

## **Approved**

Order No. МБ-П-2020-2004 dated 17 August 2020

Issued by Moscow Exchange

## **Colocation Services Rules**

### **Public Joint Stock Company Moscow Exchange MICEX-RTS**

These Colocations Service Rules (the "Rules") of Public Joint Stock Company Moscow Exchange MICEX-RTS (Moscow Exchange, Technical Center) are sample terms and conditions of an agreement entered into at the time of signing the Service Request Form (see Appendix 1 hereto) by the Client. The Rules as amended from time to time are available at [www.moex.com](http://www.moex.com).

The Rules may be unilaterally amended from time to time by the Technical Center. Amendments to the Rules as well as their effective date are announced on the Technical Center's website at least ten calendar days before the effective date.

Amendments to the Rules may result in changes to the rights and obligations of the parties under the agreement.

The services rendered within the Rules are regulated also by the Moscow Exchange Colocation Procedures (the "Colocation Procedures"). The Colocation Procedures may be amended or supplemented at any time. The document as amended and supplemented is available at [www.moex.com](http://www.moex.com).

#### **1. Terms and definitions**

**Client** – a person/company having signed the IT service contract with Moscow Exchange on the terms specified in these Rules.

**MOEX Trading Network** – a dedicated network that gives technical access to the system of trading, clearing and payments systems, as well as to depositary and auxiliary systems and services of entities within the Moscow Exchange Group.

**DC** – the Data Center premises located at Shrikopodshipnikovskaya St. 11 building 9 Moscow. The DC is protected against unauthorized access, has uninterrupted power supply, temperature and humidity maintenance, dedicated firefighting systems, and other utilities, where the Client's equipment is co-located and connected to the electric power supply system to support operations.

**Collocation Facility** – a restricted-access zone within the DC where racks are installed.

**Client Equipment** – any servers (computers), data storage systems, networking and other devices placed in the collocation facility.

**Unit** – certain space for placing the Client's equipment into the rack, of standard size under GOST 28601.1-90.

**Authorized Network Service Provider** – a legal entity which is a telecommunication provider duly licensed and officially accredited with Moscow Exchange to connect the Client equipment outside the Colocation Facility.

**Network Center** – MOEX Information Security LLC, which is a legal entity authorized by Moscow Exchange to provide telecommunication services regarding connectivity of the Client's equipment placed in the Colocation Facility to MOEX's Trading Network via the telecommunication network of the entity, by virtue of the relevant license.

**Cross connection** – connection of the Client's collocated equipment to Client's/other Client's collocated equipment.

**Structured cabling system (SCS)** - a set of cables and network equipment, used to organize local computer networks. It includes cables between cabinets, patch cords, patch panels, mounting equipment, etc.;

**Market data** – digital and other non-confidential market data (real time and end-of-day) from Moscow Exchange's or other bourses' markets, as well as messages of MOEX or third parties that have been processed with the help of the MOEX's software & hardware and equipment, which data and messages are in the MOEX's databases owned by the exchange pursuant to Russian law and contracts entered into by Exchange.

**Universal file gateway** – software (part of MOEX's Electronic Data Interchange System) designed to exchange electronic documents encrypted and signed with the electronic signature in any formats. The file gateway is GUI-less.

**Price List** – the prices for IT support services which are available on the Moscow Exchange website ([www.moex.com](http://www.moex.com)).

## **2. Procedure for executing and amending the contract**

**2.1.** The IT Service Contract (the "Contract") is executed by submitting two (2) copies of the service request form (see Appendix No. 1 hereto) to the Technical Center. The Technical Center gives a unique reference number that is the contract ref. number to each such request. If the Client wishes to change the service range, it shall complete the service change form (see Appendix 2 hereto) and send two (2) copies thereof to the Technical Center. The service request form shall be delivered by post or courier service. The service change form may be delivered by post, courier service or via the UFG (in this case, the service request form is deemed to incorporate all requests in the electronic form executed between the Technical Center and the Client, including the initial service request and the service cancellation form, if any, as well as any other request to change the scope of services rendered by the Technical Center to the Client.

**2.2.** The contract is deemed to have been signed or amended since the relevant application was signed by the Technical Center. The contract is valid for one year and renewed for the next year unless either Party notifies the other Party of its

refusal to renew the Contract according to the provisions set out in these Rules. The contract is renewable on an annual basis. Place of the Contract shall be Moscow. The Technical Center is entitled to deny some services to the Client including for technical reasons.

- 2.3.** The Parties shall follow these Rules from the moment of receiving an application on service selection by the Technical Center until the contract is signed. The day on which the Technical Center signs an application for service selection is the service commencement date.

