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RULES ON OPERATIONS AND PROCEDURES OF THE GEORGIAN SECURITIES CENTRAL DEPOSITORY

CHAPTER I. TERMS AND DEFINITIONS

ARTICLE 1. SCOPE OF DEFINITIONS

- 1.1. Terms in the Rules and Procedures for the operation of Central Depository of Securities of Georgia JSC (hereinafter the Central Depository), in other rules of such Central Depository and agreements concluded by such Central Depository shall be defined as indicated in Clause 2 of the present Article, except for the cases when the text clearly denotes that terms have different meanings from the definition given below.

- 1.2. If a term is not defined in Clause 2 of the present Article, it shall have a meaning defined in the legislation.

ARTICLE 2. TERMS AND DEFINITIONS

2.1. **Law** – Law of Georgia on Securities Market.

2.2. **Securities Legislation** – set of laws and regulations (or by-laws) on securities of Georgia.

2.3. **Entity** – resident or non-resident physical or legal entity.

2.4. **Account** – securities and/or cash account – electronic record kept in the Central Depository, capturing the investment assets owned (kept in nominal ownership) or managed by the account holder.

Accounts may be kept for the assets of the member or its client(s). Accounts of the member's client(s) may be: trade member's client's, pension scheme's, segregated and/or segregated omnibus type (omnibus segregated).

Account may also be of the nominal owner of international level from a foreign country (omnibus type),

2.5. **Account Holder** – Client of the Central Depository, whose name is indicated with a status of an owner for several accounts kept at the Central Depository and which are entitled to perform transactions through such account in line with the rules of such Central Depository.

2.6. **Settlement** – transfer of the ownership right on securities and/or cash in line with the client's instructions, terms and conditions of the deal, rules and operating procedures of the Central Depository.

2.7. **Settlement Date** – date, when the right of ownership is transferred from the seller to the buyer of the securities.

2.8. **Non-Exchange Deal** – deal concluded with securities in line with the requirements of the securities legislation, which has not been performed at the trading session of the Stock Exchange.

2.9. **Non-Exchange Deal Fixing** – fixing of a non-exchange deal concluded by the brokerage company in line with the requirements of the securities legislation and respective rules of the Stock Exchange at such Stock Exchange through a trading system of such Stock Exchange.

2.10. **Non-Exchange Securities** – Securities not categorized as those of the Stock Exchange.

2.11. **Stock Exchange** – Stock Exchange licensed in line with the law, which is serviced by the Central Depository.

- 2.12. ***Blocking Account*** – Accounts, which capture the liability-bearing investment assets or temporarily blocked assets.
- 2.13. ***Resolution*** - Decision made by the Central Depository, Order, Ordinance, instruction.
- 2.14. ***Deal*** – Agreement concluded by the clients of the Central Depository on the transfer of securities. In the case of the Stock Exchange Deals, term of the Deal shall be defined in line with the Rules of such Stock Exchange, which is serviced by the Central Depository through its clearing and settlement service, while in the case of Non-Exchange Deals – under the legislation and rules of the Central Depository.
- 2.15. ***Consistent Settlement of Deals*** – Form of settlement suggested by the Central Depository. Settlement is performed between the parties referred in such deal, provided such parties have available cash and securities at the Central Depository by the date of such deal.
- 2.16. ***Deal Date*** - Date, when a deal is concluded.
- 2.17. ***Admitted Securities*** – Securities, which are admitted for performing transactions by the Central Depository.
- 2.18. ***Temporary Operation Account*** – Account of a client of a Central Depository, which is opened only with a recommendation of a Member and responsibility over the compliance with legislation and rules of the Central Depository in performing a transaction is born by the recommending Member.
- 2.19. ***Liability-Bearing Investment Assets*** – Assets, which may serve as an object of certain liabilities.
- 2.20. ***Freely Available Investment Assets*** – Securities and cash being assets, which are not bearing any liabilities.
- 2.21. ***Institutional Member*** – Member of the Central Depository, which does not have a status of a Custodian or Trading Member and is either of the below-listed: commercial bank, insurance company, investment bank, brokerage company, collective investment scheme (investment fund, pension scheme, fund, etc.) or another financial institute or issuer.
- 2.22. ***Instructions on Operating Procedures*** - Instructions endorsed by the Management Body of the Central Depository, which elaborate in detail how should the Central Depository render various services to the Account Holders.
- 2.23. ***Custodian*** - Entity, as a nominal owner, which keeps and accounts for securities and cash assets of its clients.
- 2.24. ***Custodian Member*** – Member of the Central Depository, which performs a custodian service and has no status of a trader or institutional member.

- 2.25. *Client Omnibus Type of Account*** – Account, owned by the Custodian, Trading Member or a foreign depository and: a) are opened for common accounting of investment assets of its clients; b) are opened for each client of nominal ownership (omnibus-segregated) and used for common accounting of securities and cash of such clients of nominal ownership (investors). Client omnibus account of the Member may not capture asset of those clients, for whom the Member has opened segregated or omnibus-segregated accounts.
- 2.26. *Client Segregated Account*** – Account owned by a Custodian, Trading Member or foreign depository and which separately captures securities and/or cash owned by each of its client.
- 2.27. *Custodian Service*** - Accounting and keeping of securities of a cash of clients within the scope of nominal ownership, service delivery including with the right of a trustee.
- 2.28. *Clearing*** - Preparatory process for the deal settlement, which covers the reporting, adjustment and cancellation of the deals (including the following: orders for securities transfer, scrutiny of payment orders and instructions, verification and validation in some cases prior to the actual settlement. It may cover the definition of net positions (netting) for further settlement; definition of mutual obligations on concluded deals – collection of information, comparison and preparation of accounting documents – and offsetting such obligations at the supply of securities).
- 2.29. *Client's Transaction Account*** – Client account at the Central Depository, which lets the latter to accumulate the investment assets of such client in the cases of data faults captured in deposit orders and holds deposition of such assets until a new or different order is received from the Client.
- 2.30. *Corporate Actions*** – Actions taken by the Issuer (Corporation) in relation with its issued securities, which directly or indirectly apply to all the holders of such securities.
- 2.31. *Regulator*** - Government agency regulating the securities market.
- 2.32. *Trading Member*** - Member of the Central Depository entitled to trade at the Stock Exchange.
- 2.33. *Client Account of the Trading Member*** - Account, owned by a Trading Member capturing the securities and/or cash assets, which have been transferred to such Trading Member by a Client in a nominal ownership.
- 2.34. *Registered Owner*** - Entity, which meets one of the following criteria:
- a) Is a registered owner of securities, except for nominal ownership;
 - b) Permits a nominal owner to act in its interests on the grounds of an agreement made in writing;
 - c) Generates cash yield as an owner of securities;
 - d) Is entitled to vote on securities;
 - e) Is entitled to become a registered owner of securities.

- 2.35. *Registered Owner*** - Owner or nominal holder of securities, which is registered at the Registry of Securities or records on nominal holders.
- 2.36. *Settlement Bank*** - Banking institution(s) (including the National Bank of Georgia) selected by the Central Depository for transfer of assets between the depositor and its members. Central Depository and its clients should have account opened at such bank(s) directly or through other members.
- 2.37. *Exchange Securities*** - Securities admitted to the trading system of the Stock Exchange in line with the current legislation and rules of such Stock Exchange, which are serviced by the Central Depository by its clearing and settlement.
- 2.38. *Exchange Deal*** – Deal concluded at the trading session of the Stock Exchange.
- 2.39. *Brokerage Firm*** – Legal entity, which is licensed to carry out brokerage activities in line with the legislation.
- 2.40. *Trading Account*** – Account, which is opened by the Central Depository to a safekeeping account holder for the execution of an exchange deal and which captures the investment assets intended for trading at the Stock Exchange. If and when such account holder concludes deals through more than one Trading Member, respective number of trading account will be opened in its name.
- 2.41. *Clearing Account*** – Account administered by the Central Depository for cash flow, which captures inflow and outflow of cash received and transferred to Clients through its accounts at settlement bank(s). Account may be of individual Clients or collective account for investment assets of various clients.
- 2.42. *Investment Assets, Assets*** – Securities and/or cash kept at individual account(s) at the Central Depository.
- 2.43. *Correspondence Account*** – Account, which may be owned only by a Central Depository of a foreign country or depository of an international level (Custodian Depository). Such account collectively (commonly) captures only securities and/or cash of clients of such depositories. Mutual opening of correspondence accounts is performed by the Central Depository and foreign depository. Correspondence account is of an omnibus type.
- 2.44. *Pension Scheme Account*** - Safekeeping account, which captures assets of the pension scheme, which may be owned and/or managed by a founder of the pension scheme or an assets management company.
- 2.45. *Securities Registrar*** - a) In the case of corporate securities – securities registrar licensed in line with the legislation of Georgia; b) In the case of government securities – commercial bank

licensed by the National Bank of Georgia or in line with the legislation of Georgia; c) In the case of foreign securities – international depository of securities or central depository of securities of a foreign country.

2.46. *Safekeeping Account* – Account, which captures investment assets. Such account holds and keeps record on the investment assets owned by the account holder or kept in his nominal holding.

2.47. *Member* – Entity, which is entitled to become a Member in line with the legislation and rules of the Central Depository, complies with the requirements of the Provisions on the Members of the Central Depository of Securities of Georgia, has a respective (membership, service) agreement concluded and is entitled to receive various services offered by the Central Depository.

