

Appendix for Currency Contracts and Options on Currency Contracts to the above-named Framework Contract for Finance Forward Contracts

Between

Name and address of the contractual partner:

(hereafter referred to as “**Contract Partner**”)

and

Name and address of the Bank:

VTB Bank (Deutschland) AG
Walter-Kolb-Str. 13, D-60594 Frankfurt am Main, Germany

(hereafter referred to as “**Bank**”)

1. Purpose and object of the appendix

(1) Complementary to the provisions of the Framework Contract, the following provisions apply to currency contracts and options on such actions (“Options”).

(2) The Framework Contract and this appendix apply to currency contracts and options made between the parties, irrespective of a reference in the individual transaction to the Framework Contract.

2. Definitions

(1) Within appendix the following definitions shall apply:
“Exercise period” is the period of time beginning with the starting date of the individual transaction and ending on the expiry date; should no starting date be mentioned in the individual transaction, then the exercise period begins on the closing date.

“Exercise branch” the branch of the seller mentioned as such in the individual transaction, or, should such a branch not exist, the branch of the seller making the option.

“Exercise date” is the bank working day on which the option laid down in the individual transaction is exercised or is considered to have been exercised.

“Exercise time” the time of day laid down as such in the individual transaction.

“Currency contract” any spot or forward transaction which has as its object the exchange of a particular amount in a currency or unit of account against a particular amount of another currency or unit of account.

“Expiry date” is the date determined as the expiry date in the individual transaction or should this not be a bank working day the next following bank working day.

(2) The relevant financial market for the determination of the bank working day with regard to paragraph 1 and number 4 paragraph 1b) is the place where the exercise branch is situated and with regard to number 3 paragraph 3 the place laid down there.

3. Payments

(1) Payments owed within the meaning of number 3 paragraph 1 of the Framework Agreement in currency contracts are the amounts named in the particular individual transaction.

(2) The purchaser of an option is obliged to pay the option premium mentioned in the individual transaction to the seller.

(3) Should a maturity date not be a bank working day in the place where the recipient of the payment has his bank account, the valid payment date for the payments of both parties is that in the affected individual transaction in accordance with number 3 paragraph 5b of the Framework Contract.

(4) Should a party fail to pay the full amount due from an individual transaction on the maturity date or on a later date as stipulated in paragraph 3, the other party is entitled, upon making an immediate declaration to the other party, instead of the payments still owed, to choose fulfilment through an equalisation payment plus interest from the maturity date in accordance with number 3 paragraph 4 of the Framework Contract. The size of the equalisation payment will be calculated in Euro by the party entitled to make this choice in accordance with number 8 of the Framework Contract.

4. Exercise of an option

(1) a) The purchaser of a European option is entitled to exercise this option up until the exercise time on the expiry date. Should the declaration exercising the option be made before the expiry date, the option is considered to have been exercised on the expiry date.

b) The purchaser of an American option is entitled to exercise this at any time within the exercise period up until the exercise time on the expiry date. Should the declaration exercising the option be made before the commencement of the exercise period, the option is considered to have been exercised on the first day of the exercise period. Should the declaration be made on a day before the expiry date after the exercise time or on a day which is not a bank working day, the option is considered to have been exercised on the following bank working day.

(2) The exercise declaration is to be made at the exercise branch and is irrevocable.

(3) Should the buyer not inform the seller otherwise, an option which is not exercised is considered to have been exercised on the expiry date if at the exercise time the value of the currency transaction underlying the option ("value of the option") is for the purchaser equal to at least 1% of the amount owed by the purchaser from this currency transaction (call-amount). In this case the seller is entitled, instead of fulfilment by both parties, to demand through an immediate declaration to the purchaser the payment of value of the option. The value of the option will be calculated by the seller in the currency of the call-amount in accordance with number 8 paragraph 1 of the Framework Contract.

5. Contents of an option

The currency contract between the parties underlying the option takes place on the exercise date.

6. Special agreements

(1) The following sentences are only applicable in so far as the appropriate fields are crossed.

- (2) number 1 paragraph 2 applies also to currency contracts and options already concluded.
- (3) number 4 paragraph 3 is not applicable.
- (4) in number 1 paragraph 2 the words "between the parties" are replaced by "between the branches of the parties named in number 6 paragraph 4."

Branches of the contractual partners

Branches of the Bank

7. Other agreements

Signature(s) of the Bank

Signature(s) of the contractual partners