### **3. Contract termination procedure**

- 3.1.** Either party may withdraw from the Contract in whole by serving a termination statement as laid out in Appendix 3, to the other Party at least sixty (60) calendar days before the requested termination date.
- 3.2.** Termination of the Contract does not relieve the Parties of their obligations to settle accounts and make all payments due under the Contract with respect to the Services provided before the termination date. In case of termination, the Parties shall perform final settlement of accounts and make all payments due under the Contract by the termination date.

### **4. Payment of Services**

- 4.1.** The Technical Center charge fees for the Services provided hereunder in accordance with the Price List. The services (including expenses incurred by the Technical Center) are paid on basis of an invoice via bank transfer to the current account of the Technical Center.
- 4.2.** The fees for the Services are given in the Price List. The prices are in Russian Rubles exclusive of VAT. VAT is added to the charges according to the Russian law in effect during the service period.
- 4.3.** The Technical Center retains the right to review rates in the Price List annually to take account of inflation as set by the authorized Russian government agency.
- 4.4.** Clients which are a clearing member on the relevant MOEX market, shall pay to the Technical Center for the Services in accordance with the procedure established in the CCP NCC Clearing Rules.
- 4.5.** If the Technical Center is not able to charge fees for the Services in accordance with clause 4.4 above, it submits an invoice to the Client according to clauses 4.8-4.9 below.
- 4.6.** Should the Client be a non-Russian legal entity, the services may be paid in foreign currency (US dollars or Euros) in the amount equivalent to values stated in the Price List as converted at the exchange rate set by the Bank of Russia as of the invoice date.

**4.7.** The Client may assign the payment obligation with respect to the Services to a third party. Payment by the third party confirms the assignment of the payment obligation by the Client and the Client's and the third party's consent to the payment. In this case, the Client and the third party cannot rely on the absence of the third party's intention and/or authority to pay for the Services. Where the Client's payment obligation is performed by the third party, the Client shall notify the Technical Center thereof in writing by using the form available on MOEX's website at <http://moex.com/a1819>. The form shall include the following information: the full name of the payer, country of registration (incorporation), place of business, number and date of the agreement under which the Services will be paid.

#### **4.8. One-off fees**

4.8.1. Any one-off fee (if applicable) will be included into the invoice for monthly fees payable for the month in which the service began to be provided.

4.8.2. The invoicing procedure and payment obligations are set out in clause 4.9 below.

4.8.3. After a service is provided which is charged with an one-off fee, the Parties shall sign a service acceptance statement. This statement shall be in two copies which shall be sent to the Client by the Technical Center in the month immediately following the month in which the Service was rendered. The Client shall sign the service acceptance statement and forward it to the Technical Center within five business days of receiving it. If the Client has any objections, it shall send them in writing to the Technical Center within 5 business days of receiving the service acceptance statement. In case the Client has not submitted the signed Statement or written objections to signing it within the established timeframe, the services are deemed to have been provided in full.

#### **4.9. Monthly fees**

4.9.1. At the end of the month, the Technical Center issues and sends to the Client an invoice for monthly fees.

4.9.2. The invoice is sent by the Technical Center in one of the following ways:

- By post;
- By courier service;
- As a digital copy emailed, followed by physical delivery by post or courier service (upon the Client's request).

4.9.3. Monthly fees shall be paid:

- By Russian residents: within thirty (30) days of the invoice date;
- By non-residents: within ninety (90) days of the invoice date;

If the Client does not receive an invoice, it shall contact the Technical Center by the fifteenth (15th) day of the month following the billing month to obtain the

invoice duplicate (provided that the payment due date remains unchanged).