2.48. *Client of the Member* – Entity, which is related with a Member of the Central Depository through a respective agreement.

2.49. *Client Account of the Member* – Account opened by a Member at the Central Depository, which captures securities and cash of client(s) of such Member.

2.50. *Personal Account of the Member* – Account, which is owned by a Member of the Central Depository to capture assets kept in his ownership.

2.51. *Client of the Central Depository* – Entity, which gets deposit services from the Central Depository. They include: Members of the Central Depository; foreign central depositories or depositories of international level; founders of the pension scheme or management companies; temporary operation account holders.

2.52. *Business Days of the Central Depository* – Every single day, except Saturday, Sunday and official public holidays.

CHAPTER II. GENERAL PROVISIONS

ARTICLE 3. SCOPE OF RULES

3.1. Present document (hereinafter the Rules) has been developed in line with the legislation of Georgia and Rules of the Central Depository.

3.2. Functions of the Central Depository shall include the following: nominal ownership of securities, central clearing and settlement in relation of deals with securities, other services defined and reflected in the rules of the Regulator.

3.3. Present Rules shall define the services offered by the Central Depository and general procedures of their implementation, along with rights and obligations of the Central Depository and its

Members in relation with such services. Other rights and obligations of the Central Depository and Clients are defined in other Rules of the Central Depository and agreements.

- 3.4. Specific nature of services rendered by the Central Depository at the sale of securities through a specialized stock exchange auction, along with rights and obligations of such Central Depository shall be defined in line with the agreements concluded by and between the Central Depository, Specialized Stock Exchange Auction Organizer and Seller.

ARTICLE 4. PROCEDURES AND FORMS OF OPERATION

- 4.1. Central Depository shall adopt instructions on the procedures of operation, which shall define individual procedures of service delivery by the Central Depository, document templates, along with rules and deadlines of their processing, etc. Compliance with the procedures of operation shall be mandatory for all Members.

ARTICLE 5. RESOLUTIONS OF THE CENTRAL DEPOSITARY

- 5.1. Execution of resolutions issued by the management body of the Central Depository shall be mandatory for every member and client.

ARTICLE 6. FOREIGN DEPOSITARIES

- 6.1. Central Depository may conclude agreements with foreign depositaries, including the Central Depositaries of foreign countries and international depositaries of securities (hereinafter the Foreign Depository).
- 6.2. Foreign Depository may keep accounts and hold securities at the Central Depository. Latter may conclude agreements with foreign depositaries. Latter may keep Georgian securities acquired for their clients at their (correspondence) accounts in line with the legislation of Georgia and Rules and Procedures of the Central Depository.
- 6.3. Procedures of mutual cooperation between the Clients of foreign depositaries/central depository with non-resident legal entities shall be defined in the agreements concluded with them, present Rules, other rules of the Central Depository and Instructions for Opening Correspondence Accounts at the Central Depository of Securities of Georgia JSC for non-resident legal entities.

ARTICLE 7. INTERACTION WITH NON-MEMBER ENTITIES

- 7.1. Without any restriction Central Depository may conclude individual agreements with banks, securities registrars, stock exchanges and other entities, with whom interaction is essential for the operation of the Central Depository.

ARTICLE 8. LOG BOOKS AND RECORDS

- 8.1. Central Depository shall keep log books, journals and reports for members and account holders under the existing rules and according to the needs. Log books and records shall be kept by the Central Depository in line with the instructions laid out in procedures of operation.

ARTICLE 9. CONFIDENTIALITY OF INFORMATION

- 9.1. CEO and staff of the Central Depository that have access to its accounting system shall be liable to ensure the protection of confidentiality of information, which they come to know while executing their tasks and duties.
- 9.2. Such information as the identity of account holders, property position, deals concluded by the account holders, property position of members, history of transactions related to such positions, information and essential facts on the performance of the account holders, their financial condition and prospects shall be kept confidential.
- 9.3. Obligation of staff and CEO on ensuring the confidentiality of information shall remain valid within three years from the end of their employment or completion of duties.
- 9.4. CEO and staff of the Central Depository shall be prohibited to express their personal views and recommendations on investments into securities, profitability of acquisition or sale of securities, as well as on the entities participating in the securities transactions.
- 9.5. Staff and CEO of the Central Depository as well as its former staff and CEO shall not be obliged to keep the information in confidence if the following apply:
 - a) Data and information is publicly available or access of general public is otherwise provided to them;
 - b) Information is of statistical nature, cumulative or drafted in a way that does not disclose the identity of the account holder or member;
- 9.6. Staff and CEO of the Central Depository, similar to its former staff and CEO shall be entitled to release the confidential information to the following with a decision of the CEO of the Central Depository:
 - a) Regulator, Court of Law or other government agency within the authority defined in the law.

ARTICLE 10. CHARGES, PENALTIES AND INTEREST

- 10.1. Service fee proposed by the Central Depository shall be indicated in the Table of Charges levied by such Central Depository (Annex 1), which is communicated to its members and other account holders. Table of Charges administered by the Central Depository shall elaborate on the method and/or equation applied in the calculation of each charge.
- 10.2. Central Depository shall be entitled to charge penalties and interest to its Client for violations of the present Rules. They shall be defined in the Table of Changes indicated in Clause 1 of the present Article. Table of Charges administered by the Central Depository shall elaborate on the method and/or equation applied in the calculation of each penalty and interest.
- 10.3. Instruction on procedures of operation shall define the rules and timeframe for communicating the claim on the payment of charges, penalties and interest to members, as well as the rules and timeframe for the payment of charges, penalties and interest to the Central Depository by the members.
- 10.4. Central Depository shall be entitled to mobilize the charges, penalties and interest through the clearing and settlement service with an agreement of account holders, provided such charges, penalties and interest are not paid within the timeframe indicated in the instructions on the procedures of operation.

CHAPTER III. ADMITTED SECURITIES

ARTICLE 11. ADMISSION OF SECURITIES

- 11.1. Securities shall be admitted to the operating system of the Central Depository with a Resolution (Order) of the CEO. Central Depository shall publish a list of admitted securities, which is ultimately accessible to its members and general public. It shall also immediately update the relevant information on the addition, suspension or removal of securities.
- 11.2. Policy of the Central Depository is to admit the securities to services within its operating capacity on the grounds of requirements of its members and depositaries of foreign countries or refuse the admission of new securities. Preference shall be granted to such securities that are included in the listing or otherwise admitted to the trading system of Stock Exchanges. For the improvement of services rendered to its Clients, Central Depository may admit securities in an efficient manner (within 24 hours from the filing of the application).
- 11.3. Stock Exchange Securities shall be admitted with a recommendation of a Member of the Central Depository or of the Stock Exchange, which has a contractual relationship with such Central Depository. In such cases, recommended application envisaged in Annex 2 of the current Rules and Procedures of Operation shall be submitted by them, while the documents to be enclosed with the application may be attached as copies. Securities shall be admitted only after submitting a document evidencing the payment of the fee indicated in Annex 1.
- 11.4. Non-Stock Exchange Securities shall be admitted with a recommendation of a Member of the Central Depository of a depositary of a foreign country, on the grounds of the recommended

application as envisaged in Annex 2 and only such securities that is captured in the Registry of a licensed Registrar or kept in nominal ownership by the depository (in the case of foreign securities), which have concluded an agreement with the Central Depository on correspondence relationship. Central Depository shall issue an acknowledgement with a request of the applicant on the submission of a recommended application to the system of the Central Depository.

11.5. Recommended application shall be made in writing and be attached with documents required for the admission of securities, list of which is defined in Annex 2 of the present Rules. No later than within 10 business days from the submission of the recommended application, Central Depository shall review the submitted documents and if they meet the requirements of the present Rules, shall take a decision on the admission of the securities. If faults are found in the submitted documents, Central Depository shall notify the applicant in writing and indicate a reasonable period of time to correct it, after the expiration of which it the deadline shall be counted anew.

11.6. Requirements laid out in Clauses 11.3-11.5 of the present Article, as well as those elaborated in Annex 2 shall not be mandatory for the admission of securities issued by the Ministry of Finance of Georgia (MOF), National Bank of Georgia (NBG) and International Financial Institutions (IFIs) to the system of the Central Depository. In the given case, template and content of the recommendation issued by a Member of the Central Depository, respective Stock Exchange or Depository shall be defined on the grounds of a mutual agreement. In addition, proposal on the admission of such securities to the system of the Central Depository may be submitted by the Issuer itself.

ARTICLE 12. SUSPENSION AND RESUMPTION OF TRANSACTIONS WITH ADMITTED SECURITIES

12.1. CEO of the Central Depository shall be entitled to temporarily suspend transactions with admitted securities to protect the best interests of the Central Depository and its Members with a relevant reference of the Regulator or if a grounded suspicion exist on such securities being in non-conformity with the securities legislation and/or if it is a problem to transfer securities through the Central Depository and/or Securities Registrar, or if the Issuer of securities has made an announcement of such a corporate action that makes it necessary to temporarily suspend the transactions with such securities.

12.2. If a decision is made on the suspension of transactions with admitted securities, CEO shall notify about it to the Members, Stock Exchange (if such securities are admitted to the Stock Exchange), respective Registrar of foreign depository and if required shall raise the issue with the Supervisory Council on the removal of suspended securities from the list of admitted securities.

