

## Adherence Letter

**Protocol Name:** ISDA 2013 EMIR NFC Representation Protocol

**Last Updated:** February 03, 2014

**Adhering organization:** International Investment Bank

**Date:** February 03, 2014



Dear Sirs,

### ISDA 2013 EMIR NFC Representation Protocol - Adherence

The purpose of this letter is to confirm our adherence to the **ISDA 2013 EMIR NFC Representation Protocol** as published by the International Swaps and Derivatives Association, Inc. on **March 8, 2013** (the "Protocol"). This letter constitutes, as between each other Adhering Party and us, an Adherence Letter as referred to in the Protocol. The definitions and provisions contained in the Protocol are incorporated into this Adherence Letter, which will supplement and form part of each Covered Master Agreement between us and each other Adhering Party.

#### 1. Specified Terms

As between each other Adhering Party and us, the amendments in the Attachment to the Protocol shall apply to each Covered Master Agreement to which we are a party in accordance with the terms of the Protocol and this Adherence Letter.

- We confirm that we adhere to the Protocol as a party making the NFC Representation
- We confirm that we adhere to the Protocol as a party which is a NFC+ Party making the NFC Representation
- We confirm that we adhere to the Protocol as a party that does not make the NFC Representation

#### 2. Appointment as Agent and Release

We hereby appoint ISDA as our agent for the limited purposes of the Protocol and accordingly we waive any rights and hereby release ISDA from any claims, actions or causes of action whatsoever (whether in contract, tort or otherwise) arising out of or in any way relating to this Adherence Letter or our adherence to the Protocol or any actions contemplated as being required by ISDA.

#### 3. Change of status notice

- For the purposes of sub-paragraph (ii) of the NFC Status provisions contained in the Schedule to the Covered Master Agreement, the address to which a Representing Party or a Non-representing Party should deliver to us any Clearing Status Notice, Non-Clearing Status Notice, NFC+ Representation Notice, NFC Representation Notice or Non-representation Notice is as follows, but you understand and agree that non-provision of any such details pursuant to this Adherence Letter will not affect the legal validity and binding nature of the Protocol with respect to us:
- For the purposes of sub-paragraph (ii) of the NFC Status provisions contained in the Schedule to the Covered Master Agreement, we agree that Counterparty Manager is applicable.

#### 4. DTCC Number

For purposes of electronic matching and counterparty recognition, our DTCC Account Number is as follows, but you understand and agree that our non-provision of any such details pursuant to this Adherence Letter will not affect the legal validity and binding nature of the Protocol with respect to us:

DTCC Account Number:

#### 5. Codes

For purposes of electronic matching and counterparty recognition, our code(s) are as follows, but you understand and agree that our non-provision of any such details pursuant to this Adherence Letter will not affect the legal validity and binding nature of the Protocol with respect to us:

LEI (Legal Entity Identifier):

CICI:

Other:

#### 6. Payment

Each Adhering Party must submit a one-time fee of U.S. \$500 to ISDA at or before the submission of this Adherence Letter.

#### 7. Contact Details

Our contact details for purposes of this Adherence Letter are:

**Company Name:** International Investment Bank  
**Address:** 7, Mashi Poryvaevoy street , Moscow, 107078, Russian Federation  
**Telephone:** +7 495 604-7625  
**Fax:** +7 499 975-2070  
**E-mail:** ioan.belea@iibbank.com

We consent to the publication of a conformed copy of this letter by ISDA and to the disclosure by ISDA of the contents of this letter.

Yours faithfully,



International Investment Bank

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BY:

Name: Nikolay Kosov  
Title: Chairman of the Board