

## USER AGREEMENT



No. \_\_\_\_\_

**Sberbank of Russia Public Joint-Stock Company; Sberbank of Russia**, hereinafter referred to as the "**Bank**", incorporated and operating under the laws of the Russian Federation, with the following registered address: Russian Federation, 117997, Moscow, Vavilova St. 19, represented by the General Sales-Trader of the Global Markets Operations Center Mr. Taras Viktorovich Shevchenko, acting under the Power of Attorney No.397-D dated August 7, 2014, of the one part, and

[●], hereinafter referred to as the "**Customer**", incorporated and operating under the laws of [●], with the following registered address: [●] and registration number [●] represented by [●] acting under [●], of the other part, together hereinafter referred to as the "**Parties**", have entered into this Agreement as follows:

## 1. Subject matter of the Agreement

1.1. This Sberbank Markets System User Agreement (hereinafter referred to as the "**Agreement**") determines the terms and conditions of utilizing the Sberbank Markets System (hereinafter referred to as the "**System**"), the procedure for provision and termination of access to the Sberbank Markets System, the procedure for completing Trades using the Sberbank Markets System, and for making changes to the terms and conditions or terminating Trades completed by using the System.

1.2. This Agreement is an integral part of the Master Agreement.

1.3. All capitalized terms and their definitions used herein are defined in paragraph 13 hereof.

1.4. By using the System, the Parties may complete Trades stipulated by the Master Agreement. The Bank shall have the right to unilaterally change the list of types of Trades available for conclusion in the System. The Bank shall provide the System for utilization by the Customer for a fee. The fee for the System utilization shall be a currency conversion fee, which shall be an integral part of Quotes received by the Customer. The right to utilize the system for information purposes shall not incur an additional fee that the Customer must pay.

1.5. The Parties shall have the right to complete Trades using the Customer Module provided by the Bank and/or third party technological solutions, which are integrated with the System and supported by the Bank (Trade Execution Channels).

The Parties have determined the Trades Execution Channels listed in Appendix 1 hereto.

The Bank shall have the right to unilaterally change the list of Trades Execution Channels.

## 2. General Terms and Conditions of the System Use

2.1. The Bank shall provide the Customer with the right to use the System starting from the date of the conclusion hereof under the following conditions:

2.1.1. The right to use the Customer Module shall be provided under the terms and conditions of a simple (non-exclusive) license only for the purposes of receiving Quotes, submission of Requests, and conclusion of Trades with the Bank in the order stipulated hereby and by the Master Agreement.

2.1.2. The right of the Customer to use the Customer Module shall not entail any of the following additional rights:

2.1.2.1. provision of the Customer Module to third parties;

2.1.2.2. modification and decompilation of the software components of the Customer Module;

2.1.2.3. other use of the Customer Module directly not stipulated hereby.

2.2. The Bank shall have the right to change the scope of information provided through the System.

2.3. All rights for contents, name, other commercial and non-commercial use of any ED and other information transferred to the System, including the copyright and other rights in regard to the System, shall belong to the Bank.

2.4. The Customer shall undertake the obligation not to copy, reproduce, and disseminate the materials received from the System or their elements among third parties in any form without the express preliminary written consent of Sberbank. Dissemination of the materials in any form or their component parts without having obtained such prior consent shall mean that the Customer will be held liable under the applicable laws of the Russian Federation. The only exceptions to these terms shall be the cases agreed with Sberbank in writing, if such a possibility is stipulated by an agreement with third party Trades Execution Channels providers.

Should the Customer cause damage to the Bank as the result of non-fulfillment of the terms and conditions hereof, the Customer shall be liable in accordance with the laws of the Russian Federation.

2.5. In order to ensure electronic communication with the Bank through the System, the Customer shall independently and at its own expense provide the hardware and software necessary to ensure such communications, including those specified in Appendix 7 hereto.

2.6. The Customer shall be obliged to maintain the hardware and software that are responsible for ensuring the operation of the Customer Module and to restore its operation at its own expense and in a timely fashion.

2.7. The Bank shall have the right to unilaterally update the System and issue new versions of the Customer Module, change the requirements for the hardware and software of the Customer and ED formats.

2.8. The Customer shall be obliged to independently update the Customer Module and test other Trades Execution Channels after receiving a message from the Bank.

2.9. ED exchange between the Parties through the System shall be carried out through Internet channels or through dedicated communication channels.

2.10 When exchanging EDs with the System, the time that is recorded for when a certain action is completed in the System run-time log shall be in Moscow time as determined by the system clock of the Bank's hardware.

2.11 The Bank shall maintain system logs in its current databases containing EDs, which the Parties were exchanging within at least 30 (thirty) calendar days after receiving them on their own hardware, and shall store them in an electronic archive. The Bank shall make sure to save EDs of the Customer received by the System together with system logs within 5 (five) years, and in case of disputes it shall maintain these files until the resolution of such disputes, or for at least 5 (five) years. The Bank shall be obliged to provide the Customer with access to system logs and current bases containing EDs within a reasonable term after receiving a written request from the Customer.

2.12 The databases, containing EDs, transmitted by the Parties to each other, using the System and prints of the specified EDs and run-time logs of the System in hard copy, may be used as evidences of conclusion, change, termination of Trades in case of reviewing a dispute.

### **3. ED Protection**

3.1. To ensure protection of EDs transmitted through a third party Trades Execution Channel, the Parties shall recognize the control and protection means stipulated within the framework of this Trades

Execution Channel and regulated by agreements between the Trades Execution Channel provider and each from the Parties as sufficient.

3.2. Methods of protecting EDs transmitted through the FIX protocol shall be determined when an integration with the System is performed and shall be fixed under an addendum on FIX-Connection Utilization.