12.3. CEO of the Central Depository shall be entitled to resume the suspended transactions with securities if reasons for suspension do not exist anymore or gave been corrected. S/he shall immediately notify Members and Stock Exchange about it.

ARTICLE 13. REMOVAL OF SECURITIES FROM THE LIST OF ADMITTED SECURITIES

- 13.1. CEO of the Central Depository shall be entitled to take decisions on the removal of securities from the list of admitted securities with a reference of the Regulator or if such securities do not comply with securities legislation or if it is a problem to transfer securities through the Central Depository and/or Securities Registrar or if securities have been suspended for half a year in line with Article 12 of the present Rules.
- 13.2. If and when the Central Depository removes securities from the list of admitted securities, it shall register the position of such papers with the Securities Registrar of the account holder.
- 13.3. If a decision is made on the removal of securities, Central Depository shall notify all its Members, Stock Exchange (if securities are admitted to the Stock Exchange), respective Registrar or foreign depository about it within 10 business days.

CHAPTER IV. SECURITIES AND CASH ACCOUNTS

ARTICLE 14. GENERAL PROVISIONS

- 14.1. Account is a set of electronic records kept by the Central Depository, which captures investment assets owned by the account holder at such Central Depository. Number of securities and/or volume of cash owned by the account holder and rights originating from such ownership shall be defined on the grounds of investment assets captured in such accounts.
- 14.2. Rights and obligations originating from the ownership of securities and/or cash shall be deemed acquired from the moment when the ownership position is captured at the account of the holder within the Central Depository. Adjustments in the ownership shall be made at the relocation of assets from the account of the previous holder to that of the new account holder.
- 14.3. Safekeeping account kept at the Central Depository shall consist of three parts: 1) safekeeping account, which captures the readily available investment assets; 2) block account, which captures the liability-bearing investment assets; 3) trade account, which captures investment assets intended for trading at the Stock Exchange.
- 14.4. By the type of account holders and/or registered owners, Central Depository shall keep the following categories of accounts: 1) Account of personal assets of the Member; 2) Client Account of the Trading Member; 3) Client Omnibus Account of the Member; 4) Client Segregated and Omnibus Segregated Accounts of the Member; 5) Correspondence and/or nominal ownership account of the foreign depository; 6) Temporary transaction account; 7) Pension Scheme Account.
- 14.5. Members, which are entitled under the legislation to become nominal owners of securities may open Client Accounts of the Member, whereby the identity of the registered owner is known to the Member and may be disclosed to the Central Depository in line with the reference of the Client.

- 14.6. Member shall be entitled to create Client Accounts for opening a Client Account of the Member on the grounds of its membership status and if so entitled an agreement shall exist between the Member and registered owner, which entitles the Member to become a nominal owner of the securities.
- 14.7. Every member may open a personal assets safekeeping account.
- 14.9. Trading Member may open Client Safekeeping Accounts of the Trading Member, which shall be segregated by the Clients.
- 14.10. At the opening of the Client Account of the Member, such member shall confirm to the Central Depository that it has an agreement concluded on nominal ownership of securities with the registered owner for whom it is opening the account and such agreement entitles him to transfer such securities and/or cash to the nominal ownership to the Central Depository. Member, which is opening a Client Account of the Member shall be obliged to identify in its records the registered owner of the investment assets kept at such account (in exceptional cases when a Trading Member is opening a Temporary Client, Collective Safekeeping Account – identify the registered owner of the investment assets kept at such account).
- 14.11. For carrying out a specific task, Trading Member may as an exception open a Collective (Common) Client Temporary Safekeeping Account of the Trading Member. It is permitted to collectively capture securities and cash of clients of a Trading Member at such accounts, provided the following apply: a) such clients have released similar orders to the given member (e.g. only acquisition or sale of the same securities, etc.) and b) clients agree to place their resources at the collective account. At the opening of such account, Member shall notify the Central Depository about it in the form defined in the instructions. Within such collective account (among clients) Members are prohibited to carry out any type of transactions. No later than within one week from the completion of the given task, Account shall be closed and information about it shall be communicated to the Central Depository in the form defined in the instructions. Trading Member shall be obliged to open individual segregated accounts for settlement at the Depository to clients, for which it has opened a collective account. Trading Members shall bear full responsibility towards its clients over the transactions carried out though the account envisaged in the present Article, including the settlement.
- 14.12. Non-member client shall be opened a temporary operation safekeeping account with a recommendation of a member (please see Annex 3) in line with the Rules and Procedures of Operation of the Central Depository.
- 14.13. Central Depository, shall primarily administer the safekeeping account as a principal account of the account holder. If required, Central Depository shall open other accounts of securities and cash of the account holders with an aim of service delivery, including the trade and block accounts.

CHAPTER V. SECURITIES SAFEKEEPING ACCOUNTS

ARTICLE 15. OPENING OF THE SECURITIES SAFEKEEPING ACCOUNT

- 15.1. Securities Safekeeping Accounts envisaged in Article 14 of the present provisions may be opened to Clients of the Central Depository, including its Members and clients of the latter.
- 15.2. Service Agreement shall be concluded in writing by and between a client of the Central Depository and such Central Depository. Client of the Central Depository – account holder, shall acquire the right to get registration of securities kept in the ownership of the account holder in the name of the Central Depository at the Securities Registrar on the grounds of the Service Agreement (on nominal ownership) concluded with the Central Depository, which grants the right to the Central Depository to carry out other transactions with such securities in the name of the account holder.
- 15.3. Temporary operation account of securities shall be opened for the execution of a settlement for only one non-stock exchange deal.
- 15.4. Pension scheme account shall be opened on the grounds of an agreement concluded with the pension scheme or management company, in line with the current legislation and present Rules.

ARTICLE 16. CLOSING OF THE SECURITIES SAVINF ACCOUNT

- 16.1. Securities Safekeeping Account may be closed by the request of the Account Holder. Securities Safekeeping Account shall be closed only in the case when no investment assets are left on it and respective blocking and trade accounts. Central Depository shall communicate information by electronic mail to the account holder on the execution of his/her request.
- 16.2. Temporary Operation Account shall be closed at the execution of a settlement for a deal and upon the drawdown of securities from the account in line with the instructions on operation procedures.

ARTICLE 17. DEPOSITION AND DRAW DOWN OF SECURITIES

- 17.1. For the deposition of securities, registered owner of securities shall instruct the Securities Registrar to register the securities captured in the name of such registered owner (in whole or any part thereof) under the name of the Central Depository as a nominal owner. Securities safekeeping account of the holder shall be credited with admitted securities in line with the instruction on procedures of operation only after the Central Depository receives the Registrar's notification on the registration of such securities in the name of the Central Depository. Deposition shall be completed after the aforesaid and any dispute arising from the property rights shall be resolved by the agreement of the parties or through a court of law.

17.2. Draw down of securities shall be permitted by the request of the account holder in line with the instructions on the procedures of operation of the Central Depository and by applying the templates defined by the latter. Such request shall include instructions on the registration of securities in the name of the account holder at the Securities Registrar. Central Depository shall communicate the applicable request to the Securities Registrar and since then draw down of securities shall be deemed completed and final. Any dispute related to the property rights shall be resolved by the agreement of parties or through a court of law.

ARTICLE 18. TRANSFER OF SECURITIES

18.1. Account holder may instruct the Central Depository to transfer securities from safekeeping account to the respective trade or blocking account and/or other safekeeping account. Transfer of securities to other accounts shall be requested in writing by the template defined in the instructions on procedures of operation of the Central Depository. Since then transfer shall be completed and final.

18.2 Transfer of securities from the temporary operation account shall be possible only for the settlement under a deal referred in the account of the non-stock exchange deal counter-agent.

18.3 Central depository shall directly transfer securities from one account to another for the execution of its clients' requests. If a deal is not concluded, it shall return the investment assets to the original account, from which they were transferred for the execution of the deal.

ARTICLE 19. ADJUSTMENTS UNRELATED TO STOCK EXCHANGE DEALS

19.1. Adjustments to the personal information about the account holder or to the investment assets that are not related to a concluded deal shall be made by the request of such account holder in line with the rules of the depository or resolutions made by the Regulator, self-regulating organization or Court Ruling under the rules defined in the legislation.

19.2. Instructions on adjustments indicated in Clause 19.1 of the present Article shall be standardized according to the form and content defined in the instructions on the procedures of operation of the Central Depository.

CHAPTER VI. CASH ACCOUNTS

ARTICLE 20. OPENING OF THE CASH (ASSETS) SAFEKEEPING ACCOUNT

20.1. Clients of the Central Depository, including a Member for its Clients may open Cash Safekeeping Accounts at the Central Depository for keeping their financial resources by the request envisaged in Article 14 of the present provisions. Cash Safekeeping Account may be opened along with the opening of a Securities Safekeeping Account.

20.2. Cash Safekeeping Temporary Operation Account for a non-member client shall be opened on the grounds of a recommendation of a member, as required in Clause 14.12.

ARTICLE 21. CLOSURE OF THE CASH ACCOUNT

21.1. Cash Account shall be closed along with the closing of a Securities Safekeeping Account or by the request of the account holder. Cash Safekeeping Account shall be closed only when no cash is captured at such account. Temporary Cash Operation Account shall be closed upon the completion of a settlement under a non-stock exchange deal (for which the account was originally opened) and draw down of funds from the account, in line with the instructions on the procedures of operation. Central Depository shall notify the account holder on the closure of the account by electronic mail.

