

## **APPROVED**

by Moscow Exchange

Order No. МБ-П-2023-1597 dated 20 June 2023

### **TERMS OF INTEGRATED IT SERVICE**

**Public Joint-Stock Company Moscow Exchange MICEX-RTS** (Moscow Exchange) (the "Technical Center", "Exchange" or "TC"), as one party, and the **User** as the other party, hereinafter collectively referred to as the "Parties", and individually a "Party", agree with these terms and conditions of the Integrated IT Service Agreement (the "Integrated Technology Service Agreement", "Agreement" or the "ITS Agreement") concluded by way of adhesion to these terms (the "Terms") published on Moscow Exchange's website at <http://moex.com/a1819>, in the form set out in Appendix to the Terms.

#### **I. Terms and definitions**

**User Software** – software and hardware defined by the TC that can be integrated by the User and/or its Customer into the TC SHS through bridge software upon agreement with the TC.

**Market Data Agreement** – an agreement between Moscow Exchange or other legal entity being a part of the Moscow Exchange Group, and the Customer (if applicable) or other legal entity (if applicable) being a part of the User and/or Customer Group that sets out the terms and conditions pertaining to the use and/or distribution of Market Data.

**Technical Access ID** – a unique combination of characters that is given to the User by the Technical Center as set out in these Terms and Procedure for Requesting Technical Access to the Moscow Exchange Software and Hardware Suite, for registration and authentication of the User and its representative in the relevant Sub-systems of the TC SHS for entering orders and executing trades/making transactions, analyzing real time and end-of-day market data and/or monitoring real time and end-of-day market data, entering instructions by the Customer with the use of the Sponsored Access ID as well as other actions set out in the admission rules and trading rules of the relevant market; and for making transactions in the clearing Sub-systems of the TC SHS under the NCC clearing rules.

Technical Access IDs may pertain to the terminal or bridge depending on the software used and they may be Trading, View-Only, Clearing, Sponsored Access IDs, etc. depending on the function permission as set out in the trading rules and NCC clearing rules.

**Customer** – a Customer of the User being a trading member (as defined in the Moscow Exchange trading rules) who has been registered by the User in the relevant Moscow Exchange market.

**Corporate Marketplace (CMP)** is a technological service of the TC, which allows a Trading Member to obtain a single Technical Access to the functionality of several subsystems of the TC SHC; and the Trading Members, being members of the Holding Company, may obtain a single Technical Access to the subsystems of the TC SHC by acting through one representative

**Remote Workstation Failure** – circumstances arising in connection with the operation of the User's Remote Workstation and resulting in the User's failure to trade for a while provided trading suspension has not been announced.

**Primary Data Center** – DataSpace data centre located at 11 building 9 Sharikopodshipnikovskaya st. Moscow Russia.

**Service Package** is a set of ITS Services and Services of the EDI Provider which is provided to the User for a fixed fee of the Technical Centre. The list of services is determined by the composition of the Service Package selected by the User in accordance with the Procedure for providing the User with package offers for ITS Services and EDI Provider's Services, available at <http://moex.com/a1819> (the "Procedure"). The Procedure is an integral part of the Terms and the ITS Agreement.

**Partner** is a legal entity that has acceded to the Terms and Conditions of Rendering Technical Connection Services by Public Joint Stock Company Moscow Exchange MICEX-RTS.

**User** – a party to the ITS Agreement that is a Candidate/Trading Member/Participant of one or more Moscow Exchange markets and/or a clearing member of NCC.

**TC's SHS Subsystem** – a component of the TC SHS intended to supply a certain bundle of services to the User. All TC SHS Subsystems, their names and functions are stated in Clause 2.1.1 below.

**Instruction** – an electronic message submitted by the Customer to the Instruction Processing Subsystem of the relevant market to instruct the User to enter an order to the Trading System of the FX and Precious Metals Markets/Trading System of the Equity and Bond Market/Trading System of the Derivatives Market in accordance with the trading rules of the market and on terms stated in the instruction.

**Software & Hardware Complex of the Technical Centre** (hereinafter the TC's SHC) – the entirety of software and hardware solutions of the Technical Centre that are utilised to render trading, settlement and other services to Users.

**Refinitiv/Bloomberg workstation** – the User's workplace with technical access to the TC SHC involving Refinitiv/Bloomberg's data transmission system.

**Disaster Recovery Site** – the M1 data center located at 125 Varshavskoe Shosse Moscow Russia.

**Electronic Data Interchange System (the EDI System)** – the system intended to interchange electronic documents pursuant to the EDI Rules.

**Tariffs** – fees payable for the integrated IT service as published on the TC’s website at <https://fs.moex.com/files/9206>.

**Terminal Software** – a computer program developed by the Technical Center or CMA Small Systems AB (“CMA”) and installed on the User’s Remote Workstation to allow Technical Access to the TC SHC Subsystems by using the Technical Access ID. Terminal Software includes the following computer programs: MOEX Trade Currency, MOEX Trade SE, MOEX Trade TI, MOEX Spectra Terminal, and Universal Workstation CMA.

**Technical Access to the TC SHC Subsystems** – services rendered to give access to the relevant TC SHC Subsystem and enable its functions. Technical Access is enabled by a Technical Access ID.

**Token** – a hardware device or software (mobile application) designed to authenticate the User (or its authorised representative) which, when used together with a password, provides the necessary level of security in the process of User authentication within the selected Web service.

**Remote Workstation** – a remote workplace intended to provide the User or its Customer with technical access to the TC’s SHC Subsystems by using the Terminal Software.

**Holding Company** – two or more Trading Members obtaining a single Technical Access to the Subsystems of the TC SHC using the CMP service.

**Native API Software** – a computer program intended to connect User Software and provide the User with Technical Access to the TC SHC Subsystems by using a API Technical Access ID and TC protocols. Interface Software includes the following computer programs: ASTSBridge, PLAZAII gateway, TWIME, FIX Gate, MFIX Transactional, FIFO TWIME ASTS and DFServer CMA.

Terms not specifically defined in these Terms shall be used in accordance with their meanings ascribed to them in Russian laws and regulatory acts, Moscow Exchange Charter, Moscow Exchange admission rules for the Money Market, Moscow Exchange trading rules, Moscow Exchange admission rules, other regulations of the Exchange, clearing rules and other regulations of NCC as well as Technical Center’s regulations.

## **II. List of services and computer programs to be provided**

2.1. The Technical Center undertakes to provide the User with a set of integrated IT services not earlier than from the date of assignment to the User of the status of Trading Member/Participant and/or Clearing Member and as set out in clauses 2.1.1-2.1.6 below, which involves the use of the Technical Access ID using Technical Access Identifiers and/or logins received in the Moscow Exchange’s System for User Authorization and Registration (<https://passport.moex.com/en/>) (if any) (the “Integrated IT Services”).

2.1.1. Services to provide Technical Access to one or more TC SHC Subsystems with the following

features enabled. The scope of the features enabled is determined by the Technical Access ID rights.

<b>TC SHC Subsystem</b>	<b>Features</b>
Trading system of the FX and Precious Metals Market, Instruction Processing Subsystem*	Execution of trades in FX and precious metals by Users that are trading members of the FX and Precious Metals Market, compiling end-of-day documents; Processing Instructions send by the Customer to the Instruction Processing Subsystem to the User that is the trading member of the market; as well as other activities permitted by the trading rules for the FX and Precious Metals Markets.
Clearing System of the FX and Precious Metals Market**	<p>Users that are clearing members of the FX and Precious Metals Markets may receive information on collateral, obligations, and risk parameters and perform other activities permitted by the NCC clearing rules for the FX and Precious Metals Markets.</p> <p>Users which are Trading Members of the FX Market and which have concluded a Clearing Register Maintenance Contract with NCC, may use the functionality set out in the Clearing Rules of NCC.</p>
Trading system of the Equity & Bonds Market, Instruction Processing Subsystem*	Conclusion of securities transactions (including repo transactions) in accordance with the Moscow Exchange trading rules for the Equity & Bonds, Deposit and Credit Markets by Users as Trading Members of the Equity & Bonds Market; processing of Instructions submitted by the Client to the Subsystem of processing Equity & Bonds Market instructions by the User which are Trading Members of the Equity & Bonds Market, as well as other actions provided for by the trading rules for the Equity & Bonds, Deposit and Credit Markets.
Clearing system of the Equity and Bonds, Deposit and Credit Markets** Settlement system of NSD	<p>Users which are Clearing Members on the Equity &amp; Bonds Market and/or Deposit Market and/or Credit Market, may use the functionality to perform actions provided for by the NCC Clearing Rules governing the procedure for clearing activities on the Equity &amp; Bonds, Deposit and Credit markets, and/or the NSD Clearing Rules.</p> <p>Users which are Trading Members of the Equity &amp; Bonds Market and which have concluded a Clearing Register Maintenance Contract with NCC, may use the functionality set out in the Clearing Rules of NCC.</p> <p>Users that are clearing members of the FX and Precious Metals Market and/or Derivatives Market and/or Standardised OTC Derivatives Market, but not clearing members of the Equity and Bond Market, are allowed to perform activities permitted by the NCC clearing rules applicable to the Moscow Exchange Equity and Bond, Deposit and Credit in respect to contributions to the guarantee fund.</p> <p>The National Settlement Depository (NSD) settlement system is used to maintain settlement and depository operations, collateral management and other activities performed by NSD.</p>