- 4.10.** If the Client delays payment of the fees, the Technical Center may:
- Demand payment of penalties calculated as zero point zero five percent (0.05%) of total amount due for each day of delay;
  - Suspend services provided to the Client hereunder after thirty (30) calendar days of delay (if services are suspended, so shall be the charge of monthly fees payable).
- 4.11.** If the Client fails to pay in time, the Technical Center may withhold the Client's equipment as long as any amounts remain outstanding to secure the Client's obligation to pay.
- 4.12.** If the service period was less than one full month, the monthly fee is charged proportionately to the actual service period.
- 4.13.** At the end of each calendar month in which the services were provided, the Parties shall sign the service acceptance statement. Statement shall be in two copies which shall be sent to the Client by the Technical Center in the month immediately following the month in which the Service was rendered. The Client shall sign the service acceptance statement and forward one copy thereof to the Technical Center. If the Client has any objections, it shall send them in writing to the Technical Center within 5 business days of receiving the service acceptance statement. In case the Client has not submitted the signed Statement or written objections to signing it within the established timeframe, the services are deemed to have been provided in full.
- 4.14.** The Client must reimburse the Technical Center for any duly documented expenses resulting from contract performance if they were previously agreed with the Client. This includes travel costs, expenses associated with fault correction for the Client's equipment, expenses on acquiring and tuning extra hardware required to ensure Client security in the Colocation Facility, and other expenses. The total amount of expenses includes also payment made by the Technical Center in favor of any third parties.
- 4.15.** The amount of expenses set out in the paragraph above are added to the invoice for monthly fees for the month in which the expenses were incurred by the Technical Center.
- 4.16.** The invoicing procedure and payment obligations are set out pursuant to Clause 4.5 above.
- 4.17.** Description and amount of expenses incurred by the Technical Center and payable by the Client shall be recorded in the monthly certificate of services provided.
- 4.18.** According to paragraph 406.1 of the Russian Civil Code, during the term of the

Contract and for three (3) years thereafter, the Client shall reimburse the Technical Center for losses which the Technical Center may incur as a result of holding it liable for violating the law on currency regulation and currency control due to the delayed payment of an invoice or invoices by the Client or third party engaged by the Client pursuant to clause 4.7 above (the "Losses").

- 4.18.1. The amount of Losses to be compensated by the Client is determined based on the decision to hold the Technical Center liable issued by the currency control authority.
- 4.18.2. The Client shall reimburse the Technical Center for Losses within 60 (sixty) calendar days of receiving the compensation claim with the copy of the decision on holding the Technical Center liable issued by the foreign exchange control authority enclosed, from the Technical Center. The compensation claim is submitted to the Client within 5 (five) business days from the moment the Technical Center received the decision of the foreign exchange control authority.
- 4.18.3. The Client agrees and understands that Losses are subject to compensation for the benefit of the Technical Center regardless of whether the Contract was declared null and void.

## **5. Limitation of Liability**

**5.1.** The Technical Center cannot be held liable for any damage incurred by the Client in excess of the amount paid by the Client for the month during which grounds arise to demand compensation.

**5.2.** The Technical Center cannot be held liable for:

- Lost profits, save for deliberate non-performance;
- Damage sustained by the Client caused by failure of software and hardware, unless such failure is caused by deliberate action or gross negligence on the part of the Technical Center.
- Suspension of all or a portion of services rendered hereunder, following a failure to comply with these Rules, the Colocation Procedures and other Technical Center's internal documents by the Client;
- Suspension of all or a portion of services rendered hereunder if the Technical Center has had to carry out an emergency shutdown of the equipment due to the reasons stated below.

**5.3.** Reasons for the emergency shutdown of equipment:

- An emergency situation has taken place in the DC;
- A force majeure event has taken place;
- The limits for the equipment's normal operation have been exceeded (including with regard to power supply and heat generation parameters);
- There is a threat of damage to the equipment of other clients, the DC's infrastructure and/or life and health;

- There are visible signs of a fault such as signs of smoke, smell of burning wires, excessive noise and vibration levels and other signs which may be undoubtedly recognized by the Technical Center as faulty or inappropriate from the equipment for it to continue in further operation.
- An unforeseen situation has occurred which may, at the discretion of the Technical Center, result in a full or partial damage to and/or loss of the equipment.

**5.4.** The equipment may be shut down urgently without the prior consent of the Client if it is impossible to communicate with the Client within two (2) minutes after the incident occurred that causes such emergency shutdown happen or any automatic systems activate.

**5.5.** In this case, the Technical Center shall notify the Client about the shutdown as soon as possible. After a problem causing the equipment to be shut down is remedied, the equipment may be turned on as part of the technical maintenance process and works at the DC.

**5.6.** The Client represents to the Technical Center that: i) the Client has been duly registered and operating legal entity or individual having all necessary rights to enter into and perform the Agreement; ii) the signatory has sufficient authority to execute the Agreement; and iii) there are no obstacles preventing the parties from executing and/or performing the Agreement. If the representations made above are breached or turn out to be ineffective and/or untrue at the moment of signing this Agreement or during its term, the Technical Center may terminate unilaterally the Agreement and/or recover the amount of losses incurred as a result of such breach or invalidity and/or inaccuracy. If the representations made above are breached or turn out to be ineffective and/or untrue at the moment of signing this Agreement or during its term and result in third party and/or regulatory claims, the Client must compensate the Technical Center for all losses and expenses including the amount of compensation paid by the Technical Center to the third parties and/or penalties to settle the claim.