ARTICLE 22. DEPOSITION OF CASH

22.1. Client of the Central Depository shall deposit its cash at the Clearing Account opened in its name at the Central Depository by transferring money from its settlement account kept at the respective settlement bank to the Collective Client Account of the Central Depository kept at the same bank. Central Depository deposits respective funds of the Client at the Cash Safekeeping Account through the Clearing Account of the Client on the grounds of the deposition request of the Client and information on the transfer of funds from the settlement bank, provided the data match in the above documents.

22.2. Central Depository communicates a notice to the Client if there is even one mismatching data when comparing the client's deposit order and information on the transfer of funds from the settlement bank. If the fault is not corrected within the deadline envisaged in the instructions on procedures of operation, Central Depository temporarily transfers funds from the Clearing Account to the Transit Account of the Client and holds them until a new or another deposit order is received from the Client.

22.3. If funds of a Client are transferred to the Collective Client Account of the Central Depository and they get captured at the Clearing Account of the Client, but if the Central Depository fails to receive a deposit order from the Client, Central Depository temporarily transfers such funds to the Transit Account of the Client and holds them until a new or another deposit order is received from the Client.

22.4. Funds of (a) Client(s) of a Member shall be deposited and distributed among the respective Safekeeping Account(s) through the Collective Client Account of the Member at the Settlement Bank and Clearing Account of the Member in line with Clauses 22.1-22.3 of the present Article.

ARTICLE 23. CASH TRANSACTIONS

23.1. Transfer of readily available cash from the Safekeeping Account to the respective Trade (apart from the Temporary Operation Account Holders) or Blocking Accounts and/or other Safekeeping Account shall be carried out on the grounds of the payment order submitted to the

Central Depository. Payment Order on the transfer of readily available cash to other accounts shall be made in the form defined in the instructions on procedures of operation of the Central Depository. Transfer shall be completed and final since then.

ARTICLE 24. DRAW DOWN OF CASH

- 24.1. Cash shall be drawn down by every client of the Central Depository, apart from the Trading Members, by the request of the Account Holding Client. In line with the instructions on procedures of operation, Central Depository shall transfer funds kept at the Safekeeping Accounts of the Client to Clearing Accounts of such Client upon the reception of an order on draw down of cash, until the end of such business day and later to the account kept by the client at banks from where such funds were deposited at the Central Depository.
- 24.2. Cash shall be drawn down by Trading Members upon the completion of the settlement on the concluded stock exchange and non-stock exchange deal at the Central Depository, except for the case envisaged in Clause 24.3 of the present Article when the funds kept at the Safekeeping Accounts shall be transferred to the Clearing Accounts of the Trading Members by the Central Depository by the end of the business day and then to their accounts kept at banks, from which these funds were originally deposited at the Central Depository.
- 24.3. If the Trading Member wants to keep the cash at its Safekeeping Account until the next trading session, it shall instruct the Central Depository to keep such funds in line with the instructions on procedures of operation. Cash kept at the Safekeeping Account on the grounds of such order shall be drawn down in line with Clause 24.1 of the present Article, on the grounds of the cash draw down order submitted by the Trading Member to the Central Depository.

CHAPTER VII. BLOCKING ACCOUNTS

ARTICLE 25. BLOCKING ACCOUNTS

- 25.1. Readily available funds of the Accounts Holder may be subject to blocking. After the Central Depository acknowledges that an agreement in writing, Court Ruling or other document in writing is available thus serving as a legitimate basis for blocking, it respectively keeps the original or notarised copy of such document. Central Depository shall block funds in favour of the entity, which is indicated in the referred document. Upon enforcing the block, assets subject to such blocking shall be classified as blocked assets and get transferred from the Safekeeping Account of the holder to his/her Blocking Account. Payment Order for the transfer of funds to the Blocking Account shall be made in writing with the template defined in the instructions on procedures of operation of the Central Depository.
- 25.2. Securities may be blocked by the request of the issuer such order and on the grounds of an agreement of the entity, in favour of which the block is enforced and/or through other methods permitted under the law. Upon the termination of the block, such blocked securities shall regain the status of a readily available assets and get transferred from the Blocking Account of the holder to his/her Safekeeping Account.

- 25.3. Within the terms and conditions of the block, Central Depository shall execute the legitimate instructions of the Court of Law, other competent body or the entity, in favour of which the securities were blocked on the termination of securities block and shall transfer such securities in line with the requirements laid out in the referred instruction on the grounds of the instructions on procedures of operation.
- 25.4. Order on the block shall be standardised with the form and content defined in the instructions on procedures of operation of the Central Depository.

CHAPTER VIII. TRADING ACCOUNT

ARTICLE 26. GENERAL PROVISIONS

- 26.1. Use of Trading Accounts for securities shall be permitted only for the stock exchange securities deal-making or through the trading system of the stock exchange for capturing the non-stock exchange deals.
- 26.2. Central Depository shall open a Trading Account for trading at the Stock Exchange by the request of the Account Holder in accordance with each Safekeeping Account (except for the Temporary Safekeeping Operation Account). Account Holder transfers certain investment assets to such Trading Account, which are trusted to an individual Trading Member for making transactions at the respective Stock Exchange to buy or sell within such funds. Such order shall indicate the Stock Exchange, where trading shall take place and the Trading Member, which is granted the right to trade at such Stock Exchange from such Trading Account. Trading Accounts of its own and of its Clients shall be managed by the Member itself, provided it has not requested as an exception at the opening of such Trading Account a transfer of investment assets kept at its account(s) to the management (nominal ownership) of a different member with a trading right.
- 26.3. As many Trading Accounts may be opened by the request of the Account Holder, as Trading Members get entitled to conclude deals at a specific Stock Exchange by such Account Holder.
- 26.4. Investment assets of the Account Holder shall be blocked at the Trading Accounts during the actual trading by the Central Depository, which shall be (solely) entitled to manage the assets kept at such accounts within the scope permitted under the current Rules, Service Agreement concluded with the Safekeeping Account Holder, instructions issued by him and information provided by the respective Stock Exchange about the deals concluded by the authorized trading member within such assets.

ARTICLE 27. USE OF SECURITIES AND CASH TRADING ACCOUNTS FOR SETTLEMENT UNDER THE DEAL

- 27.1. Account Holder shall instruct the Central Depository to transfer the investment assets from the Safekeeping Account of the Holder to the Trading Account of such Holder with an aim of

selling securities at the Stock Exchange. Order on the transfer of securities to a Trading Account shall be made in the form defined in the instructions on the procedures of operation of the Central Depository. It is essential to credit the Trading Account with securities in the volume defined in the Rules of the Stock Exchange for clearing and settlement of deals concluded at such Stock Exchange. Securities kept at the Trading Account shall be used for the settlement of the concluded deals by the date of such settlement.

- 27.2. Investment assets shall be transferred to the Trading Accounts from the respective Safekeeping Accounts, while the assets remaining at such Trading Accounts after the settlement (balance) shall be transferred by the Central Depository to the Safekeeping Accounts (of securities and cash) from which the investment assets were originally transferred to the Trading Account in line with the instructions on procedures of operation.
- 27.3. Client of the Central Depository, except for the Trading Members, shall ensure the availability of respective cash at their Settlement Banks for the acquisition of securities at the Stock Exchange. Such client shall ensure the transfer of cash envisaged in the Rules of the Stock Exchange to the Account of the Central Depository kept at the Settlement Bank within the deadlines defined in the instructions on procedures of operation for clearing and settlement of deals concluded at the Stock Exchange. Central Depository shall account these funds at the Safekeeping Account indicated in the order in line with the requirements laid out in Article 22. Later, Central Depository shall be instructed to transfer the assets to the Trading Account for concluding deals at the Stock Exchange. Order on the transfer of funds to the Trading Account shall indicate which Trading Member is trusted by the Account Holder to conclude deals with assets kept at the Trading Account of the Holder at the Stock Exchange and consent shall also be solicited from such Trading Member on the management of such Trading Account.
- 27.4. Member shall bear responsibility on the refund of money to the Client of such Member after the settlement.
- 27.5. Client of the Central Depository, except for the Trading Members, shall ensure the availability of relevant number of securities at the Safekeeping Account for selling such securities at the Stock Exchange. Later, for the conclusion of a deal at the Stock Exchange it shall instruct the Central Depository to transfer such securities to the Trading Account. Order on the transfer of securities to the Trading Account shall indicate which Trading Member is trusted by the Account Holder for the conclusion of deals with assets kept at such Trading Account at the Stock Exchange and a consent shall also be solicited from such Trading Member on the management of the referred Trading Account.

CHAPTER IX. CLEARING AND SETTLEMENT FOR DEALS CONCLUDED THROUGH THE TRADING SYSTEM OF THE STOCK EXCHANGE

ARTICLE 28. GENERAL PROVISIONS

- 28.1. Central Depository shall render consistent (deal after deal) settlement services for the deals concluded at the Stock Exchange to the members entitled to trade at the Stock Exchange. Members shall agree to abide the Clearing Rules for Deal-Making at the Stock Exchange and instructions on procedures of operation, and thereby comply with requirements defined for the consistent settlement of deals.
- 28.2. Settlement Service of the Central Depository is based on the principle of prior supply of securities by the selling Account Holder and advance payment of money by the Account Holder acquiring such securities. Securities and cash intended for the settlement shall be accounted at the Trading Accounts of the Holder prior to the trading session within the timeframe defined in the instructions on procedures of operation.