3.3. To ensure EDs protection, it is possible to use Trading Terminal with AC or Two-Factor Authentication. The Customer's EDs transmitted by the Customer by means of a Trading Terminal with AC or Two-Factor Authentication shall be legally binding documents, as if duly executed in hard copy.

Application of AC or Two-Factor Authentication when transmitting EDs shall be considered by the Parties as use of the analogue of the manual signature or the signature and stamp of the Customer in the meaning in paragraph 2 of article 160 of the Civil Code of the Russian Federation including all EDs transmitted by the Customer by means of a Trading Terminal during the operation session opened by the Two-Factor Authentication shall be deemed signed (certified) by the equivalent manual signature of the Customer.

3.4. The Parties shall hereby agree that transmission of an ED by the Party through a Trading Terminal means:

3.4.1. recognition of the methods for identification and authentication of the Parties, confidentiality and integrity of EDs as sufficient, i.e. ensuring protection of interests of such Party;

3.4.2. refusal of such Party from claims against the other Party, the basis of which is the insufficient, in the opinion of the first Party, identification and authentication of the Parties, confidentiality and integrity of EDs transmitted by means of a Trading Terminal;

3.4.3. the Customer's recognition as a sufficient evidence of the fact of submitting an ED – an extract from the Bank system logs, which record the EDs received by the Bank.

3.5. The AC Application Procedure

3.5.1. When the Customer submits an ED by means of a Trading Terminal with the AC, the Bank shall accept them for execution only in case of presence and correctness of the AC, formed by means of the Customer's KRI.

3.5.2. Together with a KRI, the Customer shall also receive a pin-envelope with its password intended for accessing its functions, which specifies the KRI identifier. Issue of the KRI and the pin-envelope to the Customer shall be performed by the Bank's authorized individual, based on delivery and acceptance certificate executed in accordance with Appendix 4.

A USB port is required for the KRI operation.

3.5.3. The Customer shall notify the Bank in case of loss or malfunction, compromising or threat of compromising the KRI. The notification shall be carried out by means stipulated in paragraphs 6.4 and 6.5 hereof. After receiving the notification, the Bank shall arrange a termination of receiving EDs by using the specified KRI key in accordance with paragraph 5.1 hereof, promptly blocking the access to the System.

3.5.4. The Customer shall contact the Bank's authorized individual to receive a new KRI. A new KRI shall be issued to the Customer in accordance with paragraph 3.5.2 hereof.

3.5.5. Connection of the Customer to a Trading Terminal with the AC, registered for the name of such Customer and/or its Authorized Individual, shall be recognized by the Bank as an undeniable fact of the access to the Trading Terminal for this particular Customer. The Bank shall not be obliged to identify the Customer in any form and shall not be liable for the access of third parties to the Trading Terminal.

3.6. The Two-Factor Authentication Application Procedure

3.6.1. When the Customer chooses a method of exchanging EDs using the Two-Factor Authentication, the Customer shall register the access to a Trading Terminal.

3.6.2. The registration shall be performed by the Bank based on the request of the Customer, provided that the Customer has installed a Trading Terminal and ensured the authentication means (the standard cryptographic protection system, TLS protocol, login and access password). The detailed registration procedure is provided on the Bank's website.

3.6.3. When connecting the Customer to the System using the Two-Factor Authentication, the Bank shall send a one-time SMS-password, specified in Appendix 3 hereto, to the Customer's Authorized Individual. The Customer's Authorized Individual shall be obliged to enter the SMS-password received from the Bank in a special field in a Trading Terminal.

3.6.4. Only the telephone number in the international format can be specified as a mobile telephone number. The Bank shall not be liable for an incorrectly specified mobile telephone number by the Customer and also for the lack of the Customer's Authorized Individual's technical capability to receive a one-time SMS-password.

3.6.5. Passing of the Two-Factor Authentication by the Customer in a Trading Terminal, registered for the name of the Customer and/or its Authorized Individual, shall be recognized by the Bank as an undeniable fact of the access to the Trading Terminal by the Customer. The Bank shall not be obliged to identify the Customer in any form and shall not be liable for the access of third parties to the Trading Terminal.

3.7. The Customer shall be obliged to take all the necessary actions to prevent an unauthorized access to the Trades Execution Channels and any elements of the Customer Module, and interaction with the System on the part of third parties and malicious software.

## 4. System Access

4.1. The Customer shall independently install and set the Customer Module, provided by the bank, for authorized workplaces of the Customer's Authorized Individuals.

4.2. Installation and setting of the software for a third party Trades Execution Channel shall be regulated by an agreement between its service provider and the Customer.

4.3. The Customer shall be obliged to provide access to the System only to Authorized Individuals of the Customer.

4.4. To register the Customer's Authorized Individual in the System, the Customer shall:

4.4.1. receive a KRI in accordance with paragraph 3.5.2 when using an AC

4.4.2. provide a public access key when using the Two-Factor Authentication by a transmission through electronic communication channels by the Bank, which is stipulated in paragraph 14 hereof.

4.4.3. provide the necessary information to connect the Customer through third party Trades Execution Channels

4.4.4. provide a Customer Form (Appendix 1 hereto) and a Registration / Data Change Request of the Customer's Authorized Individual (Appendix 3 hereto) at the first request or a Registration / Data Change Request of the Customer's Authorized Individual (Appendix 3 hereto) at the repeated request, which determines the scope of access rights of the Customer's Authorized Individual. The requests shall be signed on the part of the Customer by a person having the right to sign documents in the order of electronic document management, based on a Charter or a power of attorney and certified by the stamp impression;

4.4.5. provide documents certifying authorities and identity of the Customer's Authorized Individuals



4.4.6. provide other documents upon the Bank's request.