## **6. Dispute resolution**

**6.1.** The rights and obligations of the contracting Parties are subject to Russian Federation law.

**6.2.** The Parties shall follow Russian law with regard to any issues not covered by the Contract.

**6.3.** The Parties shall strive to settle any disputes arising between them from the Contract through negotiations within 30 days. If the parties fail to reach agreement, the dispute shall be referred to the Moscow Arbitration Court.

## **7. Confidentiality**

**7.1.** The Parties shall treat any information received while performing this contract as confidential including information received while visiting the DC. The Parties shall

not disclose such information to any third parties (except as stipulated herein and as required by the applicable Russian law, or insurance companies, auditors and other consultants of the Technical Center), unless otherwise agreed between the Technical Center and the Client.

## **8. Subject Matter of the Contract may be:**

### **8.1. Services related to the installation of the Client's equipment**

### **8.2. General terms and conditions**

8.2.1. The Client's equipment is installed in the Collocation Facility. The equipment is installed in the Technical Center's racks.

8.2.2. Installation of the Client's equipment in the DC includes the provision of the following services:

- Allocation of racks or units in racks;
- Equipment layout design;
- Equipment mounting/demounting;
- Connecting the equipment to the uninterruptible power supply;
- Maintenance of temperature and humidity at the required level;
- Control of access to the equipment by any third parties.

8.2.3. Power supply is provided continuously only for equipment supplied with two back-up power units and connected to two different power inputs in the rack. Power supply is deemed to be provided continuously if at least one power input is operational.

8.2.4. The absence of power supply at one of the inputs with other input being operational is not to be considered an outage.

8.2.5. Power, temperature and humidity are maintained within the power capacity and equipment heat release limits established in the service terms.

8.2.6. When the service performance begins or is discontinued for the Client, costs of acceptance of installation or decommission of its equipment are included in the one-off fee.

8.2.7. Equipment requirements are given in the Equipment Requirements section of the Collocation Procedures.

8.2.8. Works to install the equipment are carried out in accordance with Works in the Collocation Facility of the Collocation Procedures.

8.2.9. Following the end of every calendar month on which the dedicated rack service or shared rack service was provided with respect to the Client's



equipment, or upon the service termination, the Parties shall sign the Client Equipment Revision Certificate regarding equipment installed in the Co-location Facility. The certificate form is given in Appendix 4 hereto. The certificate is delivered to the Client by the Technical Center by the tenth day of the month immediately following the service month. It can be sent either in hard copy or via the UFG. If the Client does not receive the certificate by the twentieth (20) day of the month, it shall contact the Technical Center on the matter. The Client shall sign the certificate received and forward it back to the TC until the end of the month immediately following the service month. If the Client fails to submit the certificate within the established timeframe and does not submit any written objections to the certificate, the certificate is considered to have been agreed.

### **8.3. Installation of the equipment in a shared rack**

- 8.3.1. The Client's equipment is installed in a rack together with equipment of other Clients.
- 8.3.2. Power consumption of Client's equipment is limited to 500 W per unit. In the event of exceeding this limit, fees are determined in accordance with clause 1.2, Section Colocation Services of the Price List.
- 8.3.3. The amount of service units per unit of the Client's equipment is determined by the largest parameter of every unit of the equipment: the number of units placed into the rack or power supply unit's nameplate capacity multiplicity by 500W. Non-integer values are rounded up to the nearest integer.

### **8.4. Installation of the equipment in a dedicated rack**

- 8.4.1. The Client's equipment is installed in a dedicated rack.
- 8.4.2. A dedicated rack contains up to forty-four (44) units, subject to power limitation of 6 Kw per rack.
- 8.4.3. The Client may order that the dedicated rack is scaled up to 7 kW. In this case, an extra fee is charged per clause 2.2, section Colocation Services of the Price List in addition to fees charged for placing the equipment in the dedicated rack per clause 2.1 of the Price List.

**8.5.** The Client is also provided with two IP/MAC addresses for every connection to MOEX's Trading Network via the Network Center.

### **8.6. Keeping Client's property in an individual safe box**

- 8.6.1. The Client is provided with a cell in the vault cabinet located in the Colocation Facility.

8.6.2. The access procedure and the prohibited list of items are set out in the Storage Facility section of Colocation Procedures.

8.6.3. The fee for safekeeping the Client's property is charged as per clause 5, section Colocation Services of the Price List.