ARTICLE 29. CLEARING

- 29.1. Information on the deal concluded at the Stock Exchange shall be communicated by the Stock Exchange to the Central Depository on the day of the trading in the form and timeframe that are envisaged in the Agreement concluded with the Stock Exchange and instructions on the procedures of operation.
- 29.2 Information on the Stock Exchange-deal shall indicate the following: date and time of the deal-making, identity of the selling member, identity of the acquiring member, account number (code) of the seller, account number (code) of the acquirer, name of the securities, quantity of securities, price charged at the acquisition or selling and total value of the deal itself.
- 29.3. Stock Exchange-deal shall be deemed final within the scope of Clause 29.4 of the present Article upon their acknowledgement by the Central Depository and Member shall have no right to amend or void it.
- 29.4. Central Depository shall be entitled to adjust or void the result of a stock exchange-deal settlement only until it has actually transferred money to the bank and securities have been transferred to the account of the registered securities owner at the Securities Registrar:
- a) by the request of the Stock Exchange, where the deal was actually concluded;
 - b) On the grounds of a Resolution issued by the Regulator or a Court Ruling.

ARTICLE 30. ACCOUNTS KEPT AT THE SETTLEMENT BANK

- 30.1. With an aim of settlement for stock exchange deals and for cross-transfer of cash by and between the Central Depository and Members, all the Members shall open accounts at the Settlement Bank(s) defined by such Central Depository. All the Members shall open such accounts under the rules that ensure a separate capturing of funds owned by a Member and its Clients in line with the securities legislation.

- 30.2 With an aim of settlement for stock exchange deals and for cross-transfer of cash by and between the Central Depository and Members, Central Depository shall open accounts at all the Settlement Banks. Central Depository shall open such accounts under the rules that ensure a separate capturing of funds owned by Members and their Clients from those of the Central Depository in line with the securities legislation.
- 30.3. Clients, which are not members of the Central Depository shall open accounts at one of the Settlement Banks defined by such Central Depository to settle for their deals and shall use such accounts to cross-transfer funds to the Central Depository. Details of such account shall be submitted at the moment when a Safekeeping Account is opened.

ARTICLE 31. CLEARING ACCOUNTS

- 31.1. Movement of funds between the Central Depository, its Members and Clients shall be accounted by the Central Depository at the Clearing Accounts created for this purpose in line with the instructions on procedures for operation of the Central Depository.

ARTICLE 32. SETTLEMENT FOR DEALS CONCLUDED THROUGH THE TRADING SYSTEM OF THE STOCK EXCHANGE

- 32.1. Central Depository shall be obliged to transfer the securities in the quantity indicated in the deal from the Securities Trading Account of the Seller to the Securities Trading Account of the Buyer at the date of settlement, provided the sufficient number of securities are available at the Securities Trading Account of the Seller and sufficient volume of cash for settlement at the Buyer's Trading Account.
- 32.2. Central depositary shall transfer money from the Trading Account of the Seller to the Trading Account of the Buyer if conditions of securities transfer from the Seller's Trading Account to the Buyer's Trading Account are met on the date of settlement.
- 32.3. In line with the terms and conditions of the deal and rules of the Central Depository, in the case of the Stock Exchange deal, date of settlement shall be defined in line with the rules of the Stock Exchange, where the deal is actually concluded. Any adjustment to such Rules, related to the services rendered by the Central Depository, shall be agreed between the Stock Exchange and Central Depository.
- 32.4. If terms and conditions indicated in Clause 32.1 for the transfer of securities from the Trading Account of the Seller to the Trading Account of the Buyer are not met on the date of settlement, Central Depository shall return such securities to the respective Safekeeping Account from the Securities Trading Account of the Seller, while it shall refund the Buyer's cash on the grounds of the respective Resolution.
- 32.5. Central Depository shall not assume any responsibility over the precision, timeliness and completeness of the settlement between the Member and its Clients.

32.6. Central Depository shall not be responsible for the failure of the Settlement Bank to execute the order of the Member or Depository, or on incomplete (inaccurate) execution of such order.

ARTICLE 33. CAPTURING THE NON-STOCK EXCHANGE DEAL OF STOCK EXCHANGE SECURITIES THROUGH THE TRADING SYSTEM OF THE STOCK EXCHANGE

33.1. It is possible to capture the Non-Stock Exchange Deal with Stock Exchange Securities by the Members both through the trading system of the Stock Exchange as well as without it in line with the law and Rules of the Stock Exchange.

33.2. Non-Stock Exchange Deal may be captured through the trading system of the Stock Exchange at the time defined in the schedule of operation of the trade system approved by the Stock Exchange.

33.3. In the case of non-stock exchange deal being captured through the trading system of the Stock Exchange, deal may be secured with cash or without cash security.

33.4. If and when a non-stock exchange deal is captured through the trading system of the stock exchange, if such deal is secured with cash, Central Depository shall apply transactions and procedures envisaged in Chapters V and VIII-IX of the present Rules. In such cases, Trading Accounts may be credited with securities and cash of any volume intended for the deal.

33.5. If and when a non-stock exchange deal is captured through the trading system of the stock exchange, if such deal is not secured with cash, Depository shall apply the same transactions and procedures, except for the procedures envisaged in Article 27 in Chapter VIII. In such cases, Cash Trading Accounts shall be credited in line with instructions on the procedures of operation and notices, confirmations and instructions communicated by the parties of the deal to the Central Depository.

CHAPTER X. SETTLEMENT FOR NON-STOCK EXCHANGE DEALS

ARTICLE 34. SETTLEMENT FOR THE NON-STOCK EXCHANGE DEAL CONCLUDED WITHOUT THE TRADING SYSTEM OF THE STOCK EXCHANGE

34.1. Clients of the Central Depository as well as Clients of the Members may conclude deals with each other without using the trading system of the Stock Exchange on exchange as well as non-exchange securities. Settlement for such deals shall be carried out by the Central Depository by the request of the Clients. With this aim, both parties of the deal or Members, whose clients are parties to such deals shall communicate notifications/consents to the Central Depository no later than within a day about the concluded deal and further instructions on the settlement for the deal in the standardized form defined in the instruction on procedures of operation of the Central Depository –separate settlement on securities and cash.

- 34.2. While settling for a non-exchange deal with exchange-securities through the Central Depository, the deal shall be concluded with the engagement of the Trading Member if not otherwise envisaged in the legislation to ensure the compliance with a requirement of the legislation on capturing the deal.
- 34.3. Notification/confirmation about a non-exchange deal shall indicate the identification number of such deal, date of deal-making and type (selling/acquisition), identity of the instructing party and its account number, identity of the counter-agent (other party of the deal), name and identification number of the securities, price of the deal and quantity of the sold/acquired securities, total value of the deal, dates of settlement for securities and cash. Also, it shall indicate the scheme of settlement agreed upon by the parties and number of transactions within such settlement.
- 34.4. Instructions for settlement shall be communicated to the Central Depository by the parties of the deal or Members, whose clients are parties of such deals with an aim of settlement with securities and cash. Both instructions shall indicate the following: notification/confirmation or identification number of the deal, date of deal-making and type (selling/acquisition), identity of the instructing party and its account number, identity of the counter-agent (other party of the deal), name of the securities and their identification number, price of the deal and quantity of the sold/acquired securities, total value of the deal, date of securities settlement, deadline for payment.
- 34.5. In the case of a non-exchange deal, date of settlement shall be defined directly by the parties of the deal and notified to the Central Depository in the notification/confirmation on the concluded deal and instructions for settlement.
- 34.6. Central Depository may blok the investment assets intended for the settlement under a deal by the request of the parties engaged in the non-exchange deal with an aim of mutual assurance/guarantee prior to the deadline indicated in the instruction submitted to the Central Depository by the parties in line with Clause 34.4.
- 34.7. Central Depository shall settle for a deal only when all the conditions match in the notification/confirmation and instructions communicated by both parties or Members acting with their instructions (whereby clients of the members shall be parties of such deals). Settlement at the given point in time may be performed on the grounds of several consistent instructions.
- 34.8. Central Depository shall make settlement on the date of settlement within the timeframe defined in the instructions on procedures of operation. Report on the settlement shall be communicated by the Central Depository to both parties of the deal on the same day or electronic mail message shall be sent no later than on the following business day.
- 34.9. Central Depository shall be obliged to transfer the securities from the Securities Safekeeping Account of the Seller to the Securities Safekeeping Account of the Buyer in the volume indicated in the deal (in the case of entirely secured deal) on the date of settlement, provided the

sufficient number of securities are available at the Securities Safekeeping Account of the Seller and sufficient amount of money at the Cash Safekeeping Account of the Buyer.