4.5. In case of changing the scope of authorities and expiry of a power of attorney (the authority term) of the Customer's Authorized Individual, the Customer shall be obliged to provide the Bank with the documents listed in paragraph 4.4 hereof.

4.6. The Bank shall provide the access to interaction through a Trading Terminal based on the documents specified in paragraph 4.4 that were the last according to the receipt date.

4.7. The Bank shall have the right to refuse to provide the Customer's Authorized Individual with the access to the System in case of improper execution of a Registration / Data Change Request of the Customer's Authorized Individual and/or failure to provide the documents necessary for registration and/or absence of authority to conclude a certain type of Trades of the Customer's Authorized Individual and/or for receipt of information regarding the concluded Trades.

4.8. The Parties shall recognize that the electronic interaction with the System is only one of the methods of concluding Trades, and in case, if it is impossible to conclude Trades through the System, the Customer may contact the Bank to conclude a Trade by any other method stipulated by the Master Agreement.

## 5. Suspension and Termination of the System Access

5.1. The Bank shall block the access of the Customer or certain Authorized Individuals of the Customer to the Customer Module and the System in one of the following cases:

5.1.1. the beginning of the Agreement termination procedure in accordance with paragraph 12.6 of the Agreement;

5.1.2. the receipt of the Customers notification regarding a loss, compromising or malfunction of the ED authorship of transmitted information firmware by the Bank;

5.1.3. the receipt of the Customer's notification regarding a loss or compromising the login and password for the access to the System by the Bank;

5.1.4. the receipt of the Customer's written notification regarding an early termination of the authorities of the Customer's Authorized Individual by the Bank;

5.1.5. the expiry of a power of attorney (the authority term) of the Customer's Authorized Individual.

5.2. The Bank shall have the right to block an access to the Customer Module and the System for the Authorized Individuals of the Customer in the following cases:

5.2.1. in case of a disputed situation related to the electronic document exchange between the Bank and the Customer;

5.2.2. when conducting a routine maintenance of them.

5.2.3. in case of reasonable suspicions regarding an unauthorized access to the interaction with the System;

5.2.4. in case of suspicions regarding attempts to manipulate the market and insider trading;

5.2.5. in case of violation of the operating conditions and calculations within the framework of the Master Agreement.

5.2.6. in case of violation of any obligation on the part of the Customer, Event of Default or Termination Event under the Master Agreement.

5.3. The Bank shall notify the Customer regarding blocking / termination of the access to the Customer Module and the System by submitting an information report to the Customer no later than the date following the date of blocking, as specified in Appendix 1.

5.4. The Bank shall remove the access block to the Customer Module and the System in case of rectifying the issues that led to the block.

5.5. The Bank shall have the right to terminate (annul) the access of Authorized Individuals of the Customer to the Customer Module and the System:

5.5.1. in case of absence of the response from the Customer to the Access Block Notice within 30 days after its submission;

5.5.2. on the basis of the Customer's request submitted by the means stipulated in paragraph 6.4 hereof.

5.6. The Customer shall personally control the authority terms of the Authorized Individuals, the terms of Access Keys of the Authorized Individuals, and timely initiate the procedure of routine change of the Access keys in accordance with the procedures determined by the Bank, and timely provide documents necessary to provide the access of the Authorized Individuals to the System.

5.7. In case of early termination of the authorities of the Authorized Individuals, the Customer shall be obliged to notify the Bank in this regard by the means stipulated in paragraph 6.4 hereof.

5.8. Before the Bank receives a written notice regarding withdrawal of power of attorney and/or request regarding an expiry of the key of an Authorized Individual, whose authorities were expired, all actions executed by this Authorized Individual in the name of the Customer shall be deemed properly executed by the Customer's Authorized Individual.

5.9. Blocking the access to the System for the reasons specified in paragraph 5.2 hereof shall be performed by the Bank on the next day after the appropriate term or on the date of receiving the documents specified in subparagraph 5.1.2–5.1.3 hereof.

## **6. Compromising of the Means of Protection of Transmitted ED Authorship Information**

6.1. The Customer's Authorized Individual shall be obliged to maintain confidentiality of passwords and Access Keys, take all possible actions to prevent their loss, exposure, distortion, and unauthorized access to them and to the hardware used to protect the transmitted information and the ED authorship.

6.2. The Customer's Authorized Individual shall personally make a decision regarding a fact or a threat of compromising these means.

6.3. In case of compromising or a threat of compromising, the Customer's Authorized Individual shall:

6.3.1. immediately inform the Bank regarding compromising Protection Means for the transmitted information and the ED authorship by submitting a request for the access annulment or blocking;

6.3.2. terminate interaction with the System and use of the Customer Module;

6.3.3. change the compromised means.

6.4. A request for annulment of the access of the Customer's Authorized Individual shall be submitted to the Bank in the form of original written request (Appendix 5 hereto) properly signed by the Authorized Individual. The request for blocking the access of the Customer's Authorized Individual shall be

properly signed by the Authorized Individual and submitted to the Bank by one of the following communication means:

6.4.1. submission of an original written request to the Bank in accordance with the details of the Bank for exchanging the information stipulated by the Master Agreement;

6.4.2. electronic mail in accordance with the details of the Bank for exchanging the information stipulated by the Master Agreement, provided that such a request is a file attached in the graphical format (files in jpg or pdf, or a similar format) containing a clear image of the document signed by the Customer's Authorized Individual. Furthermore, the Customer's Authorized Individual shall submit the original Notice to the Bank no later than 5 (five) Business Days after submitting the notice by the electronic mail.