**8.7.** Dedicated racks with an option to keep equipment for up to three months

8.7.1. The Client may use a rack to mount and switch its equipment.

8.7.2. During the term, the rack has no power supply.

8.7.3. The fee is charged according to clause 4, section Colocation Services of the Price List.

8.7.4. Upon the expiration of three months or earlier if requested so by the Client, the service set out in Clause 8.7 is terminated and replaced with the service set out in Clause 8.4 above which is charged as per clause 2.1 of section Colocation Services of the Price List.

**8.8.** Organization and provision of structured cabling systems

8.8.1. Cross-connection within the Colocation Facility

8.8.1.1. The Technical Center connects the Client's equipment installed in the Colocation Facility to other equipment of the same Client/another Client placed in the Colocation Facility. This service includes:

- Work on Equipment connection;
- Provision of a patch cord for the equipment cross-connection;
- Provision of Structured Cabling System to facilitate equipment cross-connection.

8.8.1.2. The service may vary depending on connection type:

- Network x-connect: copper cable;
- Network x-connect: fiber optic cable.

8.8.1.3. The service is provided if Client equipment has been installed in the Colocation Facility in accordance with the Rules.

8.8.1.4. If Clause 8.1.3 hereof is applicable and the Client arranges cross-connection on its own within its dedicated rack, or cross connection is enabled between the Client's dedicated racks, the cross-connection service fee is not charged.

## 8.8.2. Connecting Client equipment to equipment of an authorized network provider

8.8.2.1. The Technical Center connects the Client's equipment installed in the Colocation Facility to authorized network provider equipment placed in the provider's point of presence (a dedicated rack for installing providers' equipment) in the Colocation Facility. The service includes:

- Work on Client's equipment connection to the network service provider's equipment;
- Provision of a patch cord for connection to provider's equipment;
- Provision of Structured Cabling System for connectivity to provider's equipment.

8.8.2.2. The service may vary depending on connection type:

- Connection: copper cable;
- Connection: fiber optic cable.

8.8.2.3. The service is provided if Client equipment has been installed in the Colocation Facility in accordance herewith.

## 8.9. Connection of receiving devices (GPS, GLONASS)

8.9.1. The Technical Center may install the Client's receiving device of global positioning systems such as GPS or GLONASS on the antenna site on the Data Center roof and connect it to the Client's equipment located in the Colocation Facility. The service includes:

- Space on the Data Center's roof for placing a receiving device of the Client;
- Connection between the receiving device and the equipment in the Colocation Facility;
- Provision of organizers inside racks and/or trays between racks to store cables.

8.9.2. Requirements for cable layout diagrams, as well as cable types and interfaces used for connections to establish and deliver structured cable systems to the Client are set out in section "Network Connectivity" of the Colocation Procedures.

## 8.10. Related services

#### 8.10.1. Provision of two extra IP/MAC addresses

8.10.1.1. The Client is provided with two (2) extra IP/MAC addresses.

8.10.1.2. The service is provided if the Client's equipment has been connected to MOEX's Trading Network by the Network Center.

#### 8.10.2. Provision of 16 extra IP/MAC addresses

8.10.2.1. The Client is provided with sixteen (16) extra IP/MAC addresses.

8.10.2.2. The service is provided if the Client's equipment has been connected to MOEX's Trading Network by the Network Center.

**8.11.** The one-off fee is charged if applicable, for the services specified in Section 8 above in addition to the monthly fee according to the Price List for using supplies provided.

**8.12.** The Services provided under clauses 8.8 and 8.10 are terminated from 1 January 2021. The last day these Services will be provided is 31 December 2020.

**8.13.** Termination of the Services set out in clauses 8.8 and 8.10 above does not relieve the Parties from the obligations set out in clause 4 above.

### **9. Technical support and maintenance**

#### **9.1. Notifications**

9.1.1. To inform clients, the Technical Center organizes a 24-hour information system at <http://www.moex.com/>.

9.1.2. Clients may also be informed by phone on +7 495 363 32 32 (from 09:00 am to 20:00 MSK on business days).

#### **9.2. Technical Center's support service**

9.2.1. On request from a Client, the Technical Center's support service coordinates work, changes service configuration, settles problems, remedies shortages, and delivers technical specifications and recommendations. The technical support is included in the amount of this agreement.

9.2.2. The Technical Center's support service opens from 09:00 am to 20:00 pm MSK on business days.

9.2.3. Clients may contact the Technical Center by:

- Phone at +7 (495) 363 32 32, ext. 10100 from 09:00 am to 20:00 MSK on business days;
- Phone at +7 (495) 733-95-07 (Unified Moscow Exchange Group support

service) from 08:00 am to 24:00 MSK on business days;

- Email 24/7 at colo@moex.com or help@moex.com (with case number given automatically);
- Via the information system at <http://www.moex.com> 24/7;
- By sending notifications to the public addresses of the Technical Center.

