

*Approved  
December 16, 2019  
with the effective date of December 16, 2019*

## **Public Information Service Offer**

Moscow

This offer is made by Public Joint Stock Company Moscow Exchange MICEX-RTS (Moscow Exchange) to Non-resident and Resident legal entities and individuals (the Users), with regard to Information services and the manner and terms by which they are provided. This offer is a public offer pursuant to Article 437 of the Civil Code of Russia.

This Offer as published on Moscow Exchange's website is to be deemed to have been accepted by the User in full and unconditionally if the User completes an application (consent) (hereinafter the Application) for Information services in the manner and subject to conditions set forth herein and pays for such services based on an invoice issued from Moscow Exchange following the Application submission.

The Offer acceptance means that the User has read and agreed with terms of this Offer including all terms (and the manner in which the services will be rendered) by which the Information services will be provided.

The Offer acceptance is equivalent to signing an Information Service agreement with Moscow Exchange in the manners and on the conditions determined herein. If a User was not properly authorised by a legal entity to accept this Offer, he takes full individual responsibility to comply with the Offer.

By accepting this Offer in full and expressly, a User (subject of personal data) gives consent to Moscow Exchange for personal data to be processed. Such personal data is provided by the User at registration on the Exchange's website and in a completed Order. Moscow Exchange assumes that the User submits accurate and complete personal data and does not verify it.

1. Terms used herein have the following meanings:

- 1.1. **The Exchange** means Public Joint Stock Company Moscow Exchange MICEX-RTS.
- 1.2. **The Exchange's Software and Hardware Suite** (the SHS) means a set of computing facilities, software, data bases, telecommunication tools, and other Exchange equipment that ensures maintenance, safekeeping, processing, and disclosure of data required for on-exchange trades in financial instruments to be executed and settled, and for services to be provided with regard to market data of the Exchange and other organisers of trading under agreements between the Exchange and such organisers of trading.
- 1.3. **Index** means any figure that is regularly determined by the Exchange using values of trades in securities executed on the Exchange and that tracks changes in the aggregate value of a certain group of securities.
- 1.4. **Information Product** means a set of Market Data or Index Reports available to the User pursuant to the Offer and the Application.
  - 1.4.1. **Market Data** means digital data or other non-confidential records of the course and results of trading on the Exchange as well as data messages of the Exchange that have been processed or systemised with the help of the exchange's software & hardware and equipment, that are held in the exchange's database, which the Exchange has the right

to use in accordance with Russian legislation. Market Data is grouped into the following domains:

1.4.1.1. **Real Time Market Data** means MOEX market data with a delay of less than 15 minutes from appearing in the Exchange's SHS. It includes the current day's trades (non-personalised data) in the form of chronological trade register, prices, and aggregate sizes of best bids/asks (non-personalised data, except for negotiated and OTC trades). Such data is grouped to the following Information products (blocks):

- a. **EQUITIES:** all trading parameters on a real time basis for all shares, fund units, and depository receipts available on the Exchange;
- b. **BONDS:** all trading parameters on a real time basis for all bonds available on the Exchange;
- c. **CURRENCIES:** all trading parameters on a real time basis for all FX market instruments available on the Exchange;
- d. **FUTURES & OPTIONS:** all trading parameters on a real time basis for all derivative instruments available on the Exchange;
- e. **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.

1.4.1.2. **End-of-Day History** means MOEX Market Data for a specific period of time that is grouped chronologically in the form of the following Information products (blocks):

- a. **Aggregated results:** end-of-day aggregated trading results (prices, volumes, and quantities) exclusive of non-personalised trade and order registers;
- b. **Non-personalised exchange trade registers:** chronological trade registers (non-personalised data) per day of a given period;
- c. **Trading results for modes intended for qualified investors:** trading results per period (without trade registers) for modes eligible for qualified investors only. Such trading results are also for securities admitted to trading modes for qualified investors.

1.4.1.3. **Archive Data** means end-of-period Market Data in the form of the following Information Products (blocks):

- a. **Full Order log** - register of all transactions (anonymous, impersonal data) concluded during certain time period, and all orders (bids and asks, anonymous, impersonal data) placed during certain time period, sorted in chronological order.
- b. **Order log** - register of all transactions (anonymous, impersonal data) concluded during certain time period, and best orders (best bids and best asks, anonymous, impersonal data) placed during certain time period, sorted in chronological order.

