## SCHEDULE J: OFF-MARKET SALE OF SECURITIES

Subject to this Schedule, we, THE ULTIMA INVESTMENTS CYPRUS LIMITED, previously BROKERCREDITSERVICE (CYPRUS) LIMITED, will negotiate a price with you, on request, at which securities may be bought or sold between you and us outside the rules of a trading venue. We will deal with you under this Schedule on a request for quote basis.

## 1. Definitions and Interpretation

**Agency Transaction** means a Transaction entered by you as agent for a single Principal or two or more Principals who have been introduced to us pursuant to Schedule G to these Terms before the time when you enter into the Transaction;

**Buyer** means for any Transaction, either you or us acting as buyer of Securities as specified in the related Confirmation;

**Contractual Currency** has the meaning given in clause 5.1;

**Delivery Date** means, with respect to any Transaction, the date on which Securities are to be delivered by the Seller to the Buyer;

**Income** means, with respect to any Security at any time, all interest, dividends or other distributions thereon, including distributions, which are a payment or repayment of principal in respect of the relevant Security or, in case of equities, a payment of redemption proceeds in respect of the relevant Security;

**Income Payment Date** means, with respect to any Securities, the date on which Income is paid in respect of such Securities or, in the case of registered Securities, the date by reference to which particular registered holders are identified as being entitled to payment of Income;

**International Securities** has the meaning assigned to it in Rule 2.2 of Rules and Recommendations issued by the International Capital Market Association;

**Payment Date** means, with respect to any Transaction, the date, on which the Purchase Price is to be paid by the Buyer to the Seller;

**Principal** means an underlying customer as defined in clause 1.7 of the General Terms, for whom you act as agent and who have been introduced to us pursuant to Schedule G to these Terms;

**Purchase Price** means the price at which Securities are sold or are to be sold by the Seller to the Buyer;

**Securities** means any shares, bonds, and other transferable securities that are the subject of the purchase and sale Transaction, as specified in the related Confirmation and are eligible be paid for and transferred through the Settlement Depositary;

**Seller** means for any Transaction, either you or us acting as seller of Securities as specified in the related Confirmation;

**Settlement Depositary** means any securities depositary, registrar providing for the recording and transfer of title to securities in a computer-based system, or any settlement system, dematerialised book entry system, clearance system or similar system;

**Trade Date** means, in relation to any Transaction, the date on which the Buyer and the Seller agree upon the terms and conditions of a Transaction;

**Transaction** means a purchase or sale of Securities.

## 2. Initiation and Confirmation

**2.1.** Subject to this Schedule, you and we may from time to time enter into Transactions as either Buyer or Seller in which the Seller agrees to sell to the Buyer Securities as defined below against the payment of

the Purchase Price by the Buyer to the Seller. A Transaction may be entered into orally or in writing at the initiation of either party.

**2.2.** You may enter into an Agency Transaction if, but only if you specify that Transaction as an Agency Transaction at the time when you enter into it.

**2.3.** Upon agreeing to enter into a Transaction, we shall promptly send to you a Confirmation of a Transaction. In the case of a Transaction initially agreed in hard copy form, you and we shall execute a single written document that by itself will constitute a Confirmation and no further confirmation of such Transaction will be required.

**2.4.** A Confirmation shall identify the Buyer and the Seller and contain the following information:

(i) the Securities (including ISIN or other identifying number or numbers, if any) and quantity thereof;

(ii) the Trade Date;

(iii) the Purchase Price;

(iv) the Payment Date and Delivery Date;

(v) the details of the cash/securities account(s) of the parties; and

(vi) any additional terms and conditions of the Transaction, if any.

**2.5.** A Confirmation of a Transaction shall, together with this Schedule and the Terms of Business, constitute conclusive evidence of the terms agreed between you and us for that Transaction.

**2.6.** In respect of any Transaction, the terms of this Schedule, the Terms of Business and the Confirmation shall together constitute a single, integrated agreement between you and us. The terms of this Schedule shall be incorporated by reference into any Confirmations. In the event of any conflict between the terms of this Schedule and the Terms of Business, this Schedule shall prevail. In the event of any conflict between the terms of this Schedule and the Confirmation, the Confirmation shall prevail.

**2.7.** Each Agency Transaction shall be a Transaction between the relevant Principal and us and no person other than the relevant Principal and us shall be a party to or have any rights or obligations under an Agency Transaction. Without limiting the foregoing, you shall not be liable as principal for the performance of an Agency Transaction, but this is without prejudice to any liability you have under any other provision of these Terms.

**2.8.** All the provisions of this Schedule shall apply separately as between us and each Principal for whom you have entered into an Agency Transaction or Agency Transactions as if each such Principal were a party to a separate agreement with us in all respects identical with this Schedule.

**2.9.** You undertake that if, at the time of entering into an Agency Transaction, you have not allocated the Transaction to a Principal, you will allocate the Transaction before the Payment or Delivery Date for that Transaction, whichever is earlier, either to a single Principal or to several Principals, each of whom shall be responsible for only that part of the Transaction which has been allocated to it. Promptly following such allocation, you shall notify us in writing of the Principal or Principals to which that Transaction or part of that Transaction has been allocated.