Trading system of the Deposit Market	Execution of deposits contracts (orders for which are admissible counter orders in respect to repo orders) with the central counterparty by Users that are trading member of the Deposit Market and clearing members of the Equity and Bond, Deposit and Credit Markets at the same time, under the Moscow Exchange trading rules for the Equity and Bond, Deposit and Credit Markets as well as performing other activities permitted by the trading rules for the Equity and Bond, Deposit and Credit Markets.
Trading system of the Deposit Market	Execution of deposits contracts (orders for which are admissible counter orders in respect to repo orders) with the central counterparty by Users that are trading member of the Deposit Market and clearing members of the Equity and Bonds, Deposit and Credit Markets at the same time, under the Moscow Exchange trading rules for the Equity and Bonds, Deposit and Credit Markets, as well as performing other activities permitted by these trading rules.
Trading system of the Derivatives Market, Instruction Processing Subsystem*	Execution of trades in derivatives by Users that are trading members of the Derivatives Market, as well as performing other activities permitted by the Moscow Exchange trading rules for the Derivatives Market; processing Instructions send by a Customer to the Instruction Processing Subsystem of the market to a User that is a trading member of the market.
Clearing system of the Derivatives Market**	Users that are clearing members of the Derivatives Market may use features to perform activities permitted by the NCC clearing rules for the Derivatives Market. Users which are Trading Members of the Derivatives Market and which have concluded a Clearing Register Maintenance Contract with NCC, may use the functionality set out in the Clearing Rules of NCC.
Trading system of the Money Market	<p>The TC SHC Subsystem used by a User acting as a Monet Market member to run auctions and/or select bids and execute deposit contracts and/or execute deposit trades following the auction and/or select bids to place cash on bank deposits and/or execute repo transactions with the Federal Treasury in accordance with the rules for deposit/credit auctions or bid selection, rules for repo contracts with the Federal Treasury as well as admission procedure for the Moscow Exchange Money Market.</p> <p>The Money Market trading system envisages operations related to:</p> <ul style="list-style-type: none"> <li>- deposit transactions executed by the Bank of Russia;</li> <li>- granting uncollateralized loans to credit organisations by the Bank of Russia;</li> <li>- the selection process for placement of federal budget funds on bank deposits by the Federal Treasury;</li> </ul>

	<ul style="list-style-type: none"> <li>- the selection process for contracting for bank deposits with the Pension Fund;</li> <li>- auctions by Vnesheconombank to deposit pension savings;</li> <li>- the M-Deposit Market;</li> <li>- the selection process by the Federal Treasury for repo contracts with credit organisations.</li> </ul>
Trading system of the Standartised OTC Derivatives Market	Executing and settlement of derivative contracts by Users that are trading members and/or clearing members of the market, as well as performing other activities permitted by the trading rules for the market.
Clearing system of the Standartised OTC Derivatives Market**	<p>Users that are clearing members of the market may use functionality allowing to perform activities permitted by the NCC clearing rules for the market.</p> <p>Users which are Trading Members of the Standartised OTC Derivatives Market and which have executed a Clearing Register Maintenance Contract with NCC, may use the functionality set out in the NCC clearing rules.</p>
<p><i>* the User (trading member) may provide technical access to this TC's SHC sub-system for its Customers on behalf of which it will make trades on the exchange. Technical access is given only when the Customer has been registered by the Market Operator and has no authorisation to trade directly on the market. The User's Customer enables Technical Access to the Instruction Processing Subsystem of the relevant market by using the Sponsored Access ID received from the User.</i></p> <p><i>** Each Clearing Member, which has concluded the Clearing Service Agreement with NCC, regardless of whether it is admitted to clearing services on the Equity &amp; Bonds Market, has the right to register a Technical Access ID on the Equity &amp; Bonds Market, through which such Clearing Member may use the services of NCC, not related to execution of trades on the Moscow Exchange markets, provided by the NCC Clearing Rules.</i></p>	

2.1.2. Granting a non-exclusive license to use software required to receive Technical Access to the TC SHC Subsystems: 1) MOEX Trade Currency; 2) MOEX Trade SE; 3) MOEX Trade TI; 4) ASTSBridge; 5) MOEX Spectra Terminal; 6) PLAZAII gateway. The software features are described in Appendix 3 hereto.

Moscow Exchange is the sole and exclusive owner of the software stated in this clause. The software may be used worldwide.

The software license period is the period of validity of the Technical Access ID in the TC SHC (until its termination).

2.1.3. Giving remote access to the following software to enable Technical Access to the TC SHC Subsystems: 1) TWIME; 2) FIX Gate; 3) MFIX Transactional; 4) FIFO TWIME ASTS; 5) NAVIGATOR- Web; 6) NAVIGATOR API; 7) Adapter SPFI FIX API. The software features are described in Appendix 3 hereto.

Moscow Exchange is the sole and exclusive owner of the software stated in subclauses 1-4 above. The software may be used worldwide.

The remote access period is the period of validity of the Technical Access ID in the TC SHC

(until its termination).

2.1.4. The information technology service in respect to the ASTSBridge software, other additional Integrated IT Services related to the use of the Technical Access ID as described in Appendix 3 hereto.

The Technical Center authority to grant the right to use the NAVIGATOR-Web, NAVIGATOR API and SPFI FIX API Adapter software through remote access to the User is set out in the relevant license agreements between the TC and the software owner.

The period of the information technology service in respect to the ASTSBridge software is the period of validity of the Technical Access ID in the TC SHC (until its termination).

2.1.5. Services for the provision of Market Data in the form of real-time and archive data feed, the terms of which are defined in Appendix No. 3. The services are provided to Users only as part of a Service Package.

2.1.6. Other services as defined in these Terms.

2.2. Unless otherwise stated in these Terms, names of the TC SHC Subsystems and the authority (if applicable), the list of software and/or services to grant access to the software, the list of any other additional Integrated IT Services for the User are set out in the technical access application executed as per the form given in Appendix 2 hereto, as well as in the relevant application to order/change/cancel the Technical Access ID and other services (the "Applications"). The sample forms of the Applications are available on Moscow Exchange's website at <http://moex.com/a1819>. Upon signature by the User and execution by the Technical Center, the Applications become an integral part of the Agreement.

2.3 The ITS Agreement in the form set out in Appendix 1 to the Terms and/or the Applications referred to in clause 2.2 of the Terms may be submitted by the User both in hard copy with a handwritten signature of the authorized person and seal (if any), or in electronic form signed by an enhanced unqualified electronic signature obtained in accordance with Moscow Exchange EDI Rules or an enhanced qualified electronic signature obtained from an alternative certification centre. The procedure for providing electronic documents, including requirements to electronic document formats, is regulated in Section VI of the Terms.

2.4 The procedure and necessary requirements for the provision of Technical Access, including single Technical Access using the CMP service, as well as Technical Access IDs types and general terms and conditions for provision thereof are set forth in the Technical Centre's Regulation on providing technical access to the Moscow Exchange SHC (the "Regulation") that is published on the TC website at <http://moex.com/a1819>. The Regulation forms an integral part of these Terms/Agreement and is binding upon the Parties to the Agreement.

2.5 The TC undertakes to provide the User, based on the results of the Trading Day (if there are any changes) and on a monthly basis, with the Trade Operator's Report on the Trading Member / Clearing Member Identifiers (Technical Access ID) on the Equity & Bonds, Deposit, Credit, FX and Precious Metals\* Markets, which report shall contain information on the parameters, authority and characteristics of the registered Technical Access IDs of the User,. The complete list of fields of the Identifier Report is determined by the TC and is available on the TC website at

<http://moex.com/a1819>. The cost of the Identifier Report is included in the cost of the User's first Technical Access ID.

\* The Trade Operator's Report on the Trading Member / Clearing Member Identifiers (Technical Access ID) on the FX and Precious Metals Markets has started to be provided from 30 January 2023.

### **III. Rights and obligations of the Parties**

#### 3.1. The Technical Center undertakes to:

- 3.1.1. Render the Integrated IT Services listed in clause 2.1 of these Terms, and also provide the license to use the software/access to the software;
- 3.1.2. Provide Technical Access to one or more TC's SHC Subsystems chosen by the User within five (5) business days from receiving the Applications provided that a) software used by the User for Technical Access allows using the TC SHC Subsystems functions needed by the User; b) the software is installed and configured in accordance with the Technical Centre's requirements posted on the TC's website at <http://moex.com/a1819> and/or <http://moex.com/a488> and/or <http://moex.com/s63> and c) the User meets all TC's Integrated It Services requirements including requirements for admission/resumption of access to trading and/or clearing on the relevant market for the User;
- 3.1.3. Upon request from the User, monitor the health of the RWS/User Software and automatically delete active orders in the event of the RWS failure (except Refinitiv and Bloomberg workstations) by using the Technical Access ID. The Technical Center follows the Regulation in carrying out activities stated in this paragraph.
- 3.1.4. Ensure that the TC SHC remains operable and provide technical maintenance of it, in particular:
  - Routine and emergency maintenance of software and hardware within the TC SHC;
  - Routine and emergency software updates within the TC SHC;
  - Troubleshooting and failure recovery in respect of the TC SHC;
  - Monitoring of the TC SHC's operation.
- 3.1.5. Notify the User of its enabled Technical Access to one or more TC SHC Subsystems in any manner set out in clause 13.6 below.