9.2.4. If contact details of the Technical Center's support service are changed, the Technical Center notifies clients thereof in due course.

### 9.3. Requests, response time

9.3.1. When contacting the Technical Center's support service, a Client shall deliver case description (with as much detail as possible), its severity level and a designated employee.

9.3.2. Cases are assigned severity level as follows:

- Critical. A service is totally or almost totally unavailable or inoperable.
- Serious. A service is unavailable or inoperable in part, or its velocity, capacity, performance or other parameter has deteriorated.
- Potential. A Client has identified a problem or a potential problem which had not had a serious impact on the service so far.
- Scheduled. A Client is going to implement changes which require reconfiguration or other action by the administrator.

9.3.3. The case severity level may be changed if a Client and/or the Technical Center finds out that the level was determined inaccurately.

9.3.4. Requests are sent to the support service in any of the ways established in Clause 9.2.3 hereof.

9.3.5. Critical cases should be delivered by email with a phone call followed up.

9.3.6. The Technical Center provides the following response time for cases depending on their severity:

Severity level	Response time
Critical	One hour
Serious	Four hours
Potential	Two business days
Scheduled	Two business days

The response time given above is for requests received and processed during working hours of the support service. Response time for requests received

outside normal working hours may be extended respectively.

9.3.7. The response time given above implies that a specialist of the Technical Center starts processing a request within a given timeframe, and then make the following steps depending on the request's complexity, type and size:

- Solves the problem and sends a relevant report to the Client;
- Provides a time schedule for solving the problem or recommendations for a workaround;
- Starts the recovery;
- Determines the need for further diagnostics and starts such diagnostics if needed;
- Diagnoses a problem out of the Technical Center's area of responsibility and provides the Client with problem analysis;
- Carries out the diagnostics or analysis, or contact the Client's designated employee to agree further steps.

9.3.8. The response time does not include time spent to contact a responsible employee of a Client (including time spent to clarify information needed to solve the problem), and time needed to authorize its representative (if necessary).

9.3.9. Works to solve a problem (including diagnosis) may be partially postponed pursuant to Section on "Works and Maintenance in Colocation Facility" of the Colocation Procedures.

9.3.10. The Technical Center notifies a Client if necessary, on the resolution of a problem after relevant works are completed. At the request of a Client to the Support Service, the Technical Center provides information on the resolution of a problem or the status of an ongoing issue.

#### **9.4. Technical Support**

9.4.1. The Technical Center provides support services within the framework of services specified in Section 8 hereof and ordered by a Client.

9.4.2. Support services includes the following items:

- Acceptance and handover of equipment when it is delivered to/taken out of the Data Center;
- Mounting/demounting equipment into/from racks (when it is installed or taken out, needs repairing, etc.);
- Connecting/disconnecting equipment (when cross connections are activated/deactivated, or equipment is mounted/demounted);
- Visual diagnosis of equipment operation;

- Notifying Client's support services on scheduled maintenance in the colocation facility;
- Provision of prompt notifications to Client's support services on the service interruption following an outage;
- Accompanying a Client's representative to the Client's equipment at the DC;
- Provision of access to the Client Room for a Client's representative;
- Provision of a remote access to equipment (IP-KVM);
- Change of hot-swappable components that were provided by the Client beforehand;
- Turning equipment on and off,
- hard resets.

9.4.3. All works are done in accordance with Section on "Works and Maintenance in the Colocation Facility" of the Colocation Procedures.

9.4.4. Recommendations for coordinating the process of requesting and going through technical support are given in the "Requesting the services of the Technical Center" section of the Colocation Procedures.

9.4.5. Works are done if technically possible.

9.4.6. The Technical Center is entitled to refuse to perform certain tasks if it considers them irrelevant, inconsistent with services ordered by a Client, or exceeding service size/frequency/duration limits established by the Technical Center.

## **10. Market Data Policy**

**10.1.** This Agreement does not cover the provision of Market Data to Clients.

**10.2.** If a Client is technically capable to access Market Data while using services under the contract, it is entitled to use such data only for purposes and subject to terms established in the Moscow Exchange Market Data Policy. The policy is available on the Moscow Exchange's website at <http://www.moex.com/ru/datapolicy>.

**10.3.** The Exchange or a person authorized by the Exchange is entitled to verify how a Client uses Market Data (the «data audit»).