**2.10.** Upon allocation of a Transaction in accordance with clause 2.9 above, with effect from the date on which the Transaction was entered into:

(i) where the allocation is to a single Principal, the Transaction shall be deemed to have been entered into between us and that Principal; and

(ii) where the allocation is to two or more Principals, a separate Transaction shall be deemed to have been entered into between us and each such Principal with respect to the appropriate proportion of the Securities.

**2.11.** The foregoing provisions do not affect the operation of this Schedule as between you and us in respect of any Transactions into which you may enter on your own account as a principal.

## 3. Income Payment and Corporate Actions

**3.1.** Unless otherwise agreed by us in writing, where the period from and including the Trade Date to and excluding the Delivery Date for a particular Transaction extends over the Income Payment Date, then the Seller shall on the date such Income is paid by the issuer transfer to or credit to the account of the Buyer an amount equal to (and in the same currency as) so much of such Income attributable to such Securities as Buyer would have been paid (if it had been the holder of such Securities on such Income Payment Date) by the issuer to the holder together with an amount equal to such amount, if any, in respect of tax or tax benefit as the Buyer would have been entitled to claim or recover (if it had been the holder of such Securities on such Income Payment Date) from the issuer's jurisdiction in respect of such Income payment provided that where Income is paid before the relevant Delivery Date such Income shall be transferred to the Buyer on the Delivery Date.

**3.2.** Subject as otherwise provided in this Schedule or as otherwise agreed by us, where the Income paid or distributed by the issuer of Securities is not in the form of money but is in the form of other property, the obligation of a party under clause 3.1 to pay to the other party an amount equal to the amount paid by the issuer shall be construed as an obligation to transfer property equivalent to that distributed by the issuer.

**3.3.** In relation to any Securities the Seller shall notify the Buyer, within a reasonable time after the date on which a holder of such Securities would in the normal course have received such notice from the issuer, of any notice relating to any proposed conversion, sub-division, consolidation, takeover, preemption, option or other similar right or event affecting such Securities or of any Income payment declared in respect of such Securities and issued by the issuer of such Securities to the holders of such Securities within the period from and including the Trade Date to and excluding the Delivery Date for the relevant Transaction. Whether or not such notice is received from the Seller, the Buyer may within a reasonable time before the latest time for the exercise of the right or option give written notice to the Seller that on the Delivery Date or at such time, as may be agreed between you and us, it wishes to receive Securities in such form as will arise if the right is exercised or, in the case of a right which may be exercised in more than one manner, is exercised as is specified in such written notice; provided that if any sum is required to be paid by a holder of the securities to the issuer or any other person in order to exercise such rights, the Buyer shall pay to the Seller an amount equal to such sum.

**3.4.** Where any voting rights fall to be exercised during the period from and including the Trade Date to and excluding the Delivery Date for a particular Transaction, the Seller shall have no obligation to arrange for voting rights of that kind to be exercised in accordance with the instructions of the other party in relation to such Securities, unless otherwise agreed between you and us.

## 4. Payment and Transfer

**4.1.** The Seller shall procure the delivery of Securities or deliver such Securities to the Buyer or its agent on the Delivery Date in accordance with the terms of this Schedule and the relevant Confirmation.

**4.2.** The Buyer shall transfer the Purchase Price to the Seller on the Payment Date. The Purchase Price for debt Securities shall include, where appropriate, accrued coupon yield determined in accordance with the offering document of the Securities, unless otherwise agreed.

**4.3.** The Seller shall promptly pay and account for any transfer or similar duties or taxes chargeable in connection with the transfer of Securities and shall reimburse to the Buyer the amount of any liability incurred by it as a result of Seller's failure to do so.

**4.4.** Unless otherwise agreed in writing between you and us, under each Transaction transfer of Securities by the Seller and payment of Purchase Price by the Buyer shall be made simultaneously.

**4.5.** Subject to and without prejudice to the provisions of clause 4.4, either party may from time to time in accordance with market practice and in recognition of the practical difficulties in arranging simultaneous delivery of Securities and money waive in relation to any Transaction its rights under this Schedule to receive simultaneous transfer and/or payment provided that transfer and/or payment shall, notwithstanding such waiver, be made on the same day and provided also that no such waiver in respect of one Transaction shall affect or bind it in respect of any other Transaction.

**4.6.** Where we have agreed with you in relation to a Transaction that we shall, acting as agent, procure the payment of the Purchase Price or the delivery of Securities on your behalf, we will do so provided that we receive the Purchase Price to be so paid or Securities to be so delivered on or before the Payment or Delivery Date, as the case may be.