#### 3.2. The Technical Center is entitled to:

- 3.2.1. Amend unilaterally its documents including rules, regulations and guides published on its website at <http://moex.com/a1819>, according to the established procedure;
- 3.2.2. Update unilaterally the software and determine the content and scope of updates to the software provided;
- 3.2.3. The Technical Centre shall be entitled to supplement the Market Data with data on new financial instruments, commodities, currencies or change data on any financial instruments, commodities, currencies contained in the Market Data (except for End-of-



Day Data), trading in which has been terminated, to make changes in the parameters of financial instruments included in the Market Data, in the manner prescribed by the Technical Centre rules.

- 3.2.4. Immediately and unilaterally suspend Technical Access to certain TC SHC Subsystems for the User, and limit the User's rights in using certain functions of the TC SHC Subsystems in case the Technical Center detects attempts by the User to gain unauthorised access to the TC SHC, other circumstances occur that prevent normal operation of the TC SHC or the User fails to submit information stipulated by the Terms within the established timeframe; in this case, the Integrated IT Services shall be paid in full. Technical Access is restored only after the parties have resolved the situation;
- 3.2.5. Suspend or terminate the license to use the software, have remote access to the software or be provided with Market Data in the event of breach of these Terms by the User by sending a written 3 (three) business day notice (in hard copy or electronic form) to the User; in this case, the Integrated IT Services shall be paid in full;
- 3.2.6. Amend the Terms including the Regulations and/or Tariffs according to the procedure set out in clause 13.3 below;
- 3.2.7. Transfer information or documents including the content of the Agreement and its existence, received as a result of the performance of the Agreement, to its affiliates if it is necessary to perform the Agreement;
- 3.2.8. To refuse to conclude an ITS Agreement and/or not to accept Applications containing incorrect, irrelevant or incomplete information, not complying with the form, format of the document as well as in cases of failure to confirm the authority of the User's representative when signing documents, failure by the User to comply with the Terms and the Regulation required to conclude the ITS Agreement and receive services under the relevant Applications;
- 3.2.9. Assist the User in solving problems the User's Customer faces while receiving Technical Access and using the functions of the Instruction Processing Subsystems, as well as in communicating necessary technical information and recommendations on how to set up/adjust equipment and the software developed and owned by the Technical Center, to the User's Customer.

### 3.3. The User undertakes to:

- 3.3.1. pay for the Integrated IT Services to the TC according to the established procedure;
- 3.3.2. ensure that software and hardware needed for receiving the Integrated IT Services are in place;
- 3.3.3. comply with the trading rules of the market in question, admission rules, guides and other Technical Center's regulations mentioned in these Terms and the Regulation, as well as monitor amendments made to these documents as they published on the TC's website from time to time;
- 3.3.4. ensure that Customers with the Sponsored Access ID comply with these Terms and the Regulation, trading rules of the market in question, guides and other Technical Center's regulations mentioned in these Terms and the Regulation, as well as advise the Customers to monitor amendments made from time to time to these documents on the TC's website;

- the User is liable to the Technical Center for the failure by the Customers to comply with these documents;
- 3.3.5. at the Technical Centre's request, submit any information required for performance of the Agreement and monitoring of the User's compliance with the Terms, within the timeframes specified by the TC;
  - 3.3.6. use software needed for Technical Access to the TC SHC according to the requirements set out by the Technical Center in Regulation;
  - 3.3.7. refrain from unauthorized attempts to access to the TC SHC;
  - 3.3.8. Take measures to protect the TC's SHC from unauthorised access;
  - 3.3.9. Prevent access to software and hardware used to access the TC SHC by unauthorised persons; prevent Technical Access to the TC SHC Subsystems by unauthorised persons;
  - 3.3.10. Refrain from activities that would cause failure of a certain TC SHC Subsystem and the TC SHC in whole as well as take measures to prevent events causing failure in normal operation of the TC SHC;
  - 3.3.11. Promptly notify the TC of any event that would cause failure in normal operation of the TC SHC;
  - 3.3.12. Install and configure by itself the software developed and owned by the Technical Center, according to the installation instructions available on the TC's website at <http://moex.com/s63>;
  - 3.3.13. Update the software by itself upon receiving an automatic new version notice from the Technical Center;
  - 3.3.14. Monitor changes in the purpose of the software and requirements set out in Appendix 3 hereto;
  - 3.3.15. Delete the software listed in clause 2.1.2 above from its computers and take all possible steps to delete that software from third parties' computers licensed pursuant to clause 3.5.3 below, within one business day of cessation to use the software due to termination/modification of the Agreement or any other reason under the Terms, Regulation or Russian law;
  - 3.3.16. Ensure the confidentiality of electronic signature keys and prevent unauthorised persons from using the electronic signature keys and Technical Access IDs belonging to the User's representatives;
  - 3.3.17. Provide the Technical Centre and/or authorised third parties with an opportunity to conduct Information Audits, the terms and procedure of which are established by the Moscow Exchange Market Data Policy (<https://fs.moex.com/files/7064>);
  - 3.3.18. By signing an application to order/change the Technical Access ID, confirm their consent to the transfer of confidential information through the Partner's IT infrastructure, namely: data on orders, trading and clearing system responses, IP addresses, client data of the trading member, by providing access to the said information to the Partner (the "Confidential Information") in case of using the Partner's IT infrastructure for access to the Exchange's SHC in order to trade on the Exchange markets;
  - 3.3.19. Submit the Questionnaire of the legal entity in accordance with clause 1.5. of the Regulations, as well as a power of attorney or other document confirming the right to sign the ITS Agreement and/or its Applications; and
  - 3.3.20. Provide also the User using third party computer software (DFServe CMA, Universal

Workstation CMA) with similar software provided by Moscow Exchange (MOEX Trade Currency; MOEX Trade SE; MOEX Trade TI and ASTSBridge).

3.4. The User shall not:

- 3.4.1. Modify, decompile or unassemble the software used for Technical Access to the TC SHC Subsystems;
- 3.4.2. Derive data not intended for, and not related directly to the User from the TC SHC;
- 3.4.3. Perform other activities to remove the software protection system and software updates;
- 3.4.4. Use the software and/or its components to develop its own software unless the software is intended directly for that purpose.

3.5. The User is entitled to:

- 3.5.1. Use the software listed in clause 2.1.2 above and provided under the Agreement only by installing it, copying (copies are unlimited) and running in accordance with its designated purpose and subject to requirements specified in Appendix 3 hereto;
- 3.5.2. Use the software listed in clause 2.1.3 above and provided under the Agreement remotely without installing it on the User's own computers. The software shall be used in accordance with its designated purpose and subject to requirements specified in Appendix 3 hereto;
- 3.5.3. Use the Market Data provided by the Technical Centre only for the purposes, in the manner and subject to the conditions and restrictions set out in Appendix 3 to the Terms;
- 3.5.4. In cases set out in Appendix 3 hereto, grant the right to use the software to Customers with the Sponsored Access ID (if the Sponsored Access IDs are stipulated in the trading rules for the market in question); the User is liable to the Technical Center for the use of software by the Customer;
- 3.5.5. When using third-party software (DFServer CMA, Universal Workstation CMA), use also similar software provided by Moscow Exchange (MOEX Trade Currency; MOEX Trade SE; MOEX Trade TI and ASTSBridge).

#### **IV. Contract value and payment procedure**

- 4.1. Fees payable by the User to the TC for the Integrated It Services are calculated according to the method stated in the Tariffs. The Tariffs form an integral part of the Terms and the Agreement. The value of the Software stated in Section 2 above and indicated in the relevant Application is included into the fees.
- 4.2. The User shall pay fees according to the procedure determined in the NCC clearing rules.
- 4.3. If the fees cannot be charged according to the procedure envisaged in clause 4.2, the Technical Center sends an invoice to the User. Invoices for the Integrated IT Services are issued within 10 (ten) business days of the end of the reporting month; the invoice shall be paid by the end of the month immediately following the reporting month. The User is deemed to have fulfilled its payment obligation once funds are credited in full to the Technical Center's bank correspondent

account.

- 4.4. Unless otherwise stated in these Terms, the date for the User's payment obligation to arise/change/terminate is the date of execution of the relevant application by the Technical Center under clause 12.2 below.
- 4.5. Upon suspension of the Technical Access ID or its blocking, the fee for the Integrated IT Service is charged according to the Tariffs.
- 4.6. The fees for the use of Packages (fee schedules) set out in Appendix 1 to the Procedure for providing the User with Package Offers for ITS Services and EDI Provider Services shall apply to Users which meet the Procedure for providing the User with Package Offers for ITS Services and EDI Provider Services. The tariff for the respective Service Package is selected by the User by submitting an Application for IT and information services of Moscow Exchange at special tariffs (the "Service Package Application") and other applications set out in the Terms. The Service Package Application Form is available on the Moscow Exchange website at: <http://moex.com/a1819>. If the User submits an Application for a Service Package, the User shall be subject to the terms and conditions of the Procedure for the provision of Package Offers for ITS Services and EDI Provider Services in respect of the ITS Services included in the Service Packages.