6.5. The Access Annulment Request shall be deemed received by the Bank on the date and time specified in the note placed by an authorized employee of the Bank in the appropriate field of the notice.

6.6. To change a secret access key, the Customer's Authorized Individual shall generate new Access Keys and provide the Bank with a new public access key by electronic communication channels according to the Bank details specified in paragraph 14 hereof.

## 7. Quotes and Other Information Dissemination

7.1. The Bank shall have the right to provide the following information for purposes of concluding Trades under the Master Agreement through the System:

7.1.1. own Quotes on various instruments;

7.1.2. graphical and text information reflecting the Quote history on various instruments

7.1.3. other informational messages for the Customer.

7.2. The procedure for dissemination the Quotes on various instruments:

7.2.1. The Customer may receive the Quotes through the Trades Execution Channels, specified in Appendix 1, while a submission of Requests, based on each certain Quote, is possible only through a Trades Execution Channel, which received the appropriate Quote;

7.2.2. the number of instruments, for which the Quotes are provided, may be different, depending on the used Trades Execution Channel and the trading rights of the Authorized Individuals of the Customer;

7.2.3. The Quotes on the same instruments may differ, depending on the used Trades Execution Channel and the trading rights of the Authorized Individuals of the Customer;

7.2.4. The Customer's Authorized Individual may send a Quotes Request submitting the indicative information regarding the material terms of a Trade, for which the Quote is required, to the Bank. The Bank shall have the right to provided the Quote or refuse to provide it by submitting an appropriate notice to the Customer;

7.2.5. The Bank does not guarantee a possibility of concluding a Trade under the terms and conditions contained in the Quote. The Customer must take into account that the network and system delays, and changes of the market situation may cause the Quotes to become obsolete and, as a result, may be a reason for the Bank's refusal regarding conclusion of a Trade under such terms and conditions. In this case, a message regarding a refusal to conclude a Trade shall be sent to the Customer through a chosen Trades Concluding Channel;



7.2.6. A Trade on a Quote received by the Customer in the Request for Quote Mode may be concluded within the validity period of such Quote specified by the Bank;

7.2.7. The Bank shall have the right to unilaterally change the material terms and conditions of a Trade in any Quote on any instrument or terminate provision of the Quote. Termination of provision of the Quotes may be caused by the following including, but not limited to:

7.2.7.1. extreme volatility of prices or other major instability of the market or absence of market Quotes on this instrument;

7.2.7.2. in case of violations of an obligation on the part of the Customer or violations of the Customer's obligations under the Master Agreement

7.2.7.3. technical problems on the part of the Bank and third party systems ensuring the System operation;

7.2.7.4. a reasonable judgment of the Bank regarding the fact that the Customer's activity hereunder violates any legal requirements;

7.2.7.5. violations of the System utilization rules, utilization of the Customer Module and/or third party Trades Execution Channels on the part of the Customer.

7.3. The Bank shall have the right to provide market Quotes from different stock-exchange markets or e-trading platforms through the System, as well as news and information lines, in accordance with the rules of its provider, which will be regulated by separate documents and agreements.

7.4. The data received by the Customer may be subject to changes or limitations during their receipt through third-party Trades Execution Channels in accordance with the technical specifications of a certain channel. The Bank shall not be liable for such changes.

## **8. Conclusion, Amendment and Cancellation of Trades in the System**

### **8.1. Trade Conclusion Procedure Using the System**

8.1.1. The Customer shall always be the first to initiate coordination of the material terms and conditions of a Trade by sending a Request, containing the material terms and conditions of the Trade to the System, through a Trades Execution Channel, including those based on the Quotes provided by the Bank.

8.1.2. A Request shall be the Customer's offer for execution of a Trade(s) under certain terms and conditions and with the given parameters, the Customer's Request may also contain any additional terms and parameters, in particular, the Request may provide for a possibility of partial fulfillment of the Request by the Bank. The Bank may accept such a request of the Customer under appropriate terms and conditions.  
8.1.2.1. The Customer may withdraw a Request at any moment before its complete fulfillment or rejection on the part of the Bank.

8.1.3. Registration of the Customer's Request in the System shall mean agreement of the Bank to start coordination of the material terms and conditions of a Trade.

8.1.4. The Customer's Request may be rejected by the Bank and conclusion of a Trade may be refused in any of the following cases, but not limited to:

8.1.4.1. absence of the market Quotes on this instrument;

8.1.4.2. a lack of lines available to the Customer in the Bank or security on the Customer's account;

8.1.4.3. obsolescence of a Quote or its withdrawal (cancellation);

8.1.4.4. absence of material Trade terms and conditions in a Request of the Customer;

8.1.4.5. A reasonable suspicion of the Bank regarding the market manipulations or other illegal practices;

8.1.4.6. presence of regulatory limitations;

8.1.4.7. obsolescence of the Request parameters, for example, expiry of the request acceptance period.

8.1.4.8. occurrence of reasons for early termination of the obligations under Trades in accordance with the Master Agreement between the Bank and the Customer;

8.1.4.9. failure to provide a security under Trades in accordance with the previously executed agreements;

8.1.4.10. violation of the obligations occurring in accordance herewith on the part of the Customer.

8.1.5. The fact of concluding a Trade shall be a response of the Bank regarding acceptance of the Customer's Request sent through the System. Furthermore, one or several Trades can be concluded under one Request, if it is stipulated by the type of the Request submitted.

8.2. The list of material terms and conditions of a Trade shall be determined in accordance with the Master Agreement, unless otherwise is stipulated by a special agreement of the Parties.

8.3. Utilization of the System when concluding a Trade shall be recognized by the Parties as the written form of the Trade.