- 34.10. If terms and conditions of securities transfer from the Safekeeping Account of the Seller to the Safekeeping Account of the Buyer are met on the date of settlement, Central Depository shall transfer the cash from the Safekeeping Account of the Buyer to the Safekeeping Account of the Seller.
- 34.11. Party defaulting on the settlement date for a deal shall be penalised in favour of the Central Depository with an amount indicated in Annex 1. Meanwhile, Central Depository shall retain the right to block the respective amount of cash or securities at the account of the party defaulting on the deadline.
- 34.12. Non-exchange deal may be secured with cash in full or any part thereof, or may even exist without any cash security. Deal may be fully secured with cash or partially with securities. In the case of partially secured or unsecured deals, both parties of such deal shall indicate about it in the notification/instructions and thereby define precise terms and timeframe of the settlement.
- 34.13. Settlement for a non-exchange deal between the Temporary Safekeeping Operation Account Holders shall be performed with a responsibility of the Member, which recommended the opening of such accounts at the Central Depository.
- 34.14. Central Depository shall bear no responsibility on the precision, timeliness and completeness of a non-exchange deal between the Member and its Clients.
- 34.15. Central Depository shall not bear responsibility over the failure of the Settlement Bank to comply with the instructions of a Member, Client or Depositor or for incomplete (inaccurate) compliance.

CHAPTER XI. CORPORATE ACTIONS

ARTICLE 35. OBLIGATIONS OF THE CENTRAL DEPOSITARY

- 35.1. Corporate actions shall include the following: consolidation, fragmentation, conversion that affect the volume and/or structure of the charter capital of the issuer; distribution of dividends or bonuses in the form of cash or shares, repayment of interest and principal amount on bonds, granting of rights and warrants, expulsion of a shareholder (partner) and transfer of such securities to remaining and/or other shareholders (partners) and privileges – tender offering, in the case of an emission – shareholders' privileged right of acquisition, execution of rights and warrants, communication of a notification on the General Meeting of Shareholders; also transformation, merger or in kind fragmentation of a company, changes in the name and status, relating to the Account Holder – as a registered owner or representative (nominal owner) of such registered owner.

- 35.2. Corporate action carried out by an independent Registrar shall be performed in the name of the Issuer and by its request. Central Depository shall be obliged to communicate data about the owners and nominal owners inter alia by the concluded deals and securities kept at the respective accounts by the date of settlement defined by the Issuer as registered at the Central Depository by the request of the Securities Registrar.
- 35.3. On the grounds of a notification received from an independent Registrar (or Stock Exchange, which is serviced), Central Depository about the corporate actions carried out by the Issuer, it shall temporarily hold transactions with securities of such Issuer in line with the requirements of the law and/or comply with the instructions of the Securities Registrar for capturing such corporate actions, which lead to changes in the property position at the Securities Accounts kept at the Central Depository.
- 35.4. In cases of corporate actions, Central Depository shall communicate a notification by electronic mail to the affected Member on the results of the measures carried out by it in line with Clause 37.3.

ARTICLE 36. RIGHTS OF THE CENTRAL DEPOSITARY

- 36.1. Receive clear instructions from the Securities Registrar about the pending corporate actions so that new positions of all the securities owners are precisely defined and if required – rounded up.
- 36.2. Receive updated information by the request of a Client of Securities Registrar on the registration of securities kept in nominal ownership of the Central Depository, which by the given time are not captured in the account of such Central Depository (not registered in its name). Information shall be communicated from the Securities Registrar on the Issuer and securities that are owned by such Registrar and that are mutually agreed between the Registrar and Central Depository.

CHAPTER XII. REPORTING

ARTICLE 37. REPORTING TOWARDS CLIENTS OF THE CENTRAL DEPOSITARY

- 37.1. Following reports shall be communicated by the Central Depository to Clients in the form of electronic files via an electronic mail:
- 37.1.1. Extract from the Safekeeping Account(s) in the following cases:
- a) Once a year, at the end of every calendar year, as of the last calendar date;
 - b) Once a quarter, at the end of each quarter, as of the last calendar date;
 - c) Only to the Custodian Members once a month, at the end of every calendar month, as of the last calendar date;

- d) After a settlement for a non-exchange deal captured through the trading system of the Stock Exchange;
- e) Account Statements to Members, except for the Trading Members for the deposition of investment assets.

37.1.2. Reports on non-exchange deals concluded without using the trading system of the Stock Exchange.

37.1.3. Only to Trading Members – on the investment assets kept at the Trading Accounts kept by such Trading Members:

- a) Prior to every trading session (Starting Point);
- b) At the close of every trading session (Finish Line).

37.2. Central Depository shall in addition communicate the following reports by the request of the Clients:

37.2.1. Account Statement for the requested date;

37.2.2. Statement on the movement of cash through the account for the requested timeframe;

37.2.3. Extract from the appraisal of the portfolio by the requested date;

37.2.4. Other information about their accounts in accordance with their requests.

37.3. If and when requested, Central Depository may communicate an extract to a Client of the Member with a prior consent of such Member. Identity of such Client shall be known to the Central Depository from its account.

ARTICLE 38. ERRORS

38.1. Member shall bear responsibility for the verification of accuracy of information contained in the reports referred in Clause 39.1 through comparison with its own records.

38.2. Upon detection of any error in a report, Member shall be obliged to notify the Central Depository about it within the timeframe defined in the Operating Procedures. If a Member fails to communicate the referred information for correction to the Central Depository within the indicated period of time under such Operating Procedures, it shall have no right at a later stage to express grievances to the Central Depository about such error and consequences originating from it.

38.3. Central Depository shall be obliged to notify the Trading Members in the cases envisaged in Clause 29.4.A of the present Rules, if Trading Members have received reports on the investment assets kept at the Trading Accounts in their ownership at the end of the trading session. Referred notification on the voidance along with the new option shall be communicated to the Trading Members by electronic mail.

CHAPTER XIII. RESPONSIBILITY, COMMUNICATION, AMENDMENTS AND ADDITIONS

ARTICLE 39. RESTRICTION OF RESPONSIBILITY

39.1. Central Depository shall bear responsibility for all the losses originating from the inaccurate debit or credit transactions of securities or cash made through the accounts kept at such Central Depository along with other actions that are executed by the Central Depository within its mandate. Central Depository shall also bear responsibility for other claims that are related to losses originating from negligence, fraudulent or criminal activities of its staff or representatives.

39.2. Central Depository shall not bear responsibility for the claims related to the property rights of securities that emerge as a result of an inaccurate or incomplete orders received from a Member (or Account Holder) or inadequate application of securities trading legislation or rules of self-regulated organizations by such Members (or Account Holders).

39.3. Central Depository shall not grant any guarantee over the consistent settlement of deals in cases when parties of such deals breach the terms and conditions of such settlement. In cases of the referred violations, defaulting party shall bear responsibility for the failed settlement.

ARTICLE 40. SEPARATION OF THE RESPONSIBILITIES OF THE CENTRAL DEPOSITARY AND MEMBER

40.1. Every Member shall be obliged to keep Central Depository away from responsibility for the loss, liabilities or incurred costs, including the perception or claim of the third party, also state collectibles, charges or other expenses somehow related to any securities kept at the Securities Accounts and which originate from carelessness, negligence, error, submission of inaccurate information or fraudulent activity of a Member, members of its Management Body, staff or representatives. This provision shall not cover claims originating from the negligence, fraudulent or criminal activities of the Central Depository, members of its Management Body, staff or representatives.

ARTICLE 41. FORCE MAJEURE

41.1. Central Depository shall not bear responsibility for a failure or delays in its service delivery if and when caused by natural disasters, sabotage, strike, mechanic or computer break-down or defect, damages in the power supply system, Government Decree or other reasons beyond the reasonable scope of control of the Central Depository.

ARTICLE 42. DEPENDENCE ON OTHER SOURCES OF INFORMATION

42.1. Central Depository shall be entitled to base its judgement on the information submitted by the Stock Exchange, Settlement Banks and Securities Registrars, including the information about the deals concluded at each trading session, reports on the transfer of securities and cash kept in its name. It shall not bear responsibility for the loss, which arises from the dependence on such sources of information.

ARTICLE 43. TELECOMMUNICATION SERVICES

43.1. When and if a Member uses telecommunication means for exchanging information with the Central Depository or for instructing the Central Depository, no responsibility shall be borne by the Central Depository for the distortion or loss of information, which may be associated with such transmission of data through telecommunication channels. In addition, Central Depository shall exploit all the possibilities to recover such distorted or lost information or order. Member shall not be entitled to claim compensation of losses or expenses from the Central Depository or execution of liabilities originating from malfunctioning telecommunication services.

ARTICLE 44. COMMUNICATION

44.1. If not otherwise envisaged in the present Rules, Central Depository shall communicate all its notifications to Members in person or via a registered mail, electronic mail, telephone or fax, or via any means of computerized data transmission. Notification shall be deemed communicated upon its acknowledgement. In the case of the registered mail – at the delivery of such notice to the address indicated by the Member - it shall be deemed received on the seventh business day from the date of dispatch. If a notice has been handed over to the Member in person at such address, it shall be deemed communicated upon delivery. If a notice has been communicated by the Central Depository via an electronic mail or cable channels, telephone or fax, or other means of instant data transmission, it shall be deemed communicated to the Member upon acknowledgement of communication by such Member.

