

## Public Information Service Offer

### Moscow

This **offer** is made by Public Joint Stock Company Moscow Exchange MICEX-RTS (Moscow Exchange) to legal entities and individuals, both Russian residents and non-residents (the "Users") to provide them with Information Services in the manner and on the terms and conditions stipulated herein. This offer is a public offer (the "Offer") in accordance with Article 437 of the Civil Code of the Russian Federation.

This Offer as published on the Moscow Exchange website is to be deemed to have been **accepted** by the User in full and unconditionally upon the completion by the User of an application (consent) (the "Application") for Information Services in the manner and under the terms set out in this Offer and payment for the services.

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 (the "Agreement") 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 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 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** is a benchmark calculated by the Exchange on the basis of trades executed on the Exchange measuring the aggregate price performance for a selection of securities.

**1.4. Indicative risk rates** means rates of upside risk (SOH) and downside risk (SOL) associated with a security, symmetrical risk rate (S0) and relative rate (d) calculated by the Non-Banking Credit Institution Central Counterparty National Clearing Centre (NCC) for the horizon of two Trading Days with the confidence probability not less than 99% (VaR(1Y, 99)).

**1.5. Information Product** means a set of Market Data, Index Reports, Indicative Risk Rates for instruments admitted to organised trading conducted by the Exchange, or Trading Repository Data, any of which is available to the User pursuant to the Agreement.

**1.5.1. Market Data** means non-confidential real time and end-of-day market data (messages, details) of Moscow Exchange, processed and systematised using the Exchange software and hardware tools and equipment, which is grouped into the following sets (blocks):

**1.5.1.1. Real Time Market Data Stream** means MOEX market data with a delay of less than 15 minutes from the moment of its appearance in the Exchange SHS, including impersonal data on orders and trades of the current trading day, which data is structured into 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;

**6. Bonds:** all real time trading parameters on a real time basis for all bonds available on the Exchange;

**b. Currencies:** all trading parameters on a real time basis for all FX market instruments available on the Exchange;

**r. Futures & options:** all trading parameters on a real time basis for all derivative instruments available on the Exchange;

**d. 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.

**1.5.1.2. 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;

**6. Non-personalised exchange trade registers:** chronological trade registers (non-personalised data) per day of a given period;

**b. 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.

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

- a. **Archives of all trades and all bids and offers** means a historic log (register) of all trades (anonymous data) and all orders (anonymous data) for a given period in chronological order;
  - b. **Archives of all trades and best bids and offers** means a historic log (register) of all trades (anonymous data) and best bids and best offers (anonymous data) for a given period in chronological order.
- 1.5.1.4. Moscow Exchange FX Fixings** means Market Data containing real-time and historical values of *FX fixings* and *foreign exchange rates* for the currency of a country expressed in a currency of another country, as defined in the Moscow Exchange Fixings Calculation Methodology published at <https://fs.moex.com/files/4225>.
- 1.5.2. 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.
- 1.5.3. Indicative risk rates for instruments admitted to trading on Moscow Exchange** means values of Indicative Risk Rates S0, S0L, S0H and relative rates d (by pairs of instruments) calculated by NCC for individual instruments admitted to trading on MOEX.
- Indicative risk rates are calculated individually for each currency and precious metal traded on MOEX's FX and Precious Metals Markets, security on the Equity & Bond Market and futures contract on the Derivatives Market. Relative rates are calculated individually for specific pairs of FX and Precious Metals Markets instruments (FX~FX), Derivatives Market instruments (DM~DM), pairs of FX Market and Equity Market instruments (FX~EM) and pairs of Derivatives and FX and Precious Metals Markets instruments (FX~DM). The rates are calculated on a daily basis, except on non-trading days on the relevant markets of the Exchange.
- 1.5.4. Trade Repository Data** means impersonal aggregated data on OTC derivatives and repo transactions, in particular, total notional values and number of OTC transactions reported to the National Settlement Depository (NSD) by financial market participants as at the reporting date or in the reporting month, by types of contracts and categories of transaction parties.
- Trade repository data are disclosed on the fourth business day from the transaction date as of the reporting date (over one calendar day) or from the date of the last calendar day in the reporting period in which transactions were concluded (over one calendar month).
- Trade repository data are not disclosed if the number of trades is less than ten on the reporting date or period.
- 1.6. Tariffs for Information Products (blocks) (hereinafter the Tariffs)** means Moscow Exchange's current fees for the provision of Information Products.
- 1.7. Exchange Service Fee** means an amount of money calculated in accordance with the Tariffs and the User's Order and payable by the User for the provision of Information Products by the Exchange.
- 1.8. Derived Data** means numerical data, including indices and indicators calculated on the basis of Information Products, which differ from the values of the initial information contained in the Information Products used for the calculation so that the algorithm of calculation of the Derived Data does not allow reproduction of the initial information contained in the Information Products.
- 1.9. Website** means the official website of the Exchange, located at the URL: <https://www.moex.com/>
- 1.10. Residents of the Russian Federation** means 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.
- 1.11. Non-residents of the Russian Federation** 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.
- 1.12. Non-display use** means any usage of Information Products, including recording, copying, systematisation, transformation, transfer, performing logical and/or arithmetic operations and other actions, performed fully or partially using computer programs (software tools, software), not aimed at: displaying information on screens (displays) and/or creating Derived Data on its basis. The processing of data in the back-office systems solely with regard to the User's orders and transactions does not constitute non-display use.
- 2. Subject matter**
- 2.1.** The Exchange renders to the User services on the provision of Information Products by providing password access to Information Products, indicated in User's Application, placed on the Website, for the period, indicated in User's Application (the "Information Services"), and User pays for these Information Services in the amount, according to the procedure and within the time frames, stipulated by the Offer.
- 2.2.** Minimum service period for Information Products listed in clauses 1.5.1.1, 1.5.1.2, 1.5.1.4, 1.5.2, 1.5.3, and 1.5.4 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 1.5.1.3 above herein is one business day, the maximum Services period is 10 business days.
- 2.3.** Information Services are deemed to be rendered from the moment the Exchange provides the User, reserved for the relevant period specified in the User's Application, with password access to the Information Products posted on the Website.