The date, on which the Parties agreed on all material terms and conditions of a Trade (hereinafter shall be referred to as the "Trade Date") shall be the date of concluding such Trade for purposes hereof and of the Master Agreement

8.4. Unless it is directly stipulated by the Master Agreement, Trades concluded through the System shall not require an additional Confirmation (Confirmation exchange)

8.5. Trades may be concluded only within the framework of limits set for the Customer, information of the amount of which may be provided to the Customer by the Bank's Authorized Individual. Certain types of limits may also be reflected in a Trading Terminal. Information on limits may be unavailable through third party Trades Execution Channels and FIX-protocol.

8.5.1. Trade limits may differ, depending on a type of assets, type of calculations, and other material terms and conditions of a Trade.

8.5.2. The Bank shall have the right to set limits on the Customer's Requests for purposes of avoiding conclusion of knowingly erroneous Trades. The Bank shall inform the customer regarding the setting such limits by the means stipulated by paragraph 11 hereof.

8.5.3. The Bank shall have the right to unilaterally change limits.

8.6. The electronic interaction through the System shall not suggest changes/cancellation of concluded Trades. For change/cancellation requests regarding Trades, the Customer shall contact the Bank's Authorized Individual.

## 9. Liability of the Parties

9.1. Each Party shall be liable for access of unauthorized parties to the System and shall not have the right to refer to this circumstance for purposes of recognizing Trades concluded in accordance herewith as invalid.

9.2. The Bank shall not be liable for losses, including those in the form of opportunity costs incurred by the Customer as a result of:

9.2.1. a delay or failure to submit an ED through the System in case of malfunctions of the firmware ensuring the System operation on the part of the Customer, malfunctions of the communication channels, which provide exchange of EDs, and malfunctions of hardware-in-the-loop components of the System;

9.2.2. unauthorized receipt of information regarding Trades by unauthorized parties through the unauthorized access to the System;

9.2.3. utilization of information regarding Trades received through the electronic communication channels used for the electronic interaction by using the System on the part of third parties;

9.2.4. refusal to conclude a Trade (its changes or termination) for any reasons for purposes hereof.

9.3. The Parties shall not be held liable for partial or complete non-fulfillment of the obligations hereunder, if it was caused by force-majeure circumstances, which occurred due to extraordinary events, which could be neither predicted nor prevented by the Parties by reasonable actions, provided that such circumstances had a direct impact on fulfillment of the obligations hereunder.

9.4. Such circumstances shall include: military actions, acts of terrorism, blockades, mass disturbances, natural disasters, accidents, technical malfunctions of the firmware, strikes, suspension, and adoption of new laws and other regulations, governing the appropriate legal relations, which make it impossible to fulfill the obligations hereunder. An appropriate evidence of occurrence of such force-majeure circumstances shall be certificates issued by relevant authorities.

9.5. The term for fulfillment of the obligations hereunder by a Party experiencing the effect of the force-majeure circumstances shall be extended for the period of such force-majeure circumstances and their consequences.

9.6. A Party, for which it became impossible to fulfill the obligations hereunder, must notify the other Party regarding the occurrence of the force-majeure circumstances and their resolution within 3 (three) Business Days.

9.7. The circumstance specified in paragraph 9.6 hereof shall be deemed executed by the Bank, if the Bank submits such notification by the means stipulated by paragraph 11 hereof for purposes of notification regarding the amendments hereto.

9.8. The circumstance, specified in paragraph 9.6 hereof, shall be deemed executed by the Customer, if the Customer submits an appropriate notification to the Bank by registered mail with delivery notification or by delivering the original notification with acknowledgment of service and preliminarily submitting a copy of this notification to the Bank by facsimile or an e-mail message in accordance with the details of the Bank for the information exchange.

9.9. Failure to notify or an untimely notification by a Party regarding the occurrence of the force-majeure circumstances shall result in a loss of the right to refer to these circumstances.

9.10. After resolution of the force-majeure circumstances, a fulfillment of the obligations in accordance herewith on the part of a Party shall be continued in full.

9.11. The Bank's liability shall in any case be limited to the actual damage being the direct result of the Bank violating the obligations hereunder as a result of the specific intent or the gross negligence. The Bank's liability shall in any case be limited by the amount equivalent to RUB 15,000,000 (fifteen million).

9.12. Bank shall not be liable for a delay in fulfillment of the terms and conditions hereof due to communication lines malfunctions and failure to provide (improper provision) the services both by the communication providers and provider-companies, supporting the Trades Execution Channels specified in Appendix 1.

9.13. To avoid any doubt, a violation of the obligations hereunder on the part of any Party shall not be considered as a violation of the obligations, Event of Default or Termination Event under the Master Agreement.

## **10. Settlement of Disputes**

10.1. All disputes, disagreements and claims out of this Agreement and in relation thereto as well as out of Trades made in accordance with it, including those related to their conclusion, amendment, violation, performance, termination, invalidity and lack of agreement, shall be settled in the way provided in the Master Agreement.

10.2. During the dispute resolution period, the Bank shall have the right to block the access to the Systems for all Authorized Individuals of the Customer.

## **11. System Changes Customer Notification**

11.1. The Bank shall have the right to unilaterally change the System operation.

11.2. The Bank shall have the right to notify the Customer on changes to the System operation by one or several of the following means:

11.2.1. Publication of the information messages in the System

11.2.2. Publication of an information letter on the Bank's website on the Internet;

11.2.3. Emailing Authorized Individuals of the Customer;

11.2.4. Publication of an information letter on information stands at branches and additional offices of the Bank.

11.2.5. In addition to the said notification means, the Bank may, at its own discretion, use other Customer information means.

