

## **APPROVED**

by Moscow Exchange

Order No. МБ-П-2022-2057 dated 03 October 2022

### **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 are published on the Technical Centre's website 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 under these Rules are regulated also by the Moscow Exchange Colocation Procedures (the "Colocation Procedures"). The Procedures may be amended or supplemented at any time. The Colocation Procedures as amended and supplemented are 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.

**Authorised 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

**Structured cabling system (SCS)** - a set of cables and switching 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 shall continue in full force and effect for one year and will renew for additional one-year terms unless either Party provides termination notice according to the relevant provisions of these Rules. The Contract can be renewed for an unlimited number of terms. The place of the Contract shall be the city of Moscow. The Technical Center is entitled to deny certain services to the Client including for technical reasons.
- 2.3.** The parties shall be governed by the provisions of these Rules from the time the Technical Centre receives the application for services until the conclusion of the Contract. The date on which the application for services is signed by the Technical Centre shall be the date on which the provision of services begins.

### **3. Termination procedure**

- 3.1.** Either party may withdraw from the Contract as a 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 release either party from its liability to pay for the Services rendered prior to termination. In case of termination, the Parties must discharge their mutual payment obligations under the Contract by the termination date.

### **4. Payment for Services**

- 4.1.** The Technical Center charges a fee for the services provided under the Contract in accordance with the Price List. Payment for the services, including reimbursement of the costs incurred by the Technical Centre shall be made on the basis of the invoice through bank transfer to the current account of the Technical Centre.
- 4.2.** The fees for the Services are set out in the Price List. The fees are quoted in Russian Rubles exclusive of VAT. VAT shall be charged as an extra amount in accordance with the laws of the Russian Federation in force at the time of provision of the Service. Fees set in Russian roubles apply to clients from Eurasian Economic Union member states, international companies, as well as branches, permanent representative offices and other stand-alone or independent structural subdivisions of non-residents located in the Russian Federation and the Eurasian Economic Union. The fees set in foreign currency apply to other non-resident clients; invoices for Services charged in foreign currency can be denominated in a currency as may be selected by the client, or in the Russian rouble, which is announced by the client by sending a free-form notification to the email address of the Technical Centre. In such case the invoice is issued as calculated at the exchange rate of the Bank of Russia on the date of the certificate of services rendered.
- 4.3.** The Technical Centre reserves the right to index the fees in the Price List annually, based on the rate of inflation as calculated by the authorised state agency of the Russian Federation.
- 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.** The Client shall pay for the Services on the basis of the invoices issued by the Technical Centre. Invoices for payment for the Services shall be issued in the following order:
  - 4.6.1.** in RUB at fee rates set in RUB for Clients from Eurasian Economic Union member states (Russia and non-residents of the Russian Federation, i.e Belarus, Kazakhstan, Armenia and Kyrgyzstan), international companies, as well as branches, permanent representative offices and other separate or independent structural subdivisions of non-residents located in the Russian Federation and Eurasian Economic Union;
  - 4.6.2.** in USD or EUR (if applicable) at the rates set in USD or EUR for other non-

resident customers; for the Services for which tariffs are set both in USD and EUR, customers can choose the preferred billing currency by sending a free-form notice to the email address of the Technical Centre.

- 4.7.** The Client may entrust a third party to pay for the Services. Making the payment through the third-party evidences that the Client has entrusted this third party to make payments and the Client and the third party have agreed upon the payment. In this case, the Client and the third party must not assert to the absence of the third party's intention and/or authority to make the payment 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.** The Parties shall have the right to exchange accounting source documents (statements, invoices, tax invoices) electronically using an enhanced electronic signature through the electronic document management operator Kontur (the "EDI Operator") via the Diadoc electronic document management system. In case the Client 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.
- 4.9. One-off fees**
- 4.9.1. Any one-off fee (if applicable) will be included into the invoice for monthly fees payable for the month in which the service was ordered.
- 4.9.2. The manner in which the said invoice shall be sent and the obligation to pay thereof shall be determined in accordance with Clause 4.9 of these Rules.
- 4.9.3. After the service paid with a one-off fee was provided, the parties shall sign a service acceptance statement. The service acceptance statement is executed in two copies and sent by the Technical Center to the Client in the month following the month in which the service was provided. 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 concerning the provision of the services, it shall send them in writing to the Technical Center within five business days of receiving the service acceptance statement. In case the Client fails to submit the service acceptance statement or written objections thereto within the established timeframes, the services are considered to have been provided in full.
- 4.10. Monthly fees**
- 4.10.1. The Technical Centre invoices the monthly instalments at the end of the month and sends them to the Client.
- 4.10.2. 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).
- 4.10.3. 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 the invoice, it shall be obliged to apply to the Technical Centre by the 15th (fifteenth) day of the month following the chargeable month for a new invoice (the due date of the obligation to pay shall not change).