**2.4.** Information Products are provided for information and internal non-commercial use by the User. Users are not entitled to transfer Information Products, either in whole or in part, in any form and through any facilities including electronic, mechanical, photocopying, recording and other, transmit it including via television or radio broadcasting, using mobile (wireless) access facilities, or to disseminate such Market data via its local networks, mock and training systems, analytical, monitoring, automated trading (HFT), and other systems providing Non-Display Usage of Information Products. Unless otherwise provided for in any agreement with the Exchange, Information Products, either in whole or in part, 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. Obligations and rights of the Exchange and the User under the Agreement**

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

**3.1.1.** Provide, at the User's request, the consultations necessary for the User's Application for Information Services.

**3.1.2.** Provide the User with password access to Information Products:

**3.1.2.1.** specified in clauses 1.5.1.1, 1.5.1.2, 1.5.1.4, 1.5.2, 1.5.3, 1.5.4 of the Offer, to the extent and for the period specified in the User's Application from the date of receipt of the Exchange service fee, made by the User in accordance with clause 4.2 of the Offer, or from the date of receipt from the User of confirmation of making the Exchange Service Fee, confirmed by the credit institution, which transfers this Fee to the Exchange's current account;

**3.1.2.2.** specified in clause 1.5.1.3 of the Offer, not later than two weeks following the day of receipt of the Exchange Service Fee to the Exchange's current 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) 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, Exchange Service Fee shall not be revised and returned.

**3.2.3.** In case of repeated breach by the User of its obligations under the Offer, unilaterally terminate the provision of Information Services (with a notice to User 48 hours before the date of the proposed termination of Information Services). In this case, Exchange Service Fee shall not be revised and returned.

**3.2.4.** Control, including via Internet monitoring, fulfilment of the Offer conditions regarding usage of Information Products, 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 this case the Exchange shall notify the User of the audit at least thirty (30) calendar days in advance in the manner prescribed in clause 5.1. The information audit procedure is set out in the Moscow Exchange Market Data Policy available on the Website at <https://fs.moex.com/files/7290>.

**3.2.6.** Cancel, without notice to the User, the invoice issued pursuant to the User's Application and the Application if the Information Services have not been paid for more than two weeks from the date of the invoice and/or the completion of the Application.