## **12. Term and Termination of the Agreement**

12.1. The Agreement shall be deemed concluded after its signature by authorized representatives of the Parties.

12.2. The term hereof shall be limited by the term of the Master Agreement.

12.3. All appendices hereto shall be its integral part.

12.4. Any Party shall have the right to terminate this Agreement at any time, notifying the other Party in this regard in writing at least 15 (fifteen) calendar days before the approximate Agreement termination date. The Agreement shall be deemed terminated, provided that the Parties fulfilled their obligations hereunder.

12.5. Termination hereof shall not lead to termination or cancellation of Trade concluded by exchanging EDs in the System before the termination hereof. The aforementioned Trades shall continue to be regulated by the appropriate Master Agreement.

12.6. In case of receiving an Agreement termination notification from the Customer, the Bank shall have the right to block the access to the System for the Customer before the Agreement termination date.

## 13. Terms and Definitions

### 13.1. General Terms and Definitions:

**Master Agreement** – ISDA 2002 Master Agreement, dated as of \_\_\_\_\_, 201\_\_.

**Request for Quote** – a request to the Bank for receiving a Quote on a chosen instrument, submitted through a chosen Trades Execution Channel, at the absence of the Quote for such an instrument with the given material terms and conditions of the Trade;

**Request** – the Customer's request, containing the appropriately executed intent of the Customer to perform a Trade under the set terms and conditions;

**Trades Execution Channel** – has the meaning specified in paragraph 1.4 hereof;

**Quotes** – separate prospective terms and conditions of a Trade available for conclusion according to the procedure determined herein;

**Customer Module** – a part of the firmware complex of the System provided to the Customer by the Bank for the electronic interaction;

**Trade** – a Transaction (as such term is defined in the Master Agreement) concluded under the Master Agreement according to the procedure stipulated hereby;

**System** – the firmware complex provided by the Bank for the electronic interaction of the Bank and the Customer for purposes of concluding of various types of Trades;

**Trading Terminal** – a part of the Customer Module, one of the Trades Execution Channels represented by the QUIK information and trade system developed by ARQA Technologies CJSC;

**Authorized Individual** – a person, who has the right to conclude, amend, and terminate Trades on behalf of the Bank or the Customer, and/or for receiving information through the System based on a Charter and a current power of attorney;

**FIX-Protocol** – one of the Trades Execution Channel, a specialized data transmission protocol for exchanging data between the System and the Customer in accordance with the FIX Protocol, Ltd specifications, version 4.0 to 4.4.

### 13.2. Customer Authentication Terms:

**Two-Factor Authentication** – a transmitted information and ED authorship protection mechanism when using the Customer Module. This mechanism provides for the Customer's usage of authentication means (the standard corporate protection system, TLS protocol, the access login and password) and a one-time SMS-password;

**Key Record Identifier (KRI)** – an electronic identifier on the USB-key base used in the Customer's computer intended for storing key information, execution of keying procedure, and connection to the corporate protected Bank system (VPN-network);



**Access keys** – a pair of files formed for purposes of the Customer's access to a Trading Terminal by using the Two-Factor Authentication, it contains a secret key and a public key, which is transmitted to the Bank by the Customer;

**Keying** – a procedure for calculation and checking of the Authentication Code for EDs and intended for protection of the transmitted information integrity;

**Authentication Code (AC)** – a numeric value calculated according to the details of an Electronic Document using the key information and intended to control the Electronic Document authorship and integrity;

**Compromising of the ED authorship and integrity control** – loss of confidence in the fact that the used information authorship and integrity control means are unavailable to unauthorized parties. The events related to compromising the authentication means shall also include:

- loss of the key information carriers;
- lay-off of the Customer's employees having the access to the key information;
- access of unauthorized individuals to the key information;
- other circumstances directly or indirectly indicating a possibility of unauthorized access to the transmitted information authorship and integrity control means by individuals that are not the Authorized Individuals.

**Electronic Document (ED)** – a document, in which the information is presented in electronic and digital form. For purposes hereof, EDs shall mean documents submitted by the Parties through the System.

13.3. The terms used in the text hereof, the meaning of which is not determined, shall have the meaning determined in the Master Agreement or, should their meaning be not determined in the Master Agreement, in the respective ISDA Definitions. In case of lacking definitions in the aforementioned documents, the relevant terms shall have the meanings usually used by professional foreign-exchange markets participants.

## 14. Addresses and Details of the Parties

	Sberbank	[●]
Location:	19 Vavilova Street, Moscow 117997	
Reuters-Dealing:	SBRA	
Fax:	7 (495) 957-52-12 and 7 (495) 747-37-03	
General E-mail:	sbm@sberbank.ru	
Tel:	+7(495) 933-9884	
Contacts for Technical Issues	sbm.clientservice@sberbank.ru	
Contacts for Transferring a Public Key of a Trade Terminal	sbm.keys@sberbank.ru	
Contacts for Service Issues	Client_service_cm@sberbank-cib.ru	
The Customer Code in the System		
OGRN / Registration number:	1027700132195	
OKPO:	00032537	
For the settlements in RUB:	<p>BIC 044525225, correspondent account: 30101810400000000225 in the Transactions Department of the Central Bank of the Russian Federation in the Central Federal District in Moscow, account No. 30301810100006000024</p> <p>For the intra-bank calculation purposes: account No. 30301810100006000024</p>	
For the settlements in USD	<p>The Bank of New York Mellon, New York, NY, acc. No. 890-0057-610, SWIFT-code IRVTUS3N</p> <p>For the intra-bank calculation purposes: code SABRRUMM</p> <p>account 30301840400006000024</p>	
For the settlements in EUR	<p>Deutsche Bank AG, FFT (Acc. No.10094987261000, SWIFT: DEUTDEFF)</p> <p>For the intra-bank calculation purposes: code SABRRUMM</p> <p>account 30301978000006000024</p>	

For Sberbank

For [●]

\_\_\_\_\_ / \_\_\_\_\_ /

L.S.