44.2. Every notification communicated by a Member to the Central Depository shall be made in writing and delivered in person, by registered mail or fax to the below indicated address(es) and fax number (or address(es) indicated from time to time by the depository to its members) if not otherwise envisaged in the present Rules or instructions on procedures of operation:

Central Depository of Securities of Georgia JSC
7th Floor, 10th Block,
71, Vazha Pshavela Ave., Tbilisi 0186, Georgia

Tel: 222 07 18/49

Fax: 225 18 76

E-Mail: info@gcsd.ge

44.3. Notifications of Members to the Central Depository shall be deemed communicated upon their acknowledgement by such Central Depository. If and when such notification is sent by conventional mail to the address indicated in Clause 44.2 of the present Article, it shall be deemed communicated on the 7th day from the date of dispatch (for domestic mail coverage), if the registered mail is not returned to the sender within the indicated period of time. If a notification of the Member has been delivered in person to the Central Depository at the address, electronic mail or cable channels, telephone, fax or other means of instant data transmission, it shall be deemed delivered to such Central Depository upon its acknowledgement.

ARTICLE 45. AMENDMENTS AND ADDITIONS

45.1. Amendments and additions to the present Rules shall be made with a decision of the Supervisory Council of the Central Depository. Draft amendments and additions proposed to the present Rules, along with their explanations shall be distributed to all members 14 days prior to the endorsement of such amendments and additions.

CENTRAL DEPOSITARY OF SECURITIES OF GEORGIA

ESTABLISHED SERVICE FEES

№	LINE ITEM	PAYABLE BY*	TARIFF	COMMENT
<i>I. Service: Opening/Closing of a Securities Account</i>				
1	Opening of a Own Safekeeping Account	1,2,3,4*	Gratis	Upon Opening an Account
	Opening of an Omnibus Safekeeping Account to a Member for Nominal Ownership	1,3,5	12500 GEL Or Gratis if Conditions are Met **	Upon Opening an Account
	Opening of a Correspondence or Pension Scheme Account	5,6	On the Grounds of an Agreement (According to the Concluded Agreement)	Upon Opening an Account
	Opening of a Segregated Client (Non-Omnibus Type) Safekeeping Account	1,3,5	125 GEL	Upon Opening an Account
	Opening of a Client' Omnibus-Segregated Safekeeping Account	1,3,5	2500 GEL	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
	Opening of a Client Safekeeping Account for a Trading Member	3	Gratis	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
2	Servicing of Own Accounts	1,2,3,4	Gratis	Monthly, by the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository

	Servicing of an Omnibus Safekeeping Account for Nominal Ownership	1,3,	Gratis	
	Servicing of a Omnibus- Segregated Client's Safekeeping Account	1,3,5	Gratis	
	Servicing Client's Segregated (Non-Omnibus Type) Safekeeping Account	1,3,5	Gratis	
	Servicing of a Client Safekeeping Account of a Trading Member	3	Gratis	
	Servicing of a Correspondence or Pension Scheme Account	5,6	On the Grounds of an Agreement (According to the Concluded Agreement)	Monthly, by the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
3	Adjustments to Account Details	0	15 GEL	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
4	Closing of an Account	0	Gratis	
II. Transactions with Securities				
5	Admission of Domestic Stock Exchange Securities to the System of the Central Depository (Within 10 Business Days)		1000 GEL	Initiator of the Securities Admission, Prior to such Admission of Securities
	Admission of Domestic Non-Stock Exchange Securities to the System of the Depository (Within 10 Business Days)		1750 GEL	Initiator of the Securities Admission, Prior to such Admission of Securities
	Ad-Hoc Admission of Domestic Stock Exchange Securities to the System of the Depository (Within 24 Hours)		1750 GEL	Initiator of the Securities Admission, Prior to such Admission of Securities
	Ad-Hoc Admission of Domestic Non-Stock Exchange Securities to the System of the Depository (Within 24 Hours)		2500 GEL	Initiator of the Securities Admission, Prior to such Admission of Securities
6	Admission of Stock Exchange Securities of Foreign Countries		On the Grounds of an Agreement, in Relation with Each Security	Initiator of the Securities Admission, Prior to such

				Admission of Securities
	Admission of Non-Stock Exchange Securities of Foreign Countries		On the Grounds of an Agreement, in Relation with Each Security	Initiator of the Securities Admission, Prior to such Admission of Securities
7	Acceptance of Domestic Securities in Nominal Ownership by the Depository	0	Registry Administrator	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
8	Transfer of Securities between Safekeeping Accounts if and when the Registered Owner gets Changed	0	0.1% of the Securities Value ****	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
	Transfer of Securities between Safekeeping Accounts if and when Registered Owner does not get Changed	0	50 GEL,	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
9	Transfer of Securities from one nominal owner to another without changing the registered owner	1,3,5	75 GEL	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
10	Write Off of Domestic Securities, Release of Domestic Securities from the Safekeeping Account and Registration at the Registrar in the Name of an Account Holder	0	Expenses of the Registry Administrator	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository

*III. Safekeeping of Securities ****

9	Safekeeping of Domestic and/or Foreign Equity Securities	1,2,3	<p>If the total value of client's assets:</p> <p>a) Does not exceed 10,000,000 (Ten Million) GEL then 0.015% of the Securities Value ****, but not less than 100 GEL;</p> <p>b) Exceeds 10,000,000 (Ten Million) GEL, but does not exceed 100,000,000 (Hundred Million) GEL then 0.01% of the Securities Value **** but not less than 1,500 GEL;</p> <p>c) Exceeds 100,000,000 (Hundred Million)</p>	Monthly, by the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
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			GEL then 0.008% of the Securities Value **** but not less than 10,000 GEL and not more than 20,000 GEL	
10	Safekeeping of Domestic and/or Foreign Debt Securities	1,2,3	If the total value of client's assets: a) Does not exceed 10,000,000 (Ten Million) GEL then 0.005% of the Securities Value ****, but not less than 20 GEL ; b) Exceeds 10,000,000 (Ten Million) GEL , but does not exceed 100,000,000 (Hundred Million) GEL then 0.004% of the Securities Value **** but not less than 500 GEL ; c) Exceeds 100,000,000 (Hundred Million) GEL then 0.003% of the Securities Value **** but not less than 4,000 GEL and not more than 10,000 GEL	Monthly, by the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
11	Safekeeping of Securities Issued by Georgia and/o Foreign Governments, IFIs and Municipalities of Georgia	1,2,3	If the total value of client's assets: a) Does not exceed 10,000,000 (Ten Million) GEL then 0.003% of the Securities Value ****, but not less than 10 GEL ; b) Exceeds 10,000,000 (Ten Million) GEL , but does not exceed 100,000,000 (Hundred Million) GEL then 0.002% of the Securities Value **** but not less than 300 GEL ; c) Exceeds 100,000,000 (Hundred Million) GEL then 0.001% of the Securities Value **** but not less than 2,000 GEL and not more than 5,000 GEL	Monthly, by the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
<i>IV. Clearing and Settlement</i>				
12	For Clearing and Settlement for Payable Stock Exchange Deal (Shares)	3	0.07% of the Deal Value, but no Less than 0.5 GEL per Deal	For Each Party of the Deal, by the 5 th Date of the Following Month in Accordance with an Invoice of

				the Central Depository
	For Clearing and Settlement for Payable Stock Exchange Deals (Debt Securities)	3	0.02% of the Deal Value, but no Less than 0.5 GEL per Deal	For Each Party of the Deal, by the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
	For Clearing and Settlement for Payable Stock Exchange Deals (Securities Issued by the Government, IFIs and Municipalities)	3	25 GEL per Deal	For Each Party of the Deal, by the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
13	For Clearing and Settlement of Payable Non-Stock Exchange Deals (Shares) Concluded within the Trading System of the Stock Exchange	3	0.07% of the Deal Value, but no Less than 0.5 GEL per Deal	For Each Party of the Deal, by the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
	For Clearing and Settlement of Payable Non-Stock Exchange Deals Concluded within the System of the Stock Exchange (Debt Securities)	3	0.03% of the Deal Value, but no Less than 0.5 GEL per Deal	For Each Party of the Deal, by the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
	For Clearing and Settlement of Payable Non-Stock Exchange Deals Concluded within the Trading System of the Stock Exchange (Securities Issued by the Government, IFIs and Municipalities)	3	25 GEL per Deal	For Each Party of the Deal, by the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
14	For Settlement of Deals Concluded with Non-Stock Exchange Securities (Shares)	1,2,3	0.1% of the Deal Value, but no More than 25,000 GEL	For Each Party of the Deal, by the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
	Payable for Deals Concluded with Non-Stock Exchange Securities (Debt Securities)	1,2,3	0.05% of the Deal Value, but no More than 25,000 GEL	For Each Party of the Deal, by the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
	For Settlement of Payable Deals with Non-Stock Exchange Securities (Securities Issued by the	1,2,3	25 GEL per Deal	For Each Party of the Deal, by the 5 th Date of the Following Month

