

## **TERMS AND CONDITIONS FOR PARTICIPATION IN THE EDI SYSTEM**

**Public Joint Stock Company Moscow Exchange MICEX-RTS ("Moscow Exchange")** licensed by the Centre of the Federal Security Service of the Russian Federation for Licensing, Certification and the Protection of State Secrets to distribute encryption (cryptographic) tools and information systems protected also by such tools, operate and render services in the field of data encryption, maintenance of encryption (cryptographic) tools and information systems protected also by such tools (the **"EDI System Provider"**), on the one hand, and "the EDI Participant", on the other hand, hereinafter collectively referred to as the "Parties" and individually referred to as the "Party", hereby agree with these terms and conditions for participation in the electronic data interchange system which serve for the agreement (the "Agreement") to be executed through accession to these terms and conditions (the "Terms and Conditions"). The Terms and Conditions are published on the EDI System Provider's official website at <http://moex.com>.

### **1. SUBJECT MATTER**

- 1.1. To ensure the smooth running of the Electronic Data Interchange System (the "EDI System") in accordance with the Terms and Conditions, the EDI System Provider renders the following services to the EDI Participant pursuant to the Agreement and an appropriate application specified by the EDI Rules adopted by the Moscow Exchange authorised body (the "EDI Rules"):
  - Creating electronic signature verification key certificates including qualified ones (the "ESVKC");
  - Providing services related to electronic data interchange with the aid of digital signatures to EDI Participants that are trading and/or clearing members (the "Subscription");
  - Other services related to the arrangement of electronic data interchange in accordance with the EDI Rules (hereinafter together referred to as the "Services");
  - Authorizing to use software necessary to participate in EDI (the "Software").
- 1.2. The Services, fees for the Services provided by the EDI System Provider including Software fees (the "Fees") are given in Appendix 2 hereto. The list of Software is given in Appendix 3 hereto.
- 1.3. After signing the Agreement, the EDI Participant is granted an ordinary (non-exclusive) license to use any Software stated in Appendix 3 hereto (unless otherwise stated therein).
- 1.4. The EDI System Provider undertakes to provide services under the Subscription for EDI Participants that are trading and/or clearing members from the Agreement date. Other services purchased by the EDI Participant is stipulated in a relevant

application.

- 1.5. The EDI Participant may use the Software only during the period of the Agreement.
- 1.6. The EDI System Provider has an exclusive right for the Software.
- 1.7. The Software is to be used on the territory specified in the Agreement.
- 1.8. By signing the Agreement in the form given in Appendix 1 hereto, the EDI Participant agrees to take part in the Moscow Exchange Electronic Data Interchange System working in accordance with the EDI Rules.
- 1.9. Terms and definitions in these Terms and Conditions have meaning ascribed to them by Russian laws, regulatory acts and the EDI Rules.

## **2. RIGHTS AND OBLIGATIONS**

### **2.1. The EDI System Provider is entitled to:**

- 2.1.1. Demand the EDI Participant to comply with the EDI Rules in carrying out electronic data interchange in the system;
- 2.1.2. Set the Fees and an appropriate payment procedure;
- 2.1.3. Terminate the Agreement unilaterally if the EDI Participant fails to perform its obligations set out in these Terms and Conditions and the EDI Rules;
- 2.1.4. Update the Software unilaterally; set the essence and scope of updates to the Software. If a new computer programme with a new name is created as a result of a Software update, the EDI System Provider is entitled to change unilaterally the name of the Software in accordance with the procedure set out to change the Terms and Conditions, and change the subject matter of the Agreement, by providing a pertinent notice to the EDI Participant and concurrently publishing relevant information on its website at <http://moex.com>.  
The EDI System Provider sends a notice by email in the form of the category "V" electronic document. Such notice is delivered to mailboxes established on the EDI System Provider's email server to provide electronic interaction (if possible), or to a email stated by the EDI Participant.  
Subject matter of the Agreement is deemed to be changed after ten (10) calendar days since the EDI System Provider has send a notice unless other period is stated in such notice.
- 2.1.5. Deny the Services/Software license for an EDI Participant if documents specified in the EDI Rules have not been provided or have been unduly executed;
- 2.1.6. Amend, supplement or cancel unilaterally the EDI Rules;
- 2.1.7. Execute other rights under the EDI Rules.

### **2.2. The EDI System Provider shall:**

- 2.2.1. Provide a EDI Participant with an opportunity to carry put electronic data interchange in accordance with the EDI Rules subject to performance of all formalities specified in the EDI Rules and required to be admitted to electronic data interchange, by the EDI Participant;
- 2.2.2. Provide the Services and the right to use the Software specified in the Agreement and an associate application;
- 2.2.3. Keep information regarding passwords, IDs and cryptographic keys which

becomes available due to performing its functions in accordance with the EDI Rules, confidential;

- 2.2.4. Send monthly service acceptance certificates to an EDI Participant being the trading/clearing member with respect to the subscription. The Parties sign a service acceptance certificate to confirm the provision of any other services (such certificate are provided in two (2) copies);
- 2.2.5. send an EDI Participant with a Software license certificate in two (2) copies to confirm granting the right to use the Software;
- 2.2.6. perform other liabilities before an EDI Participant that arise under the EDI Rules.

