to maintain the confidentiality of the Authentication means and take all reasonable measures to prevent their loss, disclosure, distortion or unauthorized access to them.
- 7.2. The fact or threat of compromising the Authentication means is established by the Counterparty at its own discretion. Compromising involves loss of trust that the Authentication means as a tool for ensuring integrity and authorship of transmitted information is not available to any unauthorized persons. Events associated with compromised Authentication means include, but are not limited to:
- loss of the Authentication means;
- access of unauthorized persons to the Authentication means;
- other circumstances, directly or indirectly pointing to the possibility of unauthorized access to the Authentication means.
- 7.3. In the event of compromised integrity or a threat thereof, the Counterparty is obliged to immediately stop using the UniCredit FX and notify the Bank by sending an access blocking request in free form using the communication channels referred to in Clause 3.8.
- 7.4. Access blocking request will be considered received by the Bank if all conditions have been met for the use of the communication channels as agreed in the relevant agreements between the Parties.

#### 8. BLOCKING ACCESS TO THE UNICREDIT FX

- 8.1. The Bank will block the Counterparty's access to the UniCredit FX in the following cases:
  - 8.1.1. if termination of a relevant Agreement has been initiated and/or if the Bank received a notice of termination of the Agreement or cancellation through mutual agreement of the Parties;
  - 8.1.2. if any negative information is revealed during identification of the Counterparty;
  - 8.1.3. if the Bank received a notification of loss, compromise or failure of the Client's PCs;
  - 8.1.4. if the Bank received a notification of loss or compromise of the Authentication tools;
  - 8.1.5. default by the Counterparty;
  - 8.1.6. based on the Counterparty's request received through any of the communication channels specified in Clause 3.8;
  - 8.1.7. if there is a controversial situation related to the electronic document flow between the Bank and the Counterparty;
  - 8.1.8. a scheduled maintenance outage;
  - 8.1.9. if one can reasonably suspect unauthorized access to the communication with the UniCredit FX;
  - 8.1.10. if one can reasonably suspect attemped market manipulation and insider trading:
  - 8.1.11. non-compliance with the terms of using the UniCredit FX and settling Transactions.
- 8.2. The Bank will notify the Counterparty about blocked access to the UniCredit FX using the contact details specified in the Application for accession to the Rules and also by sending a notice to the Counterparty in a free format to the email specified in the Application for accession.
- 8.3. The Bank will deblock the Counterparty's access to the UniCredit FX as soon as the causes of the access blocking were eliminated and will notify the Counterparty thereof by sending a message in a free format to the email specified in the Application for accession to the Rules.

# 9. LIABILITY

9.1. For any delay, full or partial default on its payment obligations, in particular, if the Counterparty fails to provide sufficient funds on its account for settling the specific Transaction, such Party ("Defaulting Party") shall be held liable to a penalty payable to the other Party ("Non-Defaulting Party") in accordance with the provisions

of the individual Agreement.

- 9.2. The Parties shall each bear responsibility for the access to the UniCredit FX given to unauthorized persons and as such may not refer to this fact whenever seeking to invalidate any Transaction concluded in accordance with the Rules.
- 9.3. The Bank shall not be held liable for any losses, including lost profit, incurred by the Counterparty as a result of:
  - 9.3.1. any failure of the Counterparty's PC equipment which the Counterparty uses to log into UniCredit FX or any failure in the communication channels when working in UniCredit FX;
  - 9.3.2. unauthorized disclosure of any Transaction to any unauthorized persons using unauthorized access to UniCredit FX; and
  - 9.3.3. any third party use of the information about the Transactions received through electronic communication channels used in the electronic interaction in UniCredit FX.
- 9.4. The Parties shall in no event be held liable for any full or partial default of their payment obligations under the Transaction provided it was due to any force majeure event that the Parties could neither reasonably predict nor avoid and provided that said event directly affected the Parties' performance hereunder.

The above referred force majeure event include: military operations, terrorist attacks, blockades, riots, natural disasters, accidents, hardware and software disruptions, strikes, suspension, as well as the adoption of new laws and other legal acts regulating the relevant legal relationship, which render impossible the Parties' performance hereunder. In this case, the Parties shall procure official certificates issued by competent authorities as sufficient evidence of the existence of force majeure.

Therewith, performance of a Party invoking force majeure will be postponed for a period during which the invoked circumstances continue.