	Government, IFIs and Municipalities)			in Accordance with an Invoice of the Central Depository
15	For Settlement of Payable Deals Concluded with Non-Stock Exchange Securities	4	0.2% of the Deal Value	For Each Party, Prior to the Settlement
16	Penalties for Failure to Honor the Deals Concluded with Non-Stock Exchange Securities	0	0.15% of the Deal Value	For Each Breaching Party by the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
<i>V. Transactions with Cash Assets</i>				
17	Depositing of Cash	0	Gratis	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
18	Transfer of Cash from one Bank to Another within Georgia	0	Bank Expenses + 0.01% of the Amount to be Transferred (no more than 70 GEL)	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
19	Overseas Transfer of Money	0	Bank Expenses + 0.01% of the Amount to be Transferred (no more than 100 GEL)	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
20	Transfer of Money from One Safekeeping Account to Another	0	50 GEL	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
21	Transfer of Money between Safekeeping Accounts, Provided the Registered Owner does not get Changed		10 GEL	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
22	Transfer of Cash and Securities to a Trading Account	3***	1.25 GEL, but no Less than 2 GEL	For Each Order, by the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
23	Transfer of Cash to a Trading Account through a Brokerage	1,2,4,5,6	2.5 GEL, but no Less than 3 GEL	For Each Order, by the 5 th Date of the Following Month in Accordance with an Invoice of

				the Central Depository
24	Currency Exchange	0	Bank Expenses + 0.1% of the Converted Amount	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
25	Safekeeping of Cash	1,2,3	Gratis	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
<i>VI. Blocking Transactions</i>				
26	Blocking for Collateral	1,2,3	75 GEL	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
27	Removal of a Block	1,2,3	75 GEL	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
28	Release of a Statement from a Blocking Account by the Request of the Account Holder	1,2,3	7.5 GEL	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
29	Release of a Document Evidencing a Collateral	1,2,3	12.5 GEL	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
<i>VII. Other Services Rendered by the Central Depository</i>				
30	Release of a Statement from a Safekeeping Account (in cases envisaged by the Procedures)	0	Gratis	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
31	Release of an Additional Statement from a Safekeeping Account (in cases envisaged by the Procedures)	0	10 GEL	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
32	Release of a Statement on Turnover through the Account	0	10 GEL	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
33	Release of a Statement on Portfolio Appraisal	0	On the Grounds of an Agreement	By the 5 th Date of the Following

				Month in Accordance with an Invoice of the Central Depository
34	Release of a Statement from an Account of a Client of a Member with a Consent of such Member	1,2,3	10 GEL	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
35	Other Information from the Account	0	On the Grounds of an Agreement	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
36	Voidance of the Executed Order	0	100 GEL	
37	Voidance of an Order Prior to Execution	0	10 GEL	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
<i>VIII. Corporate Actions</i>				
38	Distribution of Dividends	1,2,3	0.1% of the Dividends + Bank Expenses	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
39	Fragmentation, Consolidation and Conversion	1,2,3	Gratis	
40	Representation at General Meeting	1,2,3	On the Grounds of an Agreement	By the 5 th Date of the Following Month in Accordance with an Invoice of the Central Depository
<i>IX. Other Services</i>				
41	Other Services	0	On the Grounds of an Agreement	

Tariffs are net of VAT.

Payment shall be made in GEL with an exchange rate defined by the National Bank of Georgia (NBG), except for the payments made by foreign non-resident members.

If not otherwise indicated, payment of fees, charges and penalties shall be made until the 5th day of the following month through a direct payment by a member or through a draw down by the Central Depository from the account of the Member. If such payment is not made within 5 business

days through a direct payment or if no assets are kept at the account of the applicable member to service such payment, Central Depository shall be entitled to impose an interest over the Account Holder in the volume of 0.1% of the overdue amount for every single overdue day.

* Respective services may be rendered only to the entities indicated in the categories below:

0 – Every Account Holder, 1 – Custodian Member, 2 – Institutional Member, 3 – Trading Member, 4 – Temporary Operating Account Holder; 5 - Central Depository of a foreign country or a depository of an international level, 6 – Founder of a Pension Scheme and Asset Management Company.

** Member has a Segregated Omnibus Account opened for at least one Client or (in the case of a Custodian Member) has over 100 Segregated Accounts (Non-Omnibus type); or (in the case of a Trading Member) has over 100 Trading Member Client Accounts.

*** This payment does not apply to Category 3 entities till January 1, 2017.

**** If there are securities of several issuers kept on the account, total value of equity shares are summed separately and total value of bonds are summed separately, afterwards payable sum is counted complied with the tariffs.

Value of one issuer's equity shares which are kept on the account are calculated by multiplying their quantity on the given price. While evaluating the price of admitted shares on organized market, Central Depository refers to the information provided by that market. However to calculate the payment the quantity of shares kept on the account is multiplied by the highest available price during the accounting month, in case there is no trade during the accounting month, the highest price of the last day when the issuer's shares were traded will be used. If the shares are not admitted on the organized market, the price of a share will be its given market price, and if market price is not available, then the price will be its nominal price.

In case of bond securities, the price is in all cases defined by bond's nominal value.

Quantity of securities of an issuer is regarded the maximum quantity of securities that was held on the account during an accounted month.

The prices of the securities that are held in USD currency, according to the trades committed through organized market, are converted into national currency GEL using National Bank rate announced on the last day of the accounting month.

TEMPLATE OF RECOMMENDED APPLICATION AND LIST OF ESSENTIAL DOCUMENTS TO BE SUBMITTED FOR ADMISSION OF SECURITIES TO THE SYSTEM OF THE CENTRAL DEPOSITARY

(to be printed on the Applicant's Letterhead Paper)

CEO, Central Depository of Securities of Georgia JSC

RECOMMENDED APPLICATION

FOR ADMISSION OF SECURITIES TO THE SYSTEM OF THE CENTRAL DEPOSITARY OF SECURITIES OF GEORGIA JSC

Please consider the admission of following securities to the system of the Central Depository:

1. Issuer _____
(Please insert the name)

2. Address, organizational and legal form of the Issuer

3. Address _____
(Please insert the legal and mail address)

4. Contact Details _____
(Please insert the tel and fax numbers, e-mail and website addresses)

5. Type of Securities _____
(Share, Bond, etc.)

6. Quantity of Issued Securities _____

7. Quantity of Placed Securities _____

8. Nominal Value of Securities _____
(Please indicate GEL or relevant currency)

9. Date of Securities Issue _____

10. Origin of Securities _____
(Domestic/Foreign Non-Exchange/Stock Exchange Securities)

11. Identification Number of Securities (ISIN) _____
(If applicable)

11. Annual Interest Rate _____ (If applicable)

12. Free Float Timeframe _____
(If applicable)

13. Date of Redemption _____ (If applicable)

14. Special Features _____

15. Data about the Service Registrar or Depositary of the Issuer, which has a nominal ownership over the securities (in the case of foreign securities)

(Please insert the full name, legal address and domicile)

16. Information on the Servicing Auditor _____

(Please insert the full name, legal address and domicile)

17. Information on the Contact Person(s) of the Issuer _____

(Please insert the full name, personal identification number and position)

Following documents shall be enclosed to the present application:

1. Copy of the Charter of the Issuer certified by a Public Notary or Regulator by incorporating all the amendments made by the date of submission (except for the local authorities and self-governing bodies);
2. Extract from the Enterprise Registry by the date of submission by incorporating all the amendments (except for the local authorities and self-governing bodies);

3. Prospect of the final issuance of the given issue of securities, which should be presented in the form of a hard-copy document (copy certified by a Public Notary or Regulator), as well as in PDF form as an electronic document; for enterprises intended for privatization or already privatized ones – copy of the privatization plan (if applicable) released by a body (institution) authorized to manage the state-owned securities;
4. Document regulating the issuance, free float and redemption of securities by local authorities and governance bodies (in the case of municipal securities);
5. Copy of the document evidencing the assignation of an identification number to the securities of given issue by the Regulator (if applicable, otherwise Central Depository shall assign a differentiating identification code);
6. Document evidencing the payment of the fee indicated in Annex N1 of the present Rules;*
7. Document evidencing the admission of securities if they are admitted to the trading system and/or listing of the Stock Exchange, including the public announcement or a certificate released by such Stock Exchange;*
8. Consent of the Issuer to the admission of securities indicated in the Recommended Application to the Central Depository (if applicable).*

* - These documents may be submitted to the Central Depository after filing a Recommended Application in line with requirements laid out in Clause 11.3 of the present Rules.

Date of Application: dd/mm/yyyy

With the signature below, I hereby confirm that data and documents provided herewith are accurate and precise by the date of signature.

Position, Full Name and Signature of the Official Authorized to Represent the Applicant

NB:

* - In the case of a legal entity of a foreign country, documents shall be certified with an apostille or legalized in an adequate manner if and when required by the current legislation.

**RECOMMENDED APPLICATION FOR OPENING A TEMPORARY OPERATIONS ACCOUNT
WITHIN THE SYSTEM OF THE CENTRAL DEPOSITARY**

(to be printed on the Letterhead Paper of the Applicant – Member of the Depositary)

CEO, Central Depositary of Securities of Georgia JSC

RECOMMENDED APPLICATION

**FOR OPENING A TEMPORARY OPERATIONS ACCOUNT WITHIN THE SYSTEM OF THE
CENTRAL DEPOSITARY OF SECURITIES OF GEORGIA JSC**

Please open a Temporary Operations Account within the system of the Depositary for the following entity:

1. Account Holder

(Please insert the full name)

2. Organizational and Legal Form of the Account Holder

3. Address

Legal: _____

Mail: _____

3. Contact Details

4. Focal Point

(If applicable)

5. Contact Details of the Focal Point

(If applicable)

6. Other information about the Account Holder _____

With the present Recommended Application I hereby confirm that I shall bear responsibility for the compliance with current legislation and Rules of the Central Depository if and when transactions are performed through the Temporary Operations Account opened on the grounds of the present Application. Also, I shall bear responsibility for ensuring such compliance.

Date of Application: dd/mm/yyyy

Full Name and Position of the Official Authorized to Represent the Applicant

Signature