\_\_\_\_\_ / \_\_\_\_\_ /

L.S.

# Appendix No. 1 to the User Agreement



No. \_\_\_\_\_

## Customer form

### 1. Legal entity general details

Full name	
Short name	
Name in Russian language (if applicable)	
Form of incorporation	
Registration number	
Date of registration	
Place of registration	

#### The Customer standard details

Use the Master Agreement details							
Use the specified details...	<table border="1"> <tr> <td>...for settlements in RUB</td> <td></td> </tr> <tr> <td>...for settlements in USD</td> <td></td> </tr> <tr> <td>...for settlements in EUR</td> <td></td> </tr> </table>	...for settlements in RUB		...for settlements in USD		...for settlements in EUR	
...for settlements in RUB							
...for settlements in USD							
...for settlements in EUR							

### 2. Contacts for notifications and other messages

Authorized Telephones (9 digits, digits must be separated by the comma)	
Authorized e-mail addresses (the addresses must be separated by the comma)	
SWIFT	
Fax (9 digits)	

#### Postal Address

Country	
Postal code	
Region (republic, territory, province, autonomous district)	
District	
City	
Street	
Building	
Block	
Suite / Office Number	

### 3. Transactions Conclusion Channels

Channel Name	Supplier	Connection Type
Trade Terminal	Sberbank	Выбрать ответ
		Выбрать ответ
		Выбрать ответ
		Выбрать ответ

*The connection parameters for certain Transactions Conclusion Channels may be regulated by separate agreements*

The Customer shall hereby agree and confirm the reliability and completeness of information presented in this form and other documents provided to Sberbank. In this connection, the Customer shall provide the Sberbank with the right to check the specified information and agree to bear its responsibility and risks related to provision and results of the services due to provision of incomplete, incorrect, insufficient information or invalid documents. The Customer shall be obliged to immediately notify Sberbank on changes of any fact or confirmation specified in this Form and/or other documents provided to Sberbank.

The Customer's signature below shall certify the consent to processing of all information by Sberbank including confidential information, which became available to Sberbank due to provision of services and information

provided by the Customer, while providing access to service, and when entering into a ISDA 2002 Master Agreement, User Agreement, and other future agreements, concluded between the Customer and Sberbank, including personal data of individuals, who are the representatives of the Customer due to the law or based on a power of attorney, and individuals, who shall be identified in accordance with the requirements of the laws and our internal procedures (hereinafter referred to as the "Personal Data Subjects"), and to submission of the following documents and information (except for the information that may be attributed to the insider information) to JSC Sberbank CIB and its affiliated entities, and other affiliated entities of Sberbank for the following processing:

- The Customer's legal documents, including incorporation and registration documents, documents certifying authorities of the Customer's authorized individuals, decisions, minutes of the Customer's managing bodies, lists of the Customer's affiliated entities, documents containing signature samples of the authorized individuals, other similar documents forming the Customer's legal file;
- Forms, questionnaires, and other documents containing the Customer's general information;
- Financial, accounting and other Customer statements;
- Details of agreements executed between the Customer and Sberbank of Russia, namely: the date, number, name, subject of the agreement and other information provided by the Customer when signing agreements.
- Information on the Customer's employees interacting in regard of the aforementioned issues;
- Information and documents containing personal information of authorized representatives and beneficiaries of the Customer.
- Other confidential information that became available to Sberbank during provision of the services to the Customer.

The Customer shall hereby certify that

a) the Customer has received consents of the Personal Data Subjects, the personal data of which may be contained in the documents received by Sberbank, this Form, and appendices as well as in a ISDA 2002 Master Agreement, User Agreement, and other future agreements concluded between the Customer and Sberbank, to processing of the personal data of such individuals. At that, the Customer shall, in its turn, provide Sberbank with its consent and the appropriate right for processing the personal data of the said individuals, including collection, systematization, recording, accumulation, storage, clarification (update, changes), extraction, use, depersonalization, blocking, deletion, and destruction as well as dissemination (submission), including trans-border submission, of such information (including the personal data, except for the information that may be attributed to the insider information) to third parties<sup>1</sup> for further processing in case of ensuring confidentiality and security of the personal data during their processing in accordance with the applicable laws.

b) The Customer shall provide the consent to processing and trans-border submission (disclosure) of the personal data and other information necessary to establish the Customer's FATCA status, and the data on the account(s) numbers in Sberbank, account balances, and the information on account Trade(s) by Sberbank to foreign tax authorities (and foreign tax agents and other third parties), if the disclosure of such information does not contradict the Russian legislation. Sberbank shall have the right to carry out the said actions as a personal data operator both by using the automation means (also exclusively) and without using such means.

**Customer:**

/ \_\_\_\_\_ /

L.S.

signature

Last Name, Initials

<sup>1</sup> For the purposes of this consent, the third parties shall mean JSC Sberbank CIB and its affiliated entities, other affiliated entities of Sberbank, audit organizations, professional consultants, foreign tax authorities, and foreign tax agents.