## **V. Delivery and acceptance of Integrated IT Services**

- 5.1. The TC sends the certificate of Integrated IT Service provided (the "Certificate") to the User on a monthly basis not later than the 10th (tenth) business day of the month following the reporting month. The User shall sign the Certificate and return it to the Technical Center by the end of the month following the reporting month. Failure to submit the signed Certificate by the User by the due date is considered as the User's consent to accept the services stated in the Certificate for the reporting month provided that the User has not submitted written objections to the Certificate. The Certificate executed in the form of an electronic document and signed with qualified digital signatures of the authorized persons of the Parties to the Agreement is considered as equivalent to the Certificate executed in written form with handwritten signatures of the authorized persons.
- 5.2. At the User's request, the TC provides a basic report of the ITS Services for the reporting month specifying the Technical Access ID and the amount of fees payable. If a daily breakdown of ITS Services is required in respect of each Technical Access ID for an additional fee set out in the Tariffs, the User has the right to request an extended report of ITS Services (the statement). Ordering a basic and extended report (the statement) is available to Users via the Member Personal Account for both the current and past reporting periods (archive).
- 5.3. The software is provided / access to the software is given by the Technical Center through execution of the User's Application. The right to use the software becomes effective from the date of the User's Application execution by the Technical Center according to clause 12.2 below. The software period is stated in clause 2.1 above.
- 5.4. The Parties shall have the right to exchange accounting source documents electronically using an enhanced electronic signature through the electronic document management operator Kontur

(the "EDI Operator") via the Diadoc electronic document management system. If the User agrees to use electronic document interchange via the EDI Operator when exchanging accounting source documents, it shall send a notice in any form (paper or electronic) signed by an authorised person confirming the transition to electronic interaction.

- 5.5. For Users which receive ITS Services as part of a Service Package, the terms of acceptance and transfer of ITS Services shall be determined by the Procedure for the provision of Package Offers for ITS Services and EDI Provider Services.

## **VI. Providing of documents in electronic form**

- 6.1. Users submit documents in electronic form to the Exchange by following the EDI Rules and Market Operator's other internal documents.

The User with access to the Moscow Exchange EDI System may use the following communication channels (if technically possible) to submit an electronic document (the "Electronic Document"):

- email obtained by the User in accordance with the established procedure to set up access to the Electronic Document Interchange System of Moscow Exchange;
- Member Personal Account on the Moscow Exchange website;
- Candidate Personal Account on the Moscow Exchange website;
- Universal File Gateway software (except for the ITS Agreement).

- 6.2. Electronic Document files send by the User via email or the Universal File Gateway shall be attached to the message. If a User uses the Member Personal Account or Candidate Personal Account as a communication channel, it shall send the files with the Electronic Documents using the delivery methods available in the relevant account.

- 6.3. Depending on the communication channel used, an Electronic Document shall be created as a file on one of the formats DOC, DOCX, RTF, TXT, PDF, HTML, TIFF, XLS, XLSX, JPEG, XML, PNG using the recommended application forms. Electronic Documents shall not contain tracked changes. PDF or HTML files created through completion of an electronic form provided with the Web Personal Account may have appearance differences (an order the fields go, absence of empty fields, etc.) compared to recommended forms.

- 6.4. To be accepted by the Market Operator, an Electronic Document (except for the ITS Agreement) the send by the User shall contain the following information:

- full company name;
- name of the market;
- the ITS Agreement number;
- Trading/clearing member ID (for trading/clearing members of the Equity and Bond, Deposit, Credit, FX and Precious Metals, Money and Standardised OTC Derivatives Markets);
- Unique alphanumeric code assigned to the User by the Technical Center (ITS code) (for trading/clearing members of the Derivatives Market).

- 6.5. Any Electronic Document file shall be executed in the proper format and according to the

established form and signed with the User's digital signature.

- 6.6. If the User uses email, Member Personal Account or Candidate Personal Account on the Exchange website to deliver an Electronic Document, the file with the Electronic Document containing confidential information shall be encrypted after signing.
- 6.7. The User and the Exchange acknowledge that any ED created and transmitted according to the procedure set out above shall have the same legal effect as a hard copy document with a handwritten signature of the sender's authorised person and the User's corporate seal (regardless of whether such document exist or not). The ED shall be signed with an electronic signature using a certificate by an authorised person.
- 6.8. When an Electronic Document is received, the file is treated as follows:
  - It is decrypted (if necessary);
  - The digital signature is checked to prove the signatory's authority;
  - The file is checked for compliance with the established standard format and form;
  - Details needed to execute the ITS Agreement and/or the application is checked for completeness and accuracy.
- 6.9. If all checks set out in clause 6.8 above are satisfactory, the Electronic Document is accepted for execution. Otherwise, the Exchange sends a rejection notice with the reason for the rejection stated, to the sender.
- 6.10. Electronic Documents accepted for execution shall be kept for 5 (five) years.
- 6.11. Both qualified and enhanced non-qualified electronic signatures (as defined in Russian law in effect from time to time) are eligible for signing an Electronic Document.
- 6.12. Digital signing/check of the digital signature, and encryption/decryption of files with an Electronic Document are done pursuant to the EDI Rules with appropriate cryptographic security controls applied.

## **VII. Use of market data**

- 7.1. Moscow Exchange owns all real time and delayed data regarding its markets (trading sessions).
- 7.2. Distribution and use of Market Data are governed by the Moscow Exchange trading rules, market data agreements and Moscow Exchange Market Data Policy available at <https://www.moex.com/en/datapolicy/> (the "Market Data Policy"), Exchange's other regulations governing the use of Market Data. Distribution of Market Data is not subject of these Terms and the Agreement. This does not apply to Users receiving ITS Services as part of a Service Package.
- 7.3. These Terms govern provision and use of hardware and software, including those needed to

access Market Data.

- 7.4. Unless otherwise set out in the Market Data Agreement, the User authorised to use the Software to access Market Data or given other technical means to access Market Data, undertakes to use Market Data only for trading on the Exchange's markets and for other purposes set out in the Exchange's trading rules. The usage of Market Data shall be governed by the Moscow Exchange trading rules and other applicable regulations.
- 7.5. Unless otherwise set out in the Market Data Agreement, the User may only use Market Data regarding markets with which it is registered for trading purposes according to the Moscow Exchange trading rules and other applicable regulations.
- 7.6. Unless otherwise set out in the Market Data Agreement, the User must not use Market Data for purposes other than those stipulated in the Exchange's Trading Rules, including calculation of derived data (indices) intended for its onward distribution to third parties, public distribution to third parties, distribution of Market Data by any means and in any manners, including publication thereof on its websites, websites of third parties, its information systems and information systems of third parties, as part of the Client's products or otherwise, and non-display usage.  
The User that provides its Customers with the right to use the software intended for access to Market Data or any other hardware for access to Market Data shall ensure that the Customers meet the Exchange's requirements regarding the use of Market Data that are set out in these Terms, Moscow Exchange Trading Rules, Market Data Agreements and Moscow Exchange Market Data Policy and Exchange's other regulations regarding the use of Market Data.
- 7.7. Within its authority as the Market Data provider and according to its Trading Rules, Market Data Agreements, Market Data Policy and other applicable regulations, Moscow Exchange has the right to conduct (involving also third parties) data audits regarding the User to control the compliance of the User with the Exchange's requirements for the usage of Market Data. The data audit procedure and their terms and conditions are stipulated in the above-mentioned documents.
- 7.8. Should the Exchange determine, also through data audits, that the User breaches the Exchange's terms and conditions of Market Data usage, it may apply sanctions according to its Trading Rules, Market Data Agreements, Market Data Policy and other applicable regulations.

### **VIII. Force Majeure**

- 8.1. Neither Party shall not be liable for any failure in performing, in full or in part, its obligations under the Agreement to the extent that such failure is caused by a force majeure event.  
A force majeure event means any event that occurs after the Agreement date as a result of extraordinary and inevitable circumstances which could not have been foreseen or reasonably prevented. The existence of a force majeure event and its start and end times shall be confirmed in writing by the Russian Chamber of Commerce and Industry or any other competent authority.

- 8.2. Should a force majeure event provided for in clause 8.1 above arises, deadlines for fulfillment of obligations under the Agreement shall be extended by the time of such event and the effect thereof. Either Party wishing to be released from liability due to a force majeure event provided for in clause 8.1 above shall notify the other Party in writing of the occurrence, expected duration and termination of the force majeure event in any case within three (3) calendar days after the event arises. If the Party fails to do so, it shall compensate the other Party for any damages arising out of that failure.
- 8.3. In cases where a force majeure event provided for in clause 8.1 above and the effect thereof persist for more than one month or, upon occurrence of the event, it becomes clear that it and the effect thereof will continue for more than one month, the Parties shall negotiate as soon as possible a mutually satisfactory solution to perform the Agreement.

#### **IV. Responsibility and guarantees**

- 9.1. If the User fails to pay the fees within the due date, the TC may require, provided that it has produced a written claim, that the User pay a 0.1% penalty (one tenth) from the outstanding amount for each day of delay.
- 9.2. The Parties have agreed that losses occurred due to violation of the liabilities may be recovered in full in addition to the penalty.
- 9.3. Payment by the User for the provision of the Services, as well as payments and debits made on the basis of and in accordance with these Terms and the Tariffs to the Technical Centre shall be made in full amount without any deductions, and withholdings (such as taxes and fees), including but not limited to the withholding tax and VAT of the country of residence of the User (regardless of whether the relevant User must pay taxes and fees to the state budget of the country of the User's residence or not). Taxes and fees, as well as other payments stipulated by the legislation of the User's country of residence, as well as additional expenses are paid by the User on its own in excess of the specified amounts.
- 9.4. A failure by the Technical Center to provide the Integrated IT Services or improper provision thereof in the following cases shall not be considered as its failure to perform its obligations:
- failures, malfunctions, bugs in the hardware, equipment, systems for communication, electrical power supply, air conditioning and software;
  - Use of equipment and/or software by the User that 1) does not meet requirements set out in agreements between the User and the Technical Centre or the applicable documentation; 2) technically incompatible with the Technical Centre's hardware and/or software; or 3) contains errors affecting normal operation of the hardware;
  - absence of a backup connection to the Technical Centre's Disaster Recovery Site as stipulated in the Regulation;
  - failure to provide/improper provision of the Integrated It Services is due to activities of third parties;



- occurrence of a force majeure event.

