Attn. Moscow Exchange

**AGREEMENT No \_\_\_\_\_\_\_\_\_\_\_\_**

**for the listing of instruments with MOEX Board**

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| Moscow | \_\_\_\_\_\_\_\_\_\_\_ 201\_\_ |

**Public joint-stock company Moscow Exchange MICEX-RTS** (the “Contractor”) represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the one hand, and

*(full corporate name under the company’s charter)*

the “Applicant”) represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other hand (also the “Parties”), have entered into this Agreement (the “Agreement”) as follows.

1. **Subject matter**
   1. The Contractor undertakes, to the extent, according to the procedure and on the terms and conditions set out in the Agreement and MOEX Board Rules (the “MOEX Board Rules”), to provide the Applicant with the services for the inclusion of instruments into the MOEX Board List (the “List”) (the “Services”) based on an Application received from the Applicant (The “Application”), and the Applicant undertakes to accept and pay for the Services according to the procedure and in the amount set out in paragraph 3 of the Agreement.
   2. A kind (category, type) of the instrument subject to the inclusion into the List (the “Instruments”) are indicated by the Applicant in the relevant Application forming an integral part of the Agreement. Services are paid individually for every Applications.
2. **Rights and obligations** 
   1. The Contractor undertakes to add Instruments into the List according to the Application received from the Applicant and timeframes and terms and conditions set out in the MOEX Board Rules, as well as perform other activities set out in the MOEX Board Rules posted on the Contractor’s website at <http://moex.com/> (the “Website”).
   2. The Contractor is entitled:
      1. Perform other activities while rendering the Services, according to the procedure and terms and conditions set out in the MOEX Board Rules, which activities may also include:

* Removing the Instruments from the List in cases set out in the MOEX Board Rules;
* Rejecting applications for the inclusion/removal of the Instruments to/from the List.
  1. The Applicant undertakes:
* Pay for the Services according to paragraph 3 of the Agreement;
* Provide information and documents at the Contractor’s request.
  1. The Applicant is entitled to:
* During the period of the Agreement, submit Applications regarding the Instruments to the Contractor for receiving the Services;
* Submit the application to remove the Instruments from the List.

1. **Service payment**
   1. The fees for the Services are determined by the Tariffs for the inclusion of instruments into the List in force on the Application date. The Tariffs are posted on the Website. The Tariffs are exclusive of VAT and other taxes payable under Russian law. Taxes are stated separately in invoices in addition to the fees for the Services.
   2. The Services are deemed to have been rendered properly, if, within 5 (five) business days from the date of decision to include Instruments into the List, the Applicant does not submit a written notice stating otherwise.

The Services are paid in RUB within 10 (ten) days of the invoice date. Invoices are issued by the Contractor as follows:

* The invoice is issued within 10 (ten) business days of the decision to include Instruments into the List.
* The invoice is sent within 5 (five) business days of the date of issuance along with two copies of the service acceptance certificate (the “Certificate”) signed by the Contractor. The Certificate serves to confirm the provision of the Services to the Applicant.
  1. One copy of the Certificate, as signed by the Applicant, must be forwarded to the Contractor within 10 (ten) days of receiving the Certificate by the Applicant.
  2. If the Applicant fails to submit a signed copy of the Certificate or a reasonable rejection to sign it within the timeframes set out in this section, the Certificate signed by the Contractor and marked to indicate the failure of the Applicant to sign the Certificate serves as the document confirming that the Services under this Agreement have been provided.

1. **Responsibility**
   1. The Parties shall be liable for failing to perform their obligations under this Agreement or the improper performance thereof pursuant to Russian law.
2. **Term and termination**
   1. This Agreement takes effect from the date of signature of both Parties and will continue for one year. If either Party does not submit a written notice to terminate the Agreement at least 30 (thirty) days before the end of the Agreement period, the Agreement is renewed automatically for every next year.
3. **Final provisions**
   1. The Applicant is aware of the fees for the Services in force as of the Agreement date and posted on the Website.
   2. The Contractor has the right to change unilaterally the payment terms and conditions of this Agreement. The Contractor must inform the Applicant of changes in the payment terms and conditions through the publication of the information on the Website.
   3. Any amendments and supplements to this Agreement form an integral part thereof and are valid only if they are made in writing and signed by authorised representatives of the Parties.
   4. If either Party is renamed, or its details indicated in Section 7 below are changed, the Party sends a written notice of such changes along with supporting documents (if any) to the other Party within a reasonable period of time.
   5. All terms and definitions used in this Agreement shall be understood and construed in accordance with Russian law and the MOEX Board Rules.
   6. In other matters not regulated by this Agreement, the Parties shall adhere to Russian law.
   7. This Agreement is made in 2(two) copies having equal legal force, one for each Party.
4. **Parties’ addresses and bank details**

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| --- | --- |
| **Contractor:** | **Applicant:** |
| Postal address: | Postal address: |
| 125009 Moscow |  |
| Bolshoy Kislovsly pereulok 13 |  |
| Place of business: | Place of business: |
| 125009 Moscow |  |
| Bolshoy Kislovsly pereulok 13 |  |
| Settlement account: | Settlement account: |
| 40701810000000000232 |  |
| With NSD (Moscow) | with |
| c/a 30105810345250000505 | c/a |
| BIC 044525505 | BIC |
| Taxpauer ID: 7702077840 | Taxpayer ID: |
| KPP: 997950001 | KPP: |
|  |  |
| **The Contractor:** | **The Applicant**: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ |
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| L.S. | L.S. |