## 2.3. EDI Participants are entitled to:

- 2.3.1. Participate in the electronic data interchange system in accordance with the EDI Rules and in electronic data interchange sub-systems in accordance with pertinent rules;
- 2.3.2. Demand provision of Services and the Software license from the EDI System Provider under the Agreement and/or an appropriate application, which Services and Software license scope and procedure are set out in the EDI Rules;
- 2.3.3. Use the Software, i.e. run it by copying, installing and starting in accordance with its immediate functional purpose;
- 2.3.4. Access the EDI services via its Customer Online Account on the EDI System Provider's website at [https://cabinet.moex.com/about?show\\_login\\_popup=1](https://cabinet.moex.com/about?show_login_popup=1) (in Russian);
- 2.3.5. Execute other rights arising out of the EDI Rules.

## 2.4. EDI Participants shall:

- 2.4.1. Comply with the EDI Rules and rules for EDI sub-systems in conducting electronic data interchange within the EDI sub-systems; monitor amendments to such rules on the EDI System Provider and EDI Sub-system Providers;
- 2.4.2. Perform all necessary actions to receive access to electronic data interchange including those stipulated in the EDI Rules;
- 2.4.3. Refrain from performing actions to disturb the EDI System's operation; inform promptly the EDI System Provider about any third parties' efforts to disturb the EDI System's operation;
- 2.4.4. Pay for Services rendered by the EDI System Provider in accordance with amounts and payments procedure established by the EDI System Provider;
- 2.4.5. Change cryptographic keys in accordance with the established schedule; inform the EDI System Provider on any compromise of such keys in due time; use its best efforts to prevent loss, disclosure and unauthorized use of such keys;
- 2.4.6. Use software and hardware received from the EDI System Provider only to carry out electronic data interchange within the EDI system;
- 2.4.7. Refrain from disassembling (i.e. converting object code into assembly-language source code); modifying, decompiling (i.e. converting object code into source code) of Software; use Software only for purposes of participating in the EDI System without the right to disseminate it to any

- third parties; refrain from performing other actions violating Russian and international copyright regulations;
- 2.4.8. Independently install, update (if a new Software notice has been received from the EDI System Provider) and adjust Software in accordance with manuals published on the EDI System Provider's website at <http://moex.com>. The EDI System Provider guarantees the Software's efficiency with respect to only hardware that meets EDI System Provider's requirements published on its website at <http://moex.com>;
  - 2.4.9. Delete Software from its equipment within one business day after the Software license was cancelled due to terminating/amending the Agreement or any other reasons set out in the Russian legislation;
  - 2.4.10. Pay on its own and at its own expense all taxes and charges it must pay due to the Agreement (pursuant also to appropriate legislation);
  - 2.4.11. Perform other liabilities before the EDI Participant that arise under the EDI Rules.

### **3. PRICES AND PAYMENT PROCEDURE**

- 3.1. Fees for the Services are given in Appendix 2 hereto. The fee for using Software is included in the fee for creating the ESVKC as stated in Appendix 2 hereto. The Services are not subject to VAT (see Appendix 2 hereto), pursuant to Sub-clause 12.2, Clause 2, Article 149 of the Russian Tax Code and Directive No. 761 of the Russian Government as of 31 August 2013. The fee for using Software is not subject to VAT pursuant to Sub-clause 26, Clause 2, Article 149 of the Russian Tax Code.
- 3.2. For EDI Participants who are clearing participants in the relevant market of the Moscow Exchange, the EDI Participant's obligations to pay for the services of the EDI System Provider, including remuneration for using the Software, are fulfilled in the form defined by the clearing rules of the CCP NCC.
- 3.3. If it is not possible to collect remuneration for Services in the manner provided for in clause 3.2. these Terms and Conditions, the EDI System Provider sends the EDI Participant an invoice in accordance with clause 3.4, clause 3.5 of these Terms and Conditions. In this case, the procedure for sending primary accounting documents provided for in paragraph 2.2.4. and 2.2.5 of these Terms and Conditions does not change depending on the payment form used by the Parties.
- 3.4. Services specified as items 1-2 in Appendix 2 hereto, are paid in RUB via bank transfer within five (5) business days after an EDI Participant receives an invoice. The payment is made to the EDI System Provider's transaction account. The Parties may establish other payment procedure in the Agreement.
- 3.5. The Subscription (see item 3, Appendix 2 hereto) is paid by EDI Participants being trading and/or clearing members, by the twentieth (20) day of the invoice month by transferring funds to the EDI System Provider's transaction account. The EDI System Provider issues the invoices by the tenth (10) day of the month following the chargeable month.

If an EDI Participant has not received an invoice within the established timeframe, it must contact the EDI System Provider regarding the invoice's duplicate by the fifteenth (15) day of the invoice month (however, the payment timeframe remains unchanged). An incomplete month is included in the payment for the first complete month, and the payment for such month remains unchanged.