- 9.5. In the cases specified above, a failure to perform obligations produces no legal effect provided by current law or agreements between the User and the Technical Center and any losses occurred as a result of the failure shall not be recoverable.
- 9.6. In accordance with Article 431.2 of the Civil Code of the Russian Federation, the User shall represent to the Technical Centre that: it is a duly registered and operating legal entity or an individual; it has all necessary rights to enter into and perform the Agreement; the person signing the Agreement has been duly authorised to sign the Agreement; and there are no constraints on its ability to enter into and/or perform the Agreement; the User's representative specified in the Application as the person using the Technical Access ID in accordance with its functionality is a duly authorised representative of the Trading Member and has all necessary powers to submit/modify/delete orders and/or send other electronic messages in the relevant subsystem of the TC SHC; the User's representative participating in negotiations through the exchange of electronic messages has the necessary authorisation to conduct such negotiations; the content of electronic messages does not violate the requirements of the legislation of the Russian Federation; data from the unified state register of legal entities regarding the User are reliable and submitted to the authorised body in due time and in full. In case these representations are breached or invalid and/or unreliable at the time of signing the Agreement or during its period, the Technical Centre is entitled to unilaterally terminate the Agreement and/or recover losses caused to the Technical Centre due to the breach or invalidity and/or unreliability of the representation. In case these representations are breached or invalid and/or unreliable at the time of signing the Agreement or during its period, and cause claims from third parties and/or government bodies, the breaching User shall reimburse the Technical Centre for any losses and expenses including those related to reimbursement of losses and/or payment of penalties to the third party by the Technical Centre due to settlement of the claim.
- 9.7. The Technical Center guarantees adequate quality of the Integrate It Services. In case circumstances related to operability of the TC SHC arise that prohibit the User from receiving the Integrated It Services of adequate quality, the User is entitled to contact the Technical Center for necessary warranty service and get needed technical information and recommendations to setup/adjust the hardware and software developed and owned by the Technical Center, to review other connectivity options (schemes) or solve other issues arising from the use of the TC SHC Subsystems' functions. Material terms and conditions of warranty service provided to ensure the Integrated IT Service of adequate quality are set out in the Regulation.
- 9.8. The Technical Center guarantees that the Software provided under the ITS Agreement will operate on hardware that meets the Technical Center's standards for hardware used to install software. The hardware standards are available on the Technical Center's website at <http://moex.com>.
- 9.9. The Technical Centre is not responsible for the content of the electronic messages of the Users using the online chat service, nor does it ensure that the Users comply with the agreements

reached with each other through such electronic messages.

## **X. Confidentiality**

- 10.1. Confidential Information means any information transferred by one Party (and/or any third party acting on behalf of the Party) to another Party because of the Agreement (including the existence of the Agreement and personal data transferred by the Parties), not lawfully available to the public and having actual or potential commercial value because of its confidentiality.
- 10.2. Confidential Information shall not be disclosed to third parties without prior written consent of the disclosing Party. Confidential Information will not include information which:
- is lawfully in the public domain;
  - at the time of disclosure is in the public domain;
  - was lawfully within the Party's possession before the ITS Agreement was signed;
  - was independently developed by the receiving Party without use of the other Party's Confidential Information and without breaching this Agreement;
  - must be disclosed pursuant to a statutory obligation.
- 10.3. The Parties agree to keep Confidential Information confidential and take all reasonable steps to ensure its confidentiality throughout the Agreement period and for three (3) years after termination of the Agreement.
- 10.4. If there is a threat of disclosure of the Confidential Information, the Party shall immediately (within one business day) inform the other Party of such a threat.
- 10.5. If either Party receives personal data of the other Party as part of the ITS Agreement, it shall adhere to principles and rules for personal data processing set out in Russian law as amended from time to time, including those relating to confidentiality and security.
- 10.6. In the event of disclosure of Confidential Information, the Party breaching this confidentiality obligation undertakes to compensate in full the affected Party for the losses caused by such disclosure.

## **XI. Anti-corruption clause**

- 11.1. The Parties acknowledge and confirm that each of them adheres to the zero-tolerance policy regarding bribery and corruption. This implies an absolute prohibition on corruption activities and facilitation payments in connection with business activities or in order to resolve any issues. In their ordinary course of business, the Parties adhere to applicable anti-bribery and anti-corruption laws and associated policies and procedures.
- 11.2. The Parties guarantee that neither they, nor their employees shall offer, submit, give or agree

bribes (money or gifts of value) to any parties (including, but not limited to, individuals, businesses and government officials) as well as request, accept or agree to accept, directly or indirectly, a bribe (money or gifts of value) from any party.

## **XII. Term.**

- 12.1. The ITS Agreement enters into force from the date the Technical Centre sends the User a notification of the conclusion of the Agreement, subject to signature by the User. The Technical Centre shall notify the User of the conclusion of an ITS Agreement, specifying the date of entry into force and number, by one of the methods specified in clause 13.6. of the Terms, within 30 (thirty) working days following the receipt of the original Agreement and fulfilment by the User of the obligation stipulated in clause 3.3.19 above. The Agreement shall be concluded for an indefinite period of time.
- 12.2. Applications shall take effect from the date of their execution by the Technical Centre. The User shall be notified of the Application executed in any manner set out in clause 13.6 below.
- 12.3. Either Party may terminate the Agreement in full or in part, by notifying other Party thereof in writing at least fifteen (15) calendar days before the date of full termination of the Agreement or its termination in respect of certain TC SHC Subsystems.
- 12.4. If the User's admission to trading/operation and/or clearing services on the FX and Precious Metals Markets/Equity & Bond Market/Deposit Market/Credit Market/Money Market/Derivatives Market/Standardised OTC Derivatives Market is ceased, the Agreement terminates automatically in respect of the TC SHC Subsystems in question from the date of cessation of admission. Access to the Equity & Bonds, Deposit and Credit Markets Clearing System shall be maintained until the Clearing Service Agreement with NCC is terminated for the User. Upon cessation of the User's admission to all previously connected TC SHC Subsystems, the Agreement terminates. Termination of the ITS Agreement does not entail termination of the Parties' outstanding obligations as well as does not free them from liability for failure to fulfill those obligations.

## **XIII. Miscellaneous**

- 13.1. The Parties shall adhere to the Russian law with regard to any issues not covered by the Agreement.
- 13.2. The Parties shall endeavour to resolve any disputes regarding the Agreement by way of negotiations within 30 calendar days. Otherwise, the dispute is to be referred to the Moscow Arbitration Court.
- 13.3. The Technical Centre shall adopt and introduce unilaterally any amendments to the Terms (also to the Regulation and Tariffs). The text of the Terms as amended, as well as information on their

entry into force shall be published on the TC website at <http://moex.com/a1819> within ten (10) calendar days prior to the effective date of such amendments.

- 13.4. If the User does not agree with amendments made by the TC to the Terms, it may repudiate the Agreement by notifying the TC in writing at least five (5) calendar days before the amendments take effect. In this case, the Agreement is deemed terminated from the date the amendments take effect.
- 13.5. In case the Parties' addresses and bank details including emails are changed, the Parties must notify each other thereof no later than five (5) business days after the changes take place.
- 13.6. All notices and communication under these Terms and the Agreement including those related to changes in address and bank details shall be served in writing. A notice is considered served properly if it is sent in one of the following ways:
- Registered mail return receipt requested;
  - Courier service with delivery confirmation by authorised persons;
  - An electronic message or document via the e-data interchange system;
  - Email at the address specified in the Agreement;
  - Electronic message or electronic document through the Member Personal Account or Candidate Personal Account;
  - By disclosing information on Technical Centre's website;
  - in the other way agreed upon by the Parties.
- 13.7. The time at which an electronic notice is sent is deemed the notice delivery time. Any applications, notices, notifications, claims or other legally important communications having civil consequences for other person due to law or the Agreement, produce those consequences since they are delivered to that person or its representative (article 165.1 of the Russian Civil Code).
- 13.8. Since the Terms stipulating provision of Technical Access with the use of the Technical Access ID take effect, all provisions of the Terms including those related to services for provision of Technical Access, are applicable also to TC SHC Subsystems (trading system of the Derivatives Market, clearing system of the Derivatives Market, trading system of the Standardised OTC Derivatives Market, clearing system of the Standardised OTC Derivatives Market, trading system of the Money Market) to which the User had access according to the Moscow Exchange Admission Rules for the Derivatives Market and Standardised OTC Derivatives Market, NCC clearing rules as well as Moscow Exchange Admission Procedure for the Money Market. This is applicable to Users having in place the Integrated It Service Agreement with the TC.

This clause is applicable also to Users that were given Technical Access, but then suspended for causes set out in the Exchange's internal documents.