**3.2.7.** Cancel an Application that is not paid if it is completed incorrectly by the User.

**3.2.8.** In accordance with Federal Law No. 152-FZ of 27 July 2006 "On Personal Data", to process personal data required for the performance of the Agreement.

#### **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.** Read on the Website the content and structure of ordered Information Products, Tariffs and samples of Information Products, as well as the structure of files (field descriptions) constituting Information Products;

**3.3.3.** Register once on the Website following the prescribed by the Exchange procedure, indicating its login (e-mail address) and password. In doing so, User is responsible for completeness and authenticity of the User's postal and banking details and other information provided during registration;

**3.3.4.** To make an Application for Information Services on the Website, filling in correctly all its fields: the name of the selected Information Product, term of service provision and the expected start date. 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. 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";

**3.3.5.** Keep its postal and bank details current by changing its registration details in a timely manner on the Website;

**3.3.6.** 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 1.5.1.1, 1.5.1.2, 1.5.1.4, 1.5.2, 1.5.3

and 1.5.4 above).

- 3.3.7.** Not to disclose its password for access to the Information Products on the Website to any third party and not to access 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.).
- 3.3.8.** Use Information Products only for the purposes contemplated herein.
- 3.3.9.** Provide to the Exchange and/or third parties authorised by the Exchange the opportunity to conduct information audits, including by providing access to its products, services and systems containing or using the Information Products. Access for information audits shall be provided upon a written request from the Exchange (if necessary, under the control of the User's specialists).

#### **3.4. The 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.** Contact the Exchange at +7 495 733-9507, +7 495 363-32-32 ext. 12345 with regard to technical support: problems with registration on the Website, making an application, access to Information Products posted on the Website, incorrect display of information in them.
- 3.4.4.** Arrange your access to selected Information Products, either through a standard browser or by using a specialised MOEX Trade Info programme to view Market Data.
- 3.4.5.** Check today's status of the Application in the 'Paid services' section of the Website.

#### **4. Amount of the Exchange Service Fee and settlement procedure**

- 4.1.** The Exchange Service Fee for services provided to the User is calculated in accordance with the Tariffs applicable on the date of making the Application as posted on the Website <https://fs.moex.com/files/8504>.
- 4.2.** Information Services is paid by the User on the basis of a 100% advance payment (the Exchange Service Fee) via bank transfer to the Exchange's settlement account on the basis of the invoice issued by the Exchange.
  - 4.2.1.** Within two working days of the Application date, the Exchange shall send an invoice for payment to the e-mail address indicated in the Application. Payment shall be made by the User within three business days of the invoice date indicating in the documents confirming the payment the number and date of the Exchange invoice, and in case of payment of the invoice issued to the User by a third party, indicating the name of the organisation or full name (for individual Users) for which payment is made.
- 4.3.** On the invoice payment date, the User shall notify the Exchange of the payment for the Information Services by e-mail to [commerce@moex.com](mailto:commerce@moex.com) with a copy of the payment document with a note from the executing bank.
- 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 sent, 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 Exchange Service Fee for the services ordered in the Applications executed prior to the Tariff change date remain unchanged.
- 4.7.** VAT shall be charged in addition to the Tariffs in cases stipulated by the current legislation of the Russian Federation.

#### **5. Miscellaneous**

- 5.1.** Any documents sent by the Exchange and the User to each other in accordance with the present Offer and/or Agreement, 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.** If the Exchange (including as a result of Information Audits) discovers that Information Products are used for purposes and in ways not stipulated by the Offer, the User shall, at the request of the Exchange, pay to the Exchange a fine equal to two times the amount of the unreceived Exchange Service Fee, calculated

in accordance with the Tariffs, based on the ways of using Information Products, but at least RUB 250,000 (two hundred fifty thousand) for each violation connected with the use of Information Products.

- 5.5. 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 Website at <https://fs.moex.com/files/7290>.
- 5.6. 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.
- 5.7. The Exchange shall not be liable for the achievement of any financial results associated with the use of the Information Products, nor for any losses resulting from investing on the basis of the received Information Products, nor for any investment, trading or other decisions of the User associated with the use of the Information Products.
- 5.8. The User is advised to take following measures in case of problems with access to 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 connection to the 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 the Website.
- 5.9. 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 banking 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

Bank 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)