## Appendix 2 to User Agreement



Sberbank  
Markets

No. \_\_\_\_\_

### An approximate form of a power of attorney for the right of the Customer's Authorized Individuals to conclude Transactions

Power of Attorney № \_\_\_\_\_

dated as of \_\_\_\_\_, 20\_\_\_\_

[Customer name], registration number [●] (hereinafter – the “Company”) represented by [●], acting under [●], hereby provides [●] with a power on behalf of the Company to:

1. Coordinate the material terms and conditions and enter into the following agreements with Sberbank through Sberbank Markets System (hereinafter – the “System”):
  - a. foreign exchange sale and purchase agreements as well as Derivative Financial Instruments (the “Trades”);
  - b. set-off agreement, electronic document exchange system utilization agreement.
2. Receive information on requests for conclusion, amendment, termination of Trades registered in the System, as well as the information on the concluded Trades.
3. Enter into amendment agreements, termination of the agreements specified in paragraph 1 hereof, and other documents related to performance of the agreements specified in paragraph 1 hereof.
4. Receive information available in the System regarding Trades Quotes.
5. Perform all the necessary legal and actual actions to exercise the authorities stipulated hereby.

This power of attorney is issued without a sub-delegation authority.

This power of attorney is valid until \_\_\_\_\_, 20\_\_\_\_.

I hereby certify the signature of \_\_\_\_\_ [name of the Authorized individual]

\_\_\_\_\_  
Title  
L.S.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of the Signatory



## Appendix 3 to the User Agreement



**Sberbank  
Markets**

No. \_\_\_\_\_

### Request for Registration / Change of the Data of the Customer's Authorized Individual

According to the Sberbank Markets User Agreement dated “\_\_\_” \_\_\_\_\_, 20\_\_\_\_, we kindly request (select the necessary) to:

☐

Approve/disconnect the electronic interaction for the users having the previously granted access to a Trade Terminal based on other Agreements in accordance with the data below under the current access rights of these Users:

Full Name of the User	Trade Terminal UID	Action (Approve/Disconnect)	Access justification

☐

Register a user in a Trade Terminal and provide a connection to the System based on the following data:

Full Name of the User	
Contact Telephone Number	
E-mail Address	
The authority term of the Customer's Authorized Individual (if under a power of attorney, then no longer than the power of attorney term)	

Electronic Documents authorship and integrity control means use of a Trade Terminal	
The Two-Factor Authentication	Выбрать ответ
The Authentication Code from a KRI	Выбрать ответ

Access Rights	Transactions Types			
	Transaction spot with the RUB currency pairs	Transaction spot with the international currency pairs	Swap and Forward Transactions with the RUB currency pairs	Swap and Forward Transactions with the international currency pairs
View the quotations	Выбрать ответ	Выбрать ответ	Выбрать ответ	Выбрать ответ
View the requests and transactions	Выбрать ответ	Выбрать ответ	Выбрать ответ	Выбрать ответ
Trade operations	Выбрать ответ	Выбрать ответ	Выбрать ответ	Выбрать ответ

Number of licenses (concurrent connections)	
QUIK workplace for Windows	

\* Only the two-factor authentication is possible

Customer \_\_\_\_\_:

/ \_\_\_\_\_ /

L.S.

signature

Last Name, Initials

## Appendix 4 to the User Agreement



Sberbank  
Markets

No. \_\_\_\_\_

### KRI Transfer and Acceptance Certificate

\_\_\_\_\_, 20\_\_

This Certificate is executed to certify that Sberbank of Russia Public Joint-Stock Company, represented by  
\_\_\_\_\_,  
(position, full name)

has transferred and

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

being the Customer's Authorized Individual, has accepted:

- ☐ The KRI with the serial number \_\_\_\_\_ (full name of the User)  
\_\_\_\_\_
- ☐ a PIN-envelope with the KRI password intended to access its functions that also specifies the KRI identifier

#### Customer:

Signature / Full Name of the Authorized Individual \_\_\_\_\_ /  
\_\_\_\_\_.

L.S.

#### Bank:

Signature / Full Name of the Authorized Individual \_\_\_\_\_ /  
\_\_\_\_\_.

L.S.

## Appendix 5 to the User Agreement



Sberbank  
Markets

No. \_\_\_\_\_

### Access Termination Request

I hereby request to **terminate** the access to the System through a Trade Terminal for the following individuals:

Full name of the owner	User UID	Access termination reason

We hereby inform of cancellation of the Power of Attorney No. \_\_\_\_\_ dated \_\_\_\_\_, 2015  
issued for the name of \_\_\_\_\_, passport data  
\_\_\_\_\_

#### Customer:

Signature / Full Name of the Authorized Individual \_\_\_\_\_ /

L.S.

## Appendix 6 to the User Agreement



Sberbank  
Markets

No. \_\_\_\_\_

### Access Blocking Request

I hereby kindly request to block the access to the System through a Trade Terminal for the following individuals:

Full name of the owner	User UID

**Customer:**

Signature / Full Name of the Authorized Individual \_\_\_\_\_ /  
\_\_\_\_\_.

L.S.

## Appendix 7 to the User Agreement



Sberbank  
Markets

No. \_\_\_\_\_

### The Requirements for the Customer's Firmware for Installation of the Customer Module

A computer and an Internet connection is necessary for operation of a Trade Terminal. The computer configuration must not be worse than the one specified below:

Subsystem	Minimum requirements
Processor	Pentium 4.2 GHz or better
RAM	At least 1 GB (4 GB recommended)
HDD	At least 2 GB of free space after installation of the whole software
USB-port	Availability
Operation system	Windows 2000 / 2003 / XP / Vista / 2008 / Windows7 / Windows8
Internet access	Bandwidth capacity – at least 14400 bps, propagation time (ping) – no longer than 1 second, data packets loss ratio – no more than 3 %

The requirements to the Customer's firmware for installation of the Customer Module may differ depending on a version of the Customer Module and are determined in the supporting documents. When updating the Customer Module, the Customer shall personally check that the firmware conforms with the minimum requirements.