Users specified in this clause are not required to furnish the Application as per Appendix 2 hereto. The procedure to select the TC SHC Subsystems specified in this Terms is deemed to have been observed and the fee for registration of the Technical Access ID is not charged.

13.9. Since the Terms stipulating provision of Technical Access with the use of the Technical Access ID take effect, the following services/software provided previously to the User under the ITO Agreement are rendered to the User under these Terms:

- FORTS PlazaII terminal;
- PlazaII FORTS gateway;
- Full\_orders\_log for PlazaII Шлюз FORTS;
- Access to FIX Gate software;
- Access to TWIME software;
- Access to WEB2L software for the Equity & Bond, FX, Precious Metals and Money Markets;
- Access to ASTSBridge software for participants, trading members and clearing members;
- Access to NAVIGATOR.

Users specified in this clause are not required to furnish the Applications to create/change/cancel the Technical Access ID as per clause 2.2 above. The procedure to gain the Technical Access ID specified in this Terms is deemed to have been observed, and the fee for registration of the Technical Access ID is not charged.

13.10. From the date of entry into force of the Terms providing for Technical Access using the Technical Access ID, IDs already registered in the TC SHC Subsystems at the moment of the Terms taking effect, for trading members/participants of one or more Moscow Exchange markets and/or clearing members of NCC (the Clearing House), are given the status of the Technical Access ID including a non-exclusive license to use the software stated in clause 13.12 below. The software shall be used according to these Terms. The software shall be used according to these Terms.

13.11. Since the Terms stipulating provision of Technical Access with the use of the Technical Access ID take effect, the following contracts (if any) shall terminate:

- Non-exclusive software license agreements (MICEX Trade Currency, MICEX Currency Analytic, MICEX SE Analytic, MICEX Trade SE, MICEX Trade TI, MOEX Trade Agro, API connecting external systems to MICEX trading platforms) (i.e. agreements with letters ZSW in their reference numbers);
- Agreements to provide the right (a non-exclusive license) to use software (MICEX Trade Currency, MICEX Trade FO, MICEX Trade SE, MICEX Trade TI, MICEX SE Analytic, MICEX Currency Analytic) (i.e. agreements with letters SW in their reference numbers);
- Agreements to provide the right to use the Software with the API connecting external systems to MICEX trading platforms (a non-exclusive license) (i.e. agreements with letters SW in their reference numbers);
- Technical service agreements (FIX) on services provided by the Technical Center to the User in respect of technical support for the User's connectivity to the TC's FIX server;

Agreements on provision of technical access to the Moscow Exchange software and hardware complex (i.e. agreements with letters SW in their reference numbers).

13.12. Table of comparison:

<b>Software name (old)</b>	<b>Software name (new)</b>
MICEX Trade Currency	MOEX Trade Currency
MICEX Currency Analytic	
MICEX Trade SE	MOEX Trade SE
MICEX SE Analytic	
MICEX Trade TI	MOEX Trade TI
MICEX Bridge TEAP	ASTSBridge
FORTS PlazaII Terminal	MOEX Spectra Terminal
View-only FORTS PlazaII terminal	
FORTS PlazaII client terminal	
PlazaII FORTS Native API	PLAZAII API
FIX Gate	Remained unchanged
TWIME	Remained unchanged
MFIX Transactional	Remained unchanged
NAVIGATOR Software	NAVIGATOR Web

13.13. From 1 June 2021, token services previously provided to the User under the Token Agreement shall be provided to the User in accordance with these Terms and the relevant Token Agreements shall terminate.

Users referred to in this clause are not required to complete the relevant applications; the procedure for token services stipulated in clause 15 of Appendix 3 to the Terms is deemed to be complied with and the fee for the registration of the hardware token received under the Token Agreement is not charged again.

13.14 As from the entry into force of the Terms providing for the option for the U to unilaterally sign the ITS Agreement, previously concluded ITS Agreements signed by authorised representatives of both parties shall remain in force.

13.15 From 10 October 2022, all valid Technical Access IDs for the FIFO MFIX Trade gateway software can be used both for the FIFO TWIME ASTS gateway software with all settings retained and for the MFIX Transactional gateway software (if available). As no new Technical Access IDs are created when the software used for technical access is changed, Users are not charged a one-time fee for registering the ID. No right of remote access to FIFO MFIX Trade software shall be granted from the said date.

13.16 In order to continue using the Technical Access IDs for the FIFO TWIME ASTS gateway software, re-certification of its User Software is required. If certification is not passed, the Technical Centre reserves the right to suspend the remote use of the FIFO TWIME ASTS software by the User until certification has been passed.

## Appendix 1

to the Integrated IT Service Terms

### SAMPLE FORM

#### Integrated IT service agreement No. \_\_\_

Moscow

\_\_ \_\_\_\_ 20\_\_

**Technical Center:** Public Joint-Stock Company Moscow Exchange MICEX-RTS, **User:** *please indicate the full name* represented by [●] acting on the basis of [●], have executed this contract of adhesion to the Integrated IT Service Terms (the "Terms") published on Moscow Exchange's website at <https://www.moex.com/a1819>, and constituting an integral part of the Agreement.

1. The Technical Centre undertakes to provide the User with the ITS Services defined in Section 2 of the Terms for remuneration on the basis of appropriate applications, and the User undertakes to comply with the Terms and pay for the said services.
2. The scope of the services, the conditions and procedure for their provision as well as other rights and obligations of the parties hereto relating to the provision of the ITS Services shall be laid down in the Terms, the Regulations and other internal documents of the Technical Centre referred to in the said documents.
3. Details and signature of the User.

Name:	
Located at:	
Postal address:	
OGRN (Primary State Registration Number):	
Title:	
Document certifying the authorisation of the representative:	
Signature*:	
Date of signature*:	

*Notification of the conclusion of an ITS Agreement has been sent by the Technical Centre to the User on \_\_.\_\_.20\_\_.\**

*\*Items marked with \* (asterisk) are only to be completed when the Agreement is executed in paper form.*



**Application for Integrated IT Service**

Moscow \_\_\_\_\_  
 20\_\_\_\_

*(User's full name)*

We hereby request (under ITS Agreement No. [●] dated [●] and clause 2.1.1 of the Terms), the you provide Technical Access to the following TC SHC Subsystems:

	<b>Access</b> <i>(tick the appropriate box)</i>	
	<b>To be provided</b>	<b>To be terminated</b>
1. Trading system of the FX and Precious Metals Market, Instruction Processing	<input type="checkbox"/>	<input type="checkbox"/>
2. Clearing System of the FX and Precious Metals Market*	<input type="checkbox"/>	<input type="checkbox"/>
3. Trading system of the Equity & Bonds Market, Instruction Processing Subsystem	<input type="checkbox"/>	<input type="checkbox"/>
4. Clearing system of the Equity and Bonds, Deposit and Credit Markets Settlement system of NSD	<input type="checkbox"/>	<input type="checkbox"/>
5. Trading system of the Deposit Market	<input type="checkbox"/>	<input type="checkbox"/>
6. Trading system of the Deposit Market	<input type="checkbox"/>	<input type="checkbox"/>
7. Trading system of the Derivatives Market, Instruction Processing Subsystem	<input type="checkbox"/>	<input type="checkbox"/>
8. Clearing system of the Derivatives Market*	<input type="checkbox"/>	<input type="checkbox"/>
9. Trading system of the Money Market	<input type="checkbox"/>	<input type="checkbox"/>
10. Trading system of the Standartised OTC Derivatives Market	<input type="checkbox"/>	<input type="checkbox"/>
11. Clearing system of the Standartised OTC Derivatives Market*	<input type="checkbox"/>	<input type="checkbox"/>

\* Each Clearing Member, which has concluded the Clearing Service Agreement with NCC, regardless of whether it is admitted to clearing services on the Equity & Bonds Market, has the right to register a Technical Access ID on the Equity & Bonds Market, through which such Clearing Member may use the services of NCC, not related to execution of trades on the Moscow Exchange markets, provided by the NCC Clearing Rules.

\_\_\_\_\_  
*(Position of Head of User or person acting under power of attorney)*

\_\_\_\_\_  
*(signed)*

\_\_\_\_\_  
*(Name, surname)*

\_\_\_\_\_  
 20\_\_\_\_  
*L.S.*

## **The software purpose; Integrated IT Service description; terms of service**

### **1. MOEX Trade Currency software**

It is intended to connect to the TC SHC Subsystems of the Moscow Exchange FX and Precious Metals Markets.

The software is provided to Users that are a trading member and/or a clearing member of the FX and Precious Metals Market. The User may transfer the right to use the software to its Customers with a Sponsored Access ID.

The software is used to connect to the TC SHC via the Internet subject to the obligation to use the EDI system and an electronic signature verification key certificate (the "ESVKC"). To be so connected, the User shall indicate certificates used for every Technical Access ID when filing the relevant application to the Technical Center.

The functionality of the MOEX Trade Currency software enables FX Market and Precious Metals Market Trading Members to implement the CMP features in order to obtain unified Technical Access to the SHC Subsystems in accordance with the conditions stipulated by the Regulations.

When connecting the CMP service in the FX Market and Precious Metals Market Subsystems of the SHC, the use of the Trading and/or Clearing Technical Access ID is allowed.

The functionality of the MOEX Trade Currency software allows Users to communicate and/or negotiate with each other and/or with the Technical Centre by means of electronic messaging (the "Chat"). The User's representatives are identified by their full name and e-mail address specified during registration at passport.moex.com. To access the functionality of the Chat, the User shall log in to the MOEX Trade Currency software using the e-mail address and password specified when registering on the passport.moex.com website.