1.4.2. **Index Report** means a data and analytics product compiled daily at the close of trading. It includes the list of securities in the Index with their closing values and other statistic and dynamic parameters used to calculate the Index, the Index value and other information that may influence, directly or indirectly, the Index.

1.5. **Tariffs for Information products (blocks)** (hereinafter the Tariffs) means Moscow Exchange fees, as amended from time to time, for providing Market Data and Index Reports.

1.6. **Payment for the Moscow Exchange's services** - an amount of cash calculated as per the Tariffs and User's Application that is payable to Moscow Exchange for its provision of a password-based access to the Information Products (blocks).

1.7. **Derived Data** means numerical data including indexes and indicators calculated on the basis of Market Data, provided that the numerical values of the Derived Data distinguish from the values of the initial Market Data used for the calculation and that the algorithm of calculation does not

allow for reverse calculation of the initial Market Data.

- 1.8. **Russian Federation residents** mean individuals having their permanent place of residence on the territory of the Russian Federation, as well as legal entities established pursuant to Russian law and having their place of business on the territory of the Russian Federation.
- 1.9. **The Russian Federation non-residents** means individuals having their permanent place of residence outside the territory of the Russian Federation, as well as legal entities established pursuant to the Russian law and having their place of business outside the territory of the Russian Federation.
- 1.10. **Non-display Usage** means any usage of Market Data involving automatic processing Market Data, which is not purposed either for demonstrating Market Data on displays/screens, or for calculating Derived Data designated for onward public distribution. The term is not applicable to processing the data related to prices and volumes of orders and deals of a specific person/entity in the back-office systems of this person/entity and to transmitting Market Data by data-vendors to their clients for displaying on the devices with screens (displays).

## 2. **Subject of the Offer**

- 2.1. **Moscow Exchange provides the User** with a password-based access services as to Information Products indicated in the User's Application which are published on the Moscow Exchange's website. The services (hereinafter the Information Services) are to be provided for a period indicated in the User's Application. The User shall pay for such services in the amount as per the procedure and terms set forth in the Offer.
- 2.2. Minimum service period for Information Products listed in clauses 1.4.1.1-1.4.1.2 and 1.4.2 above is one month (in terms of the present Offer 1 month equals 31 days), while the maximum service period for such products is 12 months. The minimum Information Services period for Information Products listed in clause 1.4.1.3 above herein is one business day, the maximum Services period is 10 business days.
- 2.3. Information Products are provided for information and internal non-commercial use by a User. Users are not entitled to transfer Market data and/or Index Reports 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 and/or Index Reports. Unless otherwise provided for in any agreement with the Exchange, Market Data and/or Index Reports, including those being part of the User's product, shall not be posted on the User's websites or any third parties' websites and shall not be used to calculate Derived data (including user's proprietary indices) intended for further public distribution.

## 3. **Liabilities and rights of the Offer's Parties**

### 3.1. **The Moscow Exchange undertakes to:**

- 3.1.1. Advise the User on completing the Application upon the User's request.
- 3.1.2. Bill the User as to the Information services within two business days after the User's Application date. Invoices are sent by the fax/email stated in the User's Application.
- 3.1.3. Provide the User with a password-based access to the Information products:
  - a. that are indicated in clauses 1.4.1.1-1.4.1.2 and 1.4.2 above and to the extent and for a period specified in the User's Application starting from the day of receiving the Payment for Moscow Exchange's services made by the User based on the invoice issued by Moscow Exchange as per clause 3.1.2 herein or starting from the date of receipt of confirmation of payment by the User, with

- confirmation from the bank transferring the Payment to the Exchange;
- b. that are indicated in clause 1.4.1.3 above no later than two weeks after the day when the amount of the Payment for the Moscow Exchange's services was credited to Moscow Exchange's settlement account.