- 4.11.** If the Client fails to pay on time, the Technical Center may:
- demand payment of penalties calculated as zero point zero five per cent (0.05%) of total amount due for each day of delay;
  - suspend the provision of services to the Client under the Contract after 30 (thirty) calendar days of delay (in case of suspension of the provision of services, the accrual of monthly payments shall also be suspended).
- 4.12.** As a measure to secure the fulfilment of the Client's obligations, the Technical Centre may withhold the Client's equipment until the overdue obligation has been fulfilled, should the Customer fail to pay for the services in due time.
- 4.13.** If the service period was less than one full month, the monthly fee is charged pro rata to the actual service period.
- 4.14.** Upon the end of the month in which the services were provided, the parties shall sign a service acceptance statement. The service acceptance statement is executed in two copies and sent by the Technical Center to the Client in the month following the month in which the service was provided. 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 concerning the provision of the services, it shall send them in writing to the Operator within five business days of receiving the service acceptance statement. In case the Client fails to submit the service acceptance statement or written objections thereto within the established timeframes, the services are considered to have been provided in full.
- 4.15.** The Client shall compensate the Technical Centre for the costs related to the fulfilment of the Contract, previously agreed upon with the Client and documented, including travel costs; costs related to the elimination of faults on the Client's equipment; costs of purchasing and setting up additional equipment necessary to ensure security of the Client in the Collocation Facility, and other costs. The total amount of expenses includes also payment made by the Technical Center in favor of any third parties.
- 4.16.** 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.
- 4.17.** The manner in which the said invoice shall be sent and the obligation to pay thereof shall be determined in accordance with Clause 4.5 of these Rules.
- 4.18.** The name and amount of expenses incurred by the Technical Centre and payable by the Client shall be specified in the monthly service statement.
- 4.19.** During the period of the Contract and for three (3) years afterwards, by virtue of Article 406.1 of the Russian Civil Code, the Client must reimburse the Technical Center in respect to any losses sustained by the Technical Center as a result of making it liable for breach of the law on currency regulation and currency control due to a delay in payment of an outstanding invoice or invoices by the Client or the third party involved by the Client under clause 4.7 above (the "Losses").
- 4.19.1. The amount of Losses that are subject to reimbursement by the Client is determined based on the decision to hold the Technical Center liable issued

by the currency control authority.

4.19.2. The Client pays for Losses within sixty (60) calendar days of receiving the relevant letter of demand from the Technical Center. The letter shall also contain the copy of the decision to hold the Technical Center liable issued by the currency control authority. The Technical Center shall send the letter of demand to compensate for the Losses within five (5) business days of receiving the decision from the currency control authority.

4.19.3. The Client acknowledges and agrees that the Losses are subject to compensation to the benefit to the Technical Center even if the Contract has been declared void or invalid.

## **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 Centre shall not be liable for:

- Loss of profits, save for wilful default;
- 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 provision of all or certain types of services rendered in accordance with these Rules in case of non-compliance by the Client with these Rules, requirements of the Regulations and other internal documents of the Technical Centre;
- suspension of all or certain of the services provided under these Rules in the event of an emergency shutdown of equipment for the reasons set out below.

**5.3.** Reasons that can cause an emergency shutdown of equipment:

- emergencies in the Data Centre;
- force majeure circumstances;
- exceeding the limits of normal equipment operation (including energy consumption and heat dissipation parameters);
- threat of damage to other customers' equipment, DC infrastructure, and life and health of people;
- 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;
- when unforeseen situations arise which, in the opinion of the Technical Centre, may result in total 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 such a case, the Technical Centre would notify the Client of the disconnection at the earliest opportunity. 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: the Client has been duly registered and operating legal entity or individual having all necessary rights to enter into and perform the Agreement; the signatory has sufficient authority to execute the Agreement; and 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. The 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 Colocation Procedures.
- 8.2.8. Works to install the equipment are carried out in accordance with Works in the Colocation Facility of the Colocation Procedures.

**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 fess charged for placing the equipment in the dedicated rack per clause 2.1 of the Price List.

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

- 8.5.1. The Client is provided with a cell in the vault cabinet located in the Colocation Facility.
- 8.5.2. The access procedure and the prohibited list of items are set out in the Storage Facility section of Colocation Procedures.
- 8.5.3. The fee for safekeeping the Client's property is charged as per clause 5, section Colocation Services of the Price List.

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

- 8.6.1. The Client may use a rack to mount and switch its equipment.
- 8.6.2. During the term, the rack has no power supply.
- 8.6.3. The fee is charged according to clause 4, section Colocation Services of the Price List.
- 8.6.4. 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.



## **8.7. Connection of receiving devices (GPS, GLONASS)**

8.7.1. 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.

8.7.2. 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.

## **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](mailto:colo@moex.com) or [help@moex.com](mailto: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 stated in paragraph 9.2.3 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. The severity of a case is determined according to the following scale:

- 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 paragraph 9.2.3 above.

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 3 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 include also:
- 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;
  - Prompt notifications to the Client's technical support services of any downtime resulting from 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-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 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 will 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 address:

13 Bolshoy Kislovsky Pereulok Moscow Russia 125009

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>
<p><b>Beneficiary:</b> Public Joint-Stock Company Moscow Exchange MICEX-RTS <b>INN/KPP:</b> 7702077840/997950001 <b>Acc.</b> 40701810300020001237 With Sberbank of Russia BIC: 044525225 Correspondent account: 30101810400000000225</p>	<p><b>Correspondent Bank:</b> JPMORGAN CHASE BANK, NEW YORK, Acc. 400-806789, swift: CHASUS33  <b>Beneficiary Bank:</b> Joint Stock Company UniCredit Bank Address: 9 Prechistenskaya emb., Moscow Russia 119034, SWIFT: IMBKRUUM  <b>Beneficiary:</b> MOSCOW EXCHANGE Acc. 40701840800010005341</p>	<p><b>Correspondent Bank:</b> UNICREDIT BANK AG, MUNICH, Acc. 69102336, swift: HYVEDEMM  <b>Beneficiary Bank:</b> Joint Stock Company UniCredit Bank Address: 9 Prechistenskaya emb., Moscow Russia 119034, SWIFT: IMBKRUUM  <b>Beneficiary:</b> MOSCOW EXCHANGE Acc. 4070197820001027120</p>

## **13. Appendices:**

Appendix 1 Service Request Form;

Appendix 1 Service Change Form;

Appendix 3. Notice of Contract Termination.

# 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	

Особые условия  
Special conditions

---

---

---

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 ММББ-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		

Особые условия

Special conditions

---

---

---

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\_\_