### **2. MOEX Trade SE software**

It is intended to connect to the TC SHC Subsystems of the Moscow Exchange Equity and Bond, Deposit and Credit Markets.

The software is provided to Users that are a trading member and/or clearing member of the Moscow Exchange Equity & Bond, Deposit, Credit and Money Markets. The User may transfer the right to use the software to its Customers with a Sponsored Access ID.

The right to use the MOEX Trade SE software may be granted by the Technical Centre to the User who is a Clearing Member and who has concluded a clearing services agreement with NCC, regardless of whether or not the User has access to clearing services at the Equity & Bonds Market in order to gain

access to services of NCC not related to trading on Moscow Exchange markets, as provided for by the NCC Clearing Rules.

The software is used to connect to the TC SHC via the Internet subject to the obligation to use the EDI system and an electronic signature verification key certificate (the "ESVKC"). To be so connected, the User shall indicate certificates used for every Technical Access ID when filing the relevant application to the Technical Center.

The functionality of the MOEX Trade SE software enables Deposits Market and Credit Market Trading Members to implement the CMP features in order to obtain unified Technical Access to the SHC Subsystems in accordance with the conditions stipulated by the Regulations.

When the CMP service is connected in the Deposit Market Trading System, the Credit Market Trading System and the Clearing System of the Equity & Bonds Market, Deposit Market and Credit Market, the use of the Trading Technical Access ID is allowed.

When using the MOEX Trade SE computer software with respect to the Equity & Bonds, Deposit and Credit Markets, the service "Provision of information on marking complex financial instruments traded on Moscow Exchange for individual use" can be provided.

The service means provision of a technical opportunity to find out which group an instrument is classified to: available to any investors without restrictions, available only to qualified investors, available to unqualified investors who have passed a specific testing, as well as other related information. Access to the service "Provision of information on marking complex financial instruments traded on Moscow Exchange, for individual use" is provided after the execution of the Application by the Technical Centre and is provided for all Technical Access IDs of the User. The effective date of the service "Provision of information on marking complex financial instruments traded on Moscow Exchange for individual use" corresponds to the date of execution of the relevant Application by the Technical Centre.

Individual use refers to any use of data by the User to support the User's ongoing activities, without the right to distribute the data, create derivative information or create any commercial products.

The functionality of the MOEX Trade SE allows Users to communicate and/or negotiate with each other and/or with the Technical Centre by exchanging electronic messages. The User representatives are identified by their full name and e-mail address specified during registration at [passport.moex.com](http://passport.moex.com). To access the Chat functionality, the User must be authorised in MOEX Trade SE using the e-mail address and password specified when registering on the [passport.moex.com](http://passport.moex.com) website.

### **3. MOEX Trade TI software**

It is intended to connect to the TC SHC Subsystems of the Moscow Exchange Money Market.

The software is provided to Users that are Members of the Moscow Exchange Money Market.

The software is used to connect to the TC SHC via the Internet subject to the obligation to use the EDI system and an electronic signature verification key certificate (the "ESVKC"). To be so connected, the User shall indicate certificates used for every Technical Access ID when filing the relevant application to the Technical Center.

#### **4. ASTSBridge software**

It is intended to connect the User Software to the TC SHC Subsystems of the Moscow Exchange FX, Precious Metals, Equity & Bond, Deposit, Credit and Money Markets.

The software is provided to Users that are a trading member and/or a clearing member of the Moscow Exchange FX, Precious Metals, Equity & Bond, Deposit and Money Markets. When granting the right to use the ASTSBridge, it is recommended for all Users to have at least one copy of the MOEX Trade series software in the relevant market. The User may transfer the right to use the software to its Customers with a Sponsored Access ID (if Sponsored Access IDs are provided for in the applicable trading rules).

The right to use the ASTSBridge software may be granted by the Technical Centre to the User who is a Clearing Member and who has concluded a clearing services agreement with NCC, regardless of whether or not the User has access to clearing services at the Equity & Bonds Market in order to gain access to services of NCC not related to trading on Moscow Exchange markets, as provided for by the NCC Clearing Rules.

When using the ASTSBridge computer software with respect to the Equity & Bonds, Deposit and Credit Markets, the service "Provision of information on marking complex financial instruments traded on Moscow Exchange for individual use" can be provided.

#### **5. Spectra Terminal software**

It is intended to connect to the TC SHC Subsystems of the Moscow Exchange Derivatives Market.

The software is provided to Users that are a trading member and/or a clearing member of the Moscow Exchange Derivatives Market.

The User may transfer the right to use the software to its Customers with a Sponsored Access ID.

The functionality of the MOEX Spectra Terminal software enables Derivatives Market Trading Members to implement the CMP features in order to obtain unified Technical Access to the SHC Subsystems in accordance with the conditions stipulated by the Regulations.

#### **6. PLAZAII Gateway software**

It is intended to connect the User Software to the TC SHC Subsystems of the Moscow Exchange Derivatives Market.

The software is provided to Users which are trading and/or clearing members of the Moscow Exchange Derivatives Market and which have at least one copy of MOEX Spectra Terminal software. The User is responsible to the Technical Centre for compliance with this provision. The User may transfer the right to use the software to its Customers with a Sponsored Access ID.

The Full\_orders\_log service is provided alongside the PLAZAII Gateway software. The service makes it technically possible to get anonymised data on all transactions made in the Moscow Exchange Derivatives Market trading system during the trading session. Access to the "Full\_orders\_log" service is provided after the execution of the User's Application by the Technical Centre and is provided for each specific User's Technical Access ID. The start date of the "Full\_orders\_log" service corresponds to the date of execution of the relevant Application by the Technical Centre.

The Full\_orders\_log service is made available to the User only if the User has in place the Market Data Agreement whose subject matter corresponds with the User's purposes of using Market Data.

If the required functions are enabled and the User complies with the Exchange's requirements for provision and use of Market Data, the User can get Market Data on all orders and trades made in the trading session in the trading system of the Moscow Exchange FX and Precious Metals Markets and/or trading system of the Moscow Exchange Equity & Bond Market. These features are available only to trading and/or clearing members of the Derivatives Market that are trading members of the Equity & Bond Market and/or trading members of the FX and Precious Metals Markets provided that they are entitled to get Market Data under the trading rules of the market in question.

## **7. FIX Gate software**

It is intended to connect the User Software to the TC SHC Subsystems of the Moscow Exchange Derivatives Market.

The remote access right in respect of the software is provided to Users that are trading members of the Moscow Exchange Derivatives Market and which have at least one copy of the MOEX Spectra Terminal software. The User is responsible to the Technical Centre for compliance with this provision. The User may transfer the right to use the software to its Customers with a Sponsored Access ID.

Remote access to the software allows the User to trade derivatives on Moscow Exchange via the FIX (Financial eXchange protocol) protocol and get its trades/orders transmitted through the server-side software.

## **8. TWIME software**

It is intended to connect the User Software to the TC SHC Subsystems of the Moscow Exchange Derivatives Market.

The remote access right in respect of the software is provided to Users that are trading members of the Moscow Exchange Derivatives Market and which have at least one copy of the MOEX Spectra

Terminal software. The User is responsible to the Technical Centre for compliance with this provision. The User may transfer the right to use the software to its Customers with a Sponsored Access ID.

Remote access to the software (without installing it on their own computers) to gain Technical Access allows for acceptance and execution of the User's orders in derivatives via the TWIME (Trading Wire Interface for Moscow Exchange) protocol.

## **9. MFIX Transactional software**

It is intended to connect the User Software to the TC SHC Subsystems of the Moscow Exchange FX, Precious Metals, Equity & Bond, Deposit and Credit Markets.

The remote access right in respect of the software is provided to Users being a Trading Member of the Moscow Exchange FX, Precious Metals, Equity & Bonds Markets and/or a Clearing Member of the FX, Precious Metals, Equity & Bond, Deposit and Credit Markets. When granting the right to use the MFIX Transactional, it is recommended for all Users to have at least one copy of the MOEX Trade series software in the relevant market. The User may transfer the right to use the software to its Customers with a Sponsored Access ID (if Sponsored Access IDs are provided for in the applicable trading rules).

Remote access to the software allows the User to transmit request messages via the FIX protocol as well as download information on its past trades and the current status of orders (in the format of FIX messages).

The right to use the MFIX Transactional remotely may be granted by the Technical Centre to the User who is a Clearing Member and who has concluded a clearing services agreement with NCC, regardless of whether or not the User has access to clearing services at the Equity & Bonds Market in order to gain access to services of NCC not related to trading on Moscow Exchange markets, as provided for by the NCC Clearing Rules.

## **10. FIFO TWIME ASTS software**

It is intended to connect the User Software to the TC SHC Subsystems of the Moscow Exchange FX, Precious Metals, Equity & Bond, Deposit and Credit Markets.

The remote access right in respect of the software is provided to Users that are a Trading Member on Moscow Exchange the FX, Precious Metals, Equity & Bonds and/or a Clearing Member of the FX, Precious Metals, Equity & Bond, Deposit and Credit Markets. By granting the right to use the FIFO TWIME ASTS software, the User is also granted the right to use the MFIX Transactional software (in accordance with clause 9 of Appendix 3) in cases where the FIFO TWIME ASTS Technical Access ID cannot be used. Back-up connection shall be made by the User using the MFIX Transactional. It is also recommended that the User has at least one copy of the MOEX Trade series in the relevant market. The User may transfer the right to use the software to its Customers with a Sponsored Access ID (if Sponsored Access IDs are provided for in the applicable trading rules).