### **3.2. Moscow Exchange is entitled to:**

- 3.2.1. Change the composition of the Information Products unilaterally.
- 3.2.2. Suspend Information services (upon provision of 48 hours' notice prior to the expected time of the Service suspension) for a period of time specified in the Application should the User fail to meet its obligations stipulated herein. The suspension shall take place until the User eliminates the failures in full. In this case, Payment for Moscow Exchange's services shall not be revised and returned.
- 3.2.3. Terminate Information services (upon provision of 48 hours' notice prior to the expected termination date) if the User has repeatedly failed to meet its obligations stipulated herein. In this case, Payment for Moscow Exchange's services shall not be revised or returned.
- 3.2.4. Control, including via Internet monitoring, fulfilment of the Offer conditions regarding usage of Market data, including prevention of subsequent dissemination thereof that is unauthorised and unapproved by the Exchange.
- 3.2.5. Conduct information auditing (including by involving relevant third parties) in order to control compliance of Users with the terms of the Offer. In case such an audit is planned by the Exchange, it shall give a relevant written notice to the User at least 30 (thirty) calendar days prior to the audit. The information audit procedure is set out in the Moscow Exchange Market Data Policy available on the Exchange's website at <https://fs.moex.com/files/7290>.
- 3.2.6. Cancel without notice an invoice issued as per the User's Application as well as the Application if the invoice has not been paid for over two weeks since its issue.
- 3.2.7. Cancel an Application that is not paid if it is completed incorrectly by the User.
- 3.2.8. Process personal data required to perform the Offer to which the subject of personal data is a party according to Federal Law No 152-FZ "On personal data" as of 27.07.2006.

### **3.3. The User undertakes to:**

- 3.3.1. Establish on its own a contractual relationship with a telecoms operator concerning receiving telecommunication services required for Information services to be received, namely access to Internet and creating and maintaining an electronic mailbox.
- 3.3.2. Access market data published on Moscow Exchange's website using the password and only for purposes set forth herein.
- 3.3.3. Perform the following actions:
  - a. Acquaint itself with the content and structure of the Information products, the Tariffs and examples of the Information products, as well as with the structure of the files (description of fields) containing the Market data and/or Index Reports, by referring to Moscow Exchange's website.
  - b. Register once on the Moscow Exchange's website in accordance with the procedure determined by the Exchange by inputting its login (email) and password. In this case the User shall bear responsibility for completeness and authenticity of its post and bank details and other information provided for the registration.
  - c. Refrain from giving its password to the Information products published on the Moscow Exchange's website to third parties.
  - d. Complete the Application on the Information services on Moscow Exchange's website by filling in all the Application's fields correctly, i.e. name of chosen Information product, service period, and expected start day of service. The service period shall be

a multiple of one month and meet the requirements set forth herein concerning the minimum and maximum periods for provision of Information services by the Exchange indicated in clause 2.2 herein. In addition, the User shall confirm its consent with the terms of the Offer and the Tariffs by checking the box with relevant text and choosing the option "Submit Application".

- e. Keep its postal and bank details current by changing its registration details in a timely manner on Moscow Exchange's website.
  - f. Receive an invoice issued based on its Application and transfer the Payment for Moscow Exchange's services to the settlement account of the Exchange within three business days from the invoice date.
  - g. On payment day, send a copy of the payment document confirmed by the bank by fax to +7 (495) 705-96-45 or by email to [commerce@moex.com](mailto:commerce@moex.com).
  - h. Monitor for messages regarding expiration of the Information service period sent by the Exchange to the email stated in the Application (messages are sent 10, 7, 5, 3, and 1 days before the expiration of password-based access to the Information products listed in clauses 1.4.1.1-1.4.1.2 and 1.4.2 above).
- 3.3.4. Refrain from accessing the Information products (blocks) from different devices using the same login and password simultaneously. The device shall be construed as any appliance that allows display, storage, and processing of information contained in the Information Products for personal use without the right of public dissemination of such information (for example, the User's PC with one monitor, a tablet, iPad, etc.).
- 3.3.5. Use Information Products only for the purposes contemplated herein.

#### 3.4. User is entitled to:

- 3.4.1. Accumulate, store and use Information Products received in accordance with the present Offer for its internal use.
- 3.4.2. Contact the Exchange with questions regarding filing the Application, receiving and paying the invoice, and preparing accounting documents related to provision of the Information services by the Exchange on +7 (495) 363-32-32.
- 3.4.3. Refer to the Exchange on technical issues, i.e. difficulties in registering on Moscow Exchange's website, executing the Application, accessing Information products via the Moscow Exchange's website, and incorrect information in Information Products, at +7 (495) 733 95 07 and +7 (495) 363 32 32, ext. 12345.
- 3.4.4. Arrange access to selected Information products via both a regular browser and the Exchange's special MOEX Trade Info software, intended for reviewing Market data.
- 3.4.5. Check today's status of the Application in the 'Paid services' section of Moscow Exchange's website.