**4.7.** The Seller shall be deemed to have delivered Securities to the Buyer notwithstanding that those Securities have been redenominated or that the nominal value of those Securities has changed in connection with such redenomination. Where at any time between the Trade Date and the Delivery Date Securities have become the subject of a call on partly paid securities, conversion, subdivision, consolidation, takeover or any similar event or the holders of Securities have become entitled to receive or acquire other securities or property, the Seller shall deliver to the Buyer:

(i) in the case of redemption, a sum of money equivalent to the proceeds of the redemption;

(ii) in the case of a call on partly paid securities, securities equivalent to the paid-up securities provided that the Buyer shall have paid to the Seller a sum of money equal to the sum due in respect of the call;

(iii) in the case of a capitalisation issue, Securities together with the securities allotted by way of bonus thereon;

(iv) in the case of conversion, sub-division or consolidation, securities into which the relevant Securities have been converted, sub-divided or consolidated; provided that, if appropriate, notice has been given in accordance with clause 3.3 above;

(v) in the case of takeover, a sum of money or securities equivalent to the consideration or alternative consideration of which notice has been given in accordance with clause 3.3 above;

(vi) in the case of a rights issue, Securities together with the securities allotted thereon; provided that notice has been given to the other party in accordance with clause 3.3 above;

(vii) in the event that income in the form of securities, or a certificate which may at a future date be exchanged for securities or an entitlement to acquire securities is distributed, Securities together with securities or a certificate or an entitlement equivalent to those allotted; provided that notice has been given in accordance with clause 3.3 above;

(viii) in the case of any event similar to any of the foregoing, Securities together with or replaced by a sum of money or Securities or other property equivalent to (as so defined) that received in respect of such Securities resulting from such event.

**4.8.** Time shall be of essence in this Schedule.

**4.9.** All costs and expenses incurred by the party and paid to a bank, custodian, depository or registrar in connection with performance of such party's obligation to pay money or deliver the Securities, cannot be charged by that party to another party except where otherwise specifically agreed.

## 5. Contractual Currency

**5.1.** All the payments made in respect of or connection with the Transaction shall be made in the currency of the Purchase Price (**Contractual Currency**). Notwithstanding the foregoing, the payee of any money may, at its option, accept tender thereof in any other currency, provided, however, that, to the extent permitted by applicable law, the obligation of the payer to pay such money will be discharged only to the extent of the amount of the Contractual Currency that such payee may, consistent with normal banking procedures, purchase with such other currency (after deduction of any premium and costs of exchange).

**5.2.** If for any reason the amount in the Contractual Currency received by a party, including amounts received after conversion of any recovery under any judgment or order expressed in a currency other than the Contractual Currency, falls short of the amount in the Contractual Currency due and payable, the party required to make the payment will, as a separate and independent obligation, to the extent permitted by applicable law, immediately transfer such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall.

**5.3.** If for any reason the amount in the Contractual Currency received by a party exceeds the amount of the Contractual Currency due and payable to the extent such amount is in excess of normal banking expenses relating to funds transfers, the party receiving the transfer will refund promptly the amount of such excess and the banking costs shall be paid by the other party.

## 6. Additional Remedies

**6.1.** If the Seller fails to deliver International Securities to the Buyer on the applicable Delivery Date the Buyer may, without prejudice to any right it has under any other provision of these Terms, send to the Seller a buy-in notice in writing (and that notice shall be sent no later than 08:00a.m. UTC on the Business Day next to the applicable Delivery Date) showing an intention to close out the Transaction by means of a buy-in and indicate the date when the buy-in will be executed by the Buyer (and that date shall be at least 4 but not more than 10 Business Days following the date of such notice) and, in that case, the Seller shall be required to pay to the Buyer the amount determined by us in good faith and without double counting to be equal to the loss or expense incurred by the Buyer in connection with such buy-in (including coupon interest due but unpaid and all fees, costs and other expenses) less the amount of any profit or gain made by the Buyer in connection with such buy-in; provided that if that calculation results in a negative number, an amount equal to that number shall be payable by the Seller to the Buyer within 5 Business Days after the calculation is effected by us under this clause and a statement showing in reasonable detail such calculation and specifying the balance payable by the Seller to the Buyer is provided by us to you and that interest shall accrue on such balance under clause 13 of the General Terms, for the actual number of days during the period from and including the intended date of payment to, but excluding, the actual payment date.

**6.2.** If the Buyer fails to pay Purchase Price to the Seller on the applicable Payment Date the Seller may, without prejudice to any right it has under any other provision of these Terms, where a Transaction relates to International Securities, send to the Buyer a sell-out notice in writing (and that notice shall be sent no later than 08:00a.m. UTC on the Business Day next to the applicable Payment Date) showing an intention to close out the Transaction by means of a sell-out and indicating the date when the sell-out will be executed by the Seller (and that date shall be at least 4 but not more than 10 Business Days following the date of such notice) and, in that case, the Buyer shall be required to pay to the Seller the amount determined by us in good faith and without double counting to be equal to the loss or expense incurred by the Seller in connection with such sell-out (including coupon interest due but unpaid and all fees, costs

and other expenses) less the amount of any profit or gain made by the Seller in connection with such sellout; provided that if that calculation results in a negative number, an amount equal to that number shall be payable by the Buyer to the Seller within 5 Business Days after the calculation is effected by us under this clause and a statement showing in reasonable detail such calculation and specifying the balance payable by the Buyer to the Seller is provided by us to you and that interest shall accrue on such balance under clause 13 of the General Terms, for the actual number of days during the period from and including the intended date of payment to, but excluding, the actual payment date.