The remote use of TWIME ASTS FIFO software enables the User to transmit FIX-protocol requests for

transactions via the dedicated infrastructure of the Technical Centre, provides the User with information on the transactions already executed by the User and the current status of orders (in the format of FIX protocol messages). Requests is transmitted via a dedicated network channel provided by a recommended telecom operator, independently organised by the User, its Client or a Partner (in case the User is an end user of a Partner's services) under its contract for telecom operator services, exclusively in the Moscow Exchange colocation area and requires ordering a separate service of the telecom operator "Connection of Client's equipment to the dedicated network of the Operator, providing access to low latency transaction services at a bandwidth of up to 10 Gbit/s" for each such User. In the event of a breach of these conditions by the User, the Technical Centre reserves the right to suspend access to the FIFO TWIME ASTS software to the User.

The right to use the FIFO TWIME ASTS remotely may be granted by the Technical Centre to the User who is a Clearing Member and who has concluded a clearing services agreement with NCC, regardless of whether or not the User has access to clearing services at the Equity & Bonds Market in order to gain access to services of NCC not related to trading on Moscow Exchange markets, as provided for by the NCC Clearing Rules.

### **11. NAVIGATOR Web software**

It is intended to connect the User Software to the TC SHC Subsystems of the Standartised OTC Derivatives Market.

The remote access right in respect of the software is provided to Users that are a clearing member of the Standartised OTC Derivatives Market.

### **12. NAVIGATOR API software**

It is intended to connect the User Software to the TC SHC Subsystems of the Standartised OTC Derivatives Market.

The remote access right in respect of the software is provided to Users that are a clearing member of the Standartised OTC Derivatives Market. When granting the right to use the API, it is recommended for all Users to have at least one copy of the NAVIGATOR Web.

Remote use of the NAVIGATOR API provides the User with information on transactions already carried out by the User and enables the User to query reference tables.

### **13. Adapter SPFI FIX API software**

It is intended to connect the User Software to the TC SHC Subsystems of the Standartised OTC Derivatives Market.

The remote access right in respect of the software is provided to Users that are a clearing member of the Standartised OTC Derivatives Market.

## **14. IT support solutions for the ASTSBridge software**

This includes the following services and the right for remote use of the ASTSBridge software aimed to enable the software features:

- allocation of computing, communication and other resources by the TC to ensure operation of the software; ASTSBridge is software installed on the TC's facilities to allow Users to connect their software to the TC SHC;
- introduction and maintenance of the server-side ASTSBridge software on the TC's computing facilities;
- remote access to the server-side ASTSBridge software for the User and Customers (with the Sponsored Access IDs);
- user maintenance (support) for the ASTSBridge software including information assistance and advisory services to Users;
- ongoing engineering support for computing, communication and other technical tools allocated by the TC to ensure operation of the software.

Access to ASTSBridge software may be granted by the Technical Centre to the following Users:

- Trading Members of the Equity & Bonds Market;
- Clearing Members of the Equity & Bonds, Deposit and Credit Markets;
- Trading Members of the Deposit Market which are Clearing Members of the Equity & Bonds, Deposit and Credit Markets at the same time;
- Trading Members of the FX and Precious Metals Market;
- Clearing Members of the FX and Precious Metals Market;
- User's Customers using Sponsored Access IDs in the relevant market;
- Members of the Money Market;
- Trading Members of the Credit Market which are Clearing Members of the Equity & Bonds, Deposit and Credit Markets at the same time.

The software is used to connect to the TC SHC via the Internet subject to the obligation to use the EDI system and an electronic signature verification key certificate (the "ESVKC"). To be so connected, the User shall indicate certificates used for every Technical Access ID when filing the relevant application to the Technical Center.

## **15. Token Services**

In order to provide an additional security layer when Users connect to WEB-services of the Technical Centre by using the second factor for authentication of the User, the Technical Centre provides the following application-based services to the User:

- a) connection of the hardware token to the Electronic Document Interchange system of the Technical Centre, including provision of 1 (one) hardware token on the basis of the Token Acceptance Statement;
- b) Use of a software and/or hardware token in Electronic Document Interchange of Technical



Center:

- create a new account in the Safenet Authentication Service (SAS) for the token ordered by the User;
- if a hardware token has been ordered, the Technical Centre shall check that it works and test that it can be used for the purposes set out in the first paragraph of this clause;
- If a software token has been ordered, the Technical Centre shall initiate in the SAS an e-mail with a link to activate the software token to be sent by the User, which is valid for 3 (three) working days; after the expiry of the said period the link becomes unavailable for activation; the User is entitled to contact the Technical Centre to resend the link;
- technical support for Users to resolve any issues with tokens, which is provided at help@moex.com;
- Maintaining the Technical Centre's infrastructure ensuring electronic document flow with Users in operation (configuration, maintenance, backup, monitoring, ensuring information security).

The token software (MobilePass mobile phone application) is purchased/received and installed independently by the User, i.e. the service fee of the Technical Centre does not include the token software fee.

The token type (either software or hardware) and number of tokens, the e-mail address for registering the software token, and other information shall be specified by the User in the respective service order application. The procedure for granting the User access to WEB-services, for which the User plans to use a token, is regulated by an internal document of the Technical Centre.

The User shall specify in the service request form the e-mail address registered in the Authorisation and Registration System of Service Users at MOEXport (<https://passport.moex.com>), or another e-mail address belonging to the User required to activate the software token.

The Technical Centre undertakes to start providing services for connecting the hardware token and enabling the use of the hardware and/or software token in the Electronic Document Interchange System of the Technical Centre within 5 (five) working days as of signing the application for ordering the services related to the use of the token by both Parties. The service shall be deemed to have commenced on the date of sending an e-mail to the User for activating the software token or on the date of notifying the User of the availability of the hardware tokens.

In the event of cancelling a token, the User shall submit an application for cancellation to the Technical Centre, specifying the type of token and serial number in the application for each token to be cancelled.

The connection fee for the hardware token and the service fee for ensuring the use of the hardware and/or software token in the Electronic Document Interchange System of the Technical Centre for the current year shall not be refunded.

## **16. Service for the provision of Market Data in the form of real-time data feed**

The service is provided to the User who has selected, by submitting a Service Package Application including the Market Data service. The Service is provided by granting a password access to the sets of the Market Data (Information Product), as set out for the Service Pack:

- a) Real-Time Data Feed, structured into the following blocks:
  - Currencies: all trading parameters on a real time basis for all FX market instruments available on the Exchange;
  - Futures & options: all trading parameters on a real time basis for all derivative instruments available on the Exchange;
  - Repo: all trading parameters on a real time basis for all instruments available in the REPO Section of the Stock market of the Exchange and on the Deposit market of the Exchange;
- b) Archives of all trades and best bids and offers means a historic log (register) of all trades (anonymous data) and best bids and best offers (anonymous data) for a given period in chronological order. Access to data is granted in the following markets: FX Market, Derivatives Market.

The information product provided to the User, as well as its composition (block), is determined by the composition of the Service Package selected by the User, according to the Procedure for Providing Package Offers to the User.

The User shall specify in the application for ordering the service of providing Market Data in the form of real-time data feed the e-mail address registered in the Authorisation and Registration System for Service Users at MOEX passport (<https://passport.moex.com>), or another e-mail address belonging to the User required to activate the password access to the Market Data posted on the Technical Centre website.

The User may only use the Market Data for information purposes and for their own internal use for non-commercial purposes. Users are not entitled to transfer Market Data, either in whole or in part, in any form and through any facilities including electronic, mechanical, photocopying, recording and other, transmit it including via television or radio broadcasting, using mobile (wireless) access facilities, or to disseminate such Market data via its local networks, mock and training systems, analytical, monitoring, automated trading (HFT), and other systems providing Non-Display Usage of Market Data; for publication on the Internet; and for the calculation of Derived Data (including the User's own indices) intended for further public distribution. If the TC discovers (including as a result of Information Audits) that the Market Data has been used for purposes and in ways not stipulated by the Terms, the User shall pay a fine of 250,000 (two hundred fifty thousand) roubles for each violation, upon TC's request.

## **17. Service providing information on labelling of complex financial instruments traded on the Moscow Exchange for individual use**

This service means the provision of technical access to the service and the option to obtain information on the classification of an instrument into one of the following groups: available to any investors without restrictions, available only to qualified investors, available to unqualified investors who have passed a certain type of testing, as well as other related information. Users is allowed to view the information and/or upload it automatically.

The service is provided via software (MOEX Trade SE, ASTSBridge for the Equity & Bond, Deposit, and Credit Markets and similar third-party software) with the use of the technical access ID (for User's all Technical Access IDs) and/or password access using logins received in the Moscow Exchange's System for User Authorization and Registration (<https://passport.moex.com/en/>) (not more than five logins) to information on the Technical Centre's website, based on the relevant Applications.

The relevant Applications Forms are available on Moscow Exchange's website at <http://moex.com/a1819>.

The date of commencement of the service corresponds to the date of execution by the Technical Centre of the relevant Application. Individual use shall mean any use of information by the User to support the User's current business, without the right to distribute the information, create derivative information or create any commercial products.