- 9.5. The Party whose performance hereunder was hampered due to force majeure shall notify the other Party of the occurrence or discontinuation of such events within three (3) Business Days.
- 9.6. A Party which fails or delays in giving a timely notice of force majeure may not subsequently invoke to such circumstances.
- 9.7. The Parties' obligations hereunder shall continue in full force and effect after the termination of a force majeure event.

## 10. DISPUTE RESOLUTION

- 10.1. These Rules, including all rights and obligations of the Parties arising herefrom, shall be governed in accordance to the legislation of the Russian Federation.
- 10.2. All disputes and disagreements that may arise during the process of implementation of these Rules will be resolved in a local court at the location of the defendant subject to effective substantive and procedural laws of the Russian Federation.
- If, however, Russian law in force at the time of a claim stipulates a mandatory pre-trial procedure for resolving disputes arising in connection herewith, the dispute may be referred to court for resolution after fourteen (14) days from the date on which a relevant claim was presented by a Party to another. Submitting claims shall be deemed as a pre-trial settlement measure.
- 10.3. All disputes, disagreements, controversies and claims arising in connection with Transactions that are regulated by the Agreement, or directly or indirectly related to said Transactions including related to their conclusion, existence, change, performance, violation, termination, cancellation and validity, shall be resolved subject to the relevant Agreement.

## 11.TERM

- 11.1. The conclusion of an agreement between the Parties is carried out by the Counterparty joining the Rules (acceptance of the Rules) in accordance with Article 428 of the Civil Code of the Russian Federation and is carried out by signing an Application for accession to the Rules by the Counterparty. This agreement comes into force from the moment the Bank receives the signed Application and is valid for 1 (one) year.
- 11.2. The Rules shall be continually renewed unless any of the Parties gives a written notice of termination at least thirty (30) days before the contemplated termination date.
- 11.3. The Parties have agreed that if, on the expiration date of these Rules, any of their obligations with respect to any Transaction remain outstanding, the effective period of the Rules will be considered extended until the Parties fully discharge their obligations in accordance herewith.
- 11.4. Each of the Parties has the right to terminate the agreement which was concluded by way of adjoining the Rules before its expiration date, unilaterally and without providing explanation, but subject to mandatory

notification at least thirty (30) days before the contemplated termination date after which the agreement (and, hence, these Rules) will be considered discontinued. In this case, the provisions of Clause 11.3 above must be observed.

Appendix 1 To the Rules for conducting FX and deliverable FX transactions with counterparties (banks) using electronic trading platform UniCredit FX

# Application for accession to the Rules for conducting FX and deliverable FX forward transactions with counterparties (banks) using electronic trading platform UniCredit FX

Full name of Legal entity Tax registration number	
Customer number	
SWIFT/SPFS	
Date of Application	

Counterparty hereby confirms that he has read the Rules, understands the text, agrees with the Rules, undertakes to comply with the Rules and requests to register as a Counterparty for conducting Transactions using UniCredit FX.

Authorized persons of the Counterparty, who will be granted the access to UniCredit FX.

full name	position	e-mail	phone

The Counterparty hereby gives the consent (acceptance given in advance) and instructs the Bank to write off the amounts for concluded Transactions in UniCredit FX, payable by the Counterparty in accordance with the Rules, without additional instructions from the Counterparty from his bank account (accounts) specified in the Agreement or Confirmation. Partial debiting of funds is not carried out.

#### Attention!

If this Application is sent via the SWIFT/SPFS, the message must include the following data: Name of Legal entity, SWIFT/SPFS code, Currencies and Payment Instructions, Authorized persons - full name, position, e-mail, phone, confirmation that the Counterparty has read the Rules, agrees with the Rules and requests to register him as a Counterparty for conducting Transactions in UniCredit FX.

- If this Application is sent through the RBS system, fill out the Application in MS-Word format and sign it with an
  electronic signature by selecting the document category "Conversion transactions: Application for accession, change
  of details".
- After sending the Application to the Bank, each Authorized person of your organization will be sent a confidential letter
  from the xxxxxxxxxxx@unicredit.ru to the specified email address, indicating the UniCredit FX Internet address, with
  notification of the assigned login and password, indicating that the Authorized person must log in to UniCredit FX using
  the login and password specified in the letter. When logging into UniCredit FX for the first time, each Authorized person
  must independently change the password to a new one.
- Please address questions regarding connection to UniCredit FX to: <u>marketsmiddleoffice@unicredit.ru</u>.