#### 4. Amount and procedure of the Payment for Moscow Exchange's services

- 4.1. Amount of payment for services rendered by the Exchange to the User shall be calculated in accordance with the Tariffs effective as of the Application date that are published on Moscow Exchange's website.
- 4.2. The User pays for the Information services by transferring money (in the amount of Payment for Moscow Exchange's services) to the settlement account of the Exchange **only on the basis of the invoice issued by the Exchange** with the invoice number and date indicated in the documentation that confirms payment by the User.
- 4.3. In case the invoice is paid by a third party, the payer shall indicate the name of the company or individual (for individual Users) on behalf of which it is paying as well as the number and date of the invoice issued by the Exchange.
- 4.4. Upon receiving funds in the amount of the Payment for Information Services, the Exchange sends two original copies of the acceptance certificate (hereinafter the Certificate) and an

- invoice to the User by registered mail to the address stated by the User in the Application.
- 4.5. If the User fails to submit the signed Certificate to the Exchange or reasonable rejection to sign it within 30 (thirty) calendar days after the Certificate was send, the Certificate signed by the Exchange with a record of the User's failure to sign it shall represent the document proving the rendering the Information services to the User.
  - 4.6. The Exchange is entitled to change the Tariffs unilaterally. The Payment for Moscow Exchange's services ordered in the Applications executed prior to the Tariff change date remain unchanged.
  - 4.7. Information services are not subject to VAT pursuant to Clause 12.2, Article 149 of the Russian Tax Code, and Clause 9 of the List of Services adopted through Russian Government Decree No. 761.

## 5. **Miscellaneous**

- 5.1. Any documents send by the Exchange and the User to each other in accordance with the present Offer, including by email, shall be considered as having legal force for the Exchange and the User.
- 5.2. The User agrees that documents stated in clause 5.1 are exchanged via insecure communication channels. The User has been notified and he agrees that communication channels used for transferring messages are public and do not ensure complete protection of data transferred. The User agrees that the Exchange bears no liability for any information being revealed that is transferred via such unsecure (public) communication channels.
- 5.3. The User and the Exchange is responsible for any failure to perform or improper performance of the obligations hereunder in accordance with Russian law and the present Offer.
- 5.4. Any issues not covered in this Offer shall be addressed by the Exchange and the User in accordance with Russian law and the Moscow Exchange Market Data Policy available on the Exchange's website at <https://fs.moex.com/files/7290>.
- 5.5. The Exchange is not liable for any failures to provide the Information services due to any technical issues beyond its control, including any disruptions in functioning the Software and Hardware Complex of the Exchange, malfunctions, defects and failures of equipment, glitches and errors of software, malfunctions, disrepair, and failures of communication systems, power supply, conditioning, and environmental support systems, in case of any other force majeure circumstances and in case of problems in the operating of communication channels of the User's provider, unavailability of the User's mail server, or its refusal to process a message from the Exchange relating to the provision of the Information services under the present Offer or containing documents and/or information related to the provision of the Information services under the present Offer.
- 5.6. The User is advised to take following measures in case of problems with access to Moscow Exchange's website (the connection cannot be established or it is periodically interrupted, and/or data is updated with delays or with session suspension):
  - Attempt to establish ac connection to Moscow Exchange's website;
  - If a connection cannot be established, check the availability of the communication channel beyond the User's provider (by using commands ping, nslookup, traceroute, etc., or visiting any website known by the User);
  - Contact the Provider if the communication channel is out of operation;
  - Call +7 (495) 705-96-55, (495) 745-81-29 if the communication channel works, but there is still no stable connection with Moscow Exchange's website.
- 5.7. The Parties shall endeavour to solve any disputes which may arise between them while performing this Offer through the complaint procedure. The Party is allowed 10 (ten) business days to reply to a complaint. In the event that negotiations do not settle all issues to the mutual acceptance of the Parties, then any outstanding disputes between the Parties shall be

settled in the Arbitration Court of the City of Moscow or any general jurisdiction court (for individual Users who are not individual entrepreneurs).

**6. Addresses and bank details of Public Joint Stock Company Moscow**

**Exchange MICEX-RTS**

Mailing address: 125009, Moscow, Bolshoy Kislovsky per, 13

Located at: Russian Federation, Moscow, Bolshoy Kislovsky per, 13

Settlement account 40701810300020001237 opened with OJSC Sberbank of Russia in Moscow

BIC 044525225

Correspondent account 30101810400000000225

Taxpayer Identification Number (INN) 7702077840

RRC 997950001 Email: [commerce@moex.com](mailto:commerce@moex.com)