**10.4.** Clients are liable for any breach of terms of market data use in accordance with the Market Data Policy.

## 11. Anti-bribery policy

**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.

## 12. Banking details

Full corporate name:

Public Joint Stock Company Moscow Exchange MICEX-RTS.

Registered at:

13 Bolshoy Kislovsky per 125009 Moscow Russian Federation.

Mailing address: same as place of business.

OGRN (Primary State Registration Number): 1027739387411

INN (Taxpayer Identification Number): 7702077840;

KPP (Tax Registration Reason Code): 997950001

<b>Banking details for payments in RUB:</b>	<b>Banking details for payments in USD:</b>	<b>Banking details for payments in EUR:</b>
<b>Beneficiary:</b> Public Joint Stock Company Moscow Exchange MICEX-RTS <b>INN/KPP:</b> 7702077840/997950001 <b>Settlement account:</b> 40701810300020001237 With Sberbank BIC: 044525225 Correspondent account: 30101810400000000225	<b>Correspondent Bank:</b> JPMORGAN CHASE BANK, NEW YORK, Acc. 400-806789, swift: CHASUS33  <b>Beneficiary Bank:</b> Joint Stock Company UniCredit Bank, (AO UniCredit Bank) Adress: 9 Prechistenskaya emb., Moscow, Russia 119034, SWIFT: IMBKRUUM  <b>Beneficiary:</b> MOSCOW EXCHANGE Acc. 40701840800010005341	<b>Correspondent Bank:</b> UNICREDIT BANK AG, MUNICH, Acc. 69102336, swift: HYVEDEMM  <b>Beneficiary Bank:</b> Joint Stock Company UniCredit Bank, (AO UniCredit Bank) Adress: 9 Prechistenskaya emb., Moscow, Russia 119034, SWIFT: IMBKRUUM  <b>Beneficiary:</b> MOSCOW EXCHANGE Acc. 4070197820001027120

## 13. Appendices

Appendix 1. Service Request Form;

Appendix 2. Service Change Form;

Appendix 3. Notice of Contract Termination;

Appendix 4. Client Equipment Revision Certificate.



# Appendix 1 to the Moscow Exchange Colocation Services Rules

## Заявление о выборе услуг/ Service request form

Наименование Клиента/ФИО\* (Client name): \_\_\_\_\_ ;  
ОГРН/серия и номер паспорта\* (OGRN/passport No): \_\_\_\_\_ ;  
ИНН/КПП (Taxpayer ID): \_\_\_\_\_ / \_\_\_\_\_ ;  
Реквизиты (Bank details): \_\_\_\_\_ ;  
Юридический адрес:/дата и место рождения\*(Address): \_\_\_\_\_ ;  
Адрес электронной почты (Contact e-mail): \_\_\_\_\_ .  
\* Указывается при заполнении Заявления физическими лицами/ Only applies to an individual.

№	Наименование услуги/ Service name	Единица измерения/ Measure unit	Количество/ Quantity
1.	Размещение оборудования Клиента без выделения стойки/ Equipment co-location in a shared rack	1U (500W)	
2.	Размещение оборудования Клиента в выделенной стойке/ Equipment co-location in a dedicated rack	До 6кВт/ Up to 6kW	
3.	Изменение ограничения по электрической мощности выделенной стойки до 7 кВт: / Changing the electrical power limit of a dedicated rack to 7 kW:	Изменение До 7 кВт./ Up to 7kW	
4.	Подключение приемных устройств (GPS, ГЛОНАСС) Клиента/ Connection of receiving device of global positioning systems (GPS, GLONASS)	1 подкл./ 1 connection	
5.	Резервирование выделенной стойки с возможностью хранения в ней оборудования до 3 месяцев/ Reservation of dedicated rack for up to 3 months	1 Стойка/ 1 Rack	
6.	Хранение материалов Клиента в индивидуальной сейфовой ячейке / Storage of materials in individual safe box	1 Ячейка/ 1 Safe box	
7.	Кросс-соединение с использованием кабеля выбранного типа**	Медный/ Copper	
		Оптоволоконный/ Fiber-optic	
8.	Подключение оборудования Клиента к оборудованию Аккредитованного оператора связи с использованием кабеля выбранного типа**	Медный/ Copper	
		Оптоволоконный/ Fiber-optic	
9.	Предоставление дополнительных IP-адресов из адресного пространства сети передачи данных Оператора Связи для подключения к ТКС МБ, в том числе - для получения данных в режиме резервирования по технологии мультикаст**	2 IP	
		16 IP	

\*\* Услуги 7, 8, 9 прекращают действие с 01.01.2021, последний день оказания услуг 31.12.2020.

Особые условия  
Special conditions

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От ПАО Московская Биржа/ On behalf of Moscow Exchange PJSC

От Клиента/ On behalf of the client

\_\_\_\_\_  
Дата подписания Заявления  
Date of acceptance «\_\_» \_\_\_\_\_ 20\_\_ г./

\_\_\_\_\_  
Дата подачи Заявления  
Service request date «\_\_» \_\_\_\_\_ 20\_\_ г./

Заявление подается в соответствии с Правилами оказания услуг в области информационных технологий Публичного акционерного общества «Московская Биржа ММВБ-РТС» / The Service request form should be sent in accordance with PJSC Moscow Exchange MICEX-RTS Information Technology Services Rules

## Appendix 2 to the Moscow Exchange Colocation Services Rules

Заявление об изменении услуг/ Service change form № \_\_\_\_\_ к Договору \_\_\_\_\_/CL

Наименование Клиента/ФИО\* (Client name): \_\_\_\_\_

\* Указывается при заполнении Заявления физическими лицами/ Only applies to an individual.

№	Наименование услуги/ Service name	Единица измерения/ Measure unit	Кол-во подключаемых услуг/ Service qty to be enabled	Кол-во отключаемых услуг/ Service qty to be disabled
1.	Размещение оборудования Клиента без выделения стойки/ Equipment co-location in a shared rack	1U (500W)		
2.	Размещение оборудования Клиента в выделенной стойке/ Equipment co-location in a dedicated rack	До 6кВт/ Up to 6kW		
3.	Изменение ограничения по электрической мощности выделенной стойки до 7 кВт: / Changing the electrical power limit of a dedicated rack to 7 kW:	Изменение До 7кВт./ Up to 7kW		
4.	Подключение приемных устройств (GPS, ГЛОНАСС) Клиента/ Connection of receiving device of global positioning systems (GPS, GLONASS)	1 подключение/ 1 connection		
5.	Резервирование выделенной стойки с возможностью хранения в ней оборудования до 3 месяцев /Reservation of dedicated rack for up to 3 months	1 Стойка/ 1 Rack		
6.	Хранение материалов Клиента в индивидуальной сейфовой ячейке / Storage of materials in individual safe box	1 Ячейка/ 1 Safe box		
7.	Кросс-соединение с использованием кабеля выбранного типа**	Медный/ Copper		
		Оптоволоконный/ Fiber-optic		
8.	Подключение оборудования Клиента к оборудованию Аккредитованного оператора связи с использованием кабеля выбранного типа**	Медный/ Copper		
		Оптоволоконный/ Fiber-optic		
9.	Предоставление дополнительных IP-адресов из адресного пространства сети передачи данных Оператора Связи для подключения к ТКС МБ, в том числе - для получения данных в режиме резервирования по технологии мультикаст**	2 IP		
		16 IP		

\*\* Услуги 7, 8, 9 прекращают действие с 01.01.2021, последний день оказания услуг 31.12.2020.

Особые условия  
Special conditions

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От ПАО Московская Биржа/ On behalf of Moscow Exchange PJSC

От Клиента/ On behalf of the client

\_\_\_\_\_  
Дата подписания Заявления  
Date of acceptance « \_\_\_\_\_ » \_\_\_\_\_ 20\_\_г./

\_\_\_\_\_  
Дата подачи Заявления  
Service request date « \_\_\_\_\_ » \_\_\_\_\_ 20\_\_г./

**Appendix 3 to the Moscow Exchange Colocation Services Rules**

<on the company's letterhead>

Moscow Exchange

**Notice of Contract Termination**

Please accept this as a notice to terminate the Colocation Service Agreement No. \_\_\_\_\_ dated \_\_\_\_ \_\_\_\_\_ 20\_\_ entered into between us and Public Joint Stock Company Moscow Exchange MICEX-RTS.

**On behalf of the Client**

\_\_\_\_\_  
\_\_\_\_\_

Date

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

## Appendix 4 to the Moscow Exchange Colocation Services Rules

### Акт сверки оборудования Клиента/ Client Equipment Revision Certificate

г. Москва/Moscow

« »

20\_\_

№	Наименование/Description	Серийный №/Serial No	Примечания/Comments
1.			
2.			
3.			
4.			
5.			

**От Технического центра/On behalf  
of the Technical Center**

\_\_\_\_\_  
\_\_\_\_\_

**От Клиента/On behalf of the  
Client**

\_\_\_\_\_  
\_\_\_\_\_