#### **4. LICENSE TRANSFER; PROVISION OF SERVICES**

- 4.1. The EDI System Provider undertakes to provide an EDI Participant with the ordinary (non-exclusive) license to use Software within the time frame specified in clause 1.3 hereof. The EDI System Provider and the EDI Participant execute and sign a document to certify the Software license transfer.
- 4.2. The EDI System Provider makes Software and user manuals available by placing appropriate installation package on its website at <http://moex.com>.
- 4.3. Unless otherwise stated in the Agreement, services specified as items 1-2 in Appendix 2 hereto are provided during no more than three (3) business days after an EDI Participant furnished all necessary documents specified in clause 2, Regulations of the EDI Certification Authority. The Subscription-related services are provided during the Agreement's period.
- 4.4. The certificates specified in clauses 2.2.4 and 2.2.5 hereof, are given to an EDI Participant in accordance with requirements and time frames set out in the effective Russian legislation.
- 4.5. An EDI Participant must send a signed copy of the certificate or a reasonable objection to sign it within seven (7) business days after receiving it.
- 4.6. If an EDI Participant fails to send a signed copy of the certificate or a reasonable objection to sign it within the time frames established in clause 4.5 hereof, relevant Services are considered to have been approved by the EDI Participant and the Software license is considered to have been provided in full, without any claims or objections declared.

#### **5. FORCE MAJEURE**

- 5.1. The Parties are not liable for failure to perform their obligations, in full or in part, under the Agreement if such failure is due to a force majeure event.
- 5.2. Force majeure events are circumstances occurring after the Agreement date as a result of emergency situation which could not have been foreseen or reasonably prevented by the Party. Force majeure existence and its start and end must be confirmed by a document issued by the Chamber of Commerce and Industry of the Russian Federation or any other competent organisation.
- 5.3. If force majeure event stipulated in Clause 5.2 hereof occurs, term for the Party to perform its liabilities under the Agreement is to be extended for the period of such event and its effects. Any Party wishing to be exempted from any responsibility arising due to a force majeure event stipulated in Clause 5.2 hereof, must send a written notice to other Party on the beginning, expected period and end time of such event, and, in any case, this notice must be sent no later than three (3) business days after the event begins. In case of failure to fulfill this obligation, the breaching Party shall compensate the other Party for the losses caused by this.
- 5.4. Where a force majeure event stipulated in Clause 5.2 hereof and its effects continue to take place for more than one month or where at the beginning of a force majeure event, there are evidences that the event and its effects would take place for more than this period, the Parties shall negotiate as soon as possible to find alternative reasonable ways to fulfil the terms of the Agreement

#### **6. RESPONSIBILITY. GUARANTEES AND REPRESENTATIONS**

- 6.1. In the event a Party fails to perform its obligations under the Agreement, it is

liable in accordance with the effective Russian legislation.

- 6.2. An EDI Participant guarantees that the Agreement is signed by an authorised person and that copies of documents provided are true and do not contain corrections, errors and other discrepancies misrepresenting the content of such original documents.
- 6.3. If the payment of the Services is late for more than 30 (thirty) calendar days, the EDI System Provider may decide to suspend electronic data interchange for the EDI Participant by blocking its access to the Internet services and specialised email services.  
Access to the Internet services and specialised email services is resumed for the EDI Participant on the second day after the late payment is credited to the EDI System Provider's account.
- 6.4. The Parties have agreed that electronic documents are to be signed by the chief executive officer of the EDI Participant who acts on the basis of the Participant's constitutive documents, if such Participant uses a digital signature with the key certificate held by the legal entity/individual entrepreneur and not containing information about a person acting on behalf of such legal entity/individual entrepreneur.
- 6.5. Such legal entity is responsible for signing digital documents by using the digital signature key with the key certificate held by the chief executive officer of the legal entity/individual entrepreneur or other authorised person representing the EDI Participant.

## **7. CONFIDENTIALITY**

- 7.1. Documents and information given by the Parties to each other under the Agreement shall not be passed to any third parties without the written consent of the other Party during the agreement period and for three (3) years after its termination, except cases provided for in the Russian law and the Terms.

## **8. THE TERM OF TERMS AND CONDITIONS, AND THE AGREEMENT**

- 8.1. The Agreement takes effect from signing by authorised representatives of the Parties, and will continue for one (1) calendar year, and then for every next calendar year unless either Party notifies the other of termination at least fifteen (15) business days prior the Agreement expiry date. The Parties may establish other term in the Agreement.
- 8.2. The EDI System Provider is only entitled to amend these Terms and Conditions by endorsing relevant amendments. New versions of these Terms and Conditions and information about the coming into force thereof are published on the EDI System Provider's website at <http://moex.com>, as well as are sent by the EDI System Provider to EDI Participants in accordance with the clause 1, article 6 of the EDI Rules.
- 8.3. The EDI System Provider publishes a new version of these Terms and Conditions as well as sends information about the coming into force thereof to EDI Participants at least ten (10) calendar days before the new version comes into force.
- 8.4. If an EDI Participant disagrees with new Terms and Conditions, it may withdraw from the Agreement by giving a five (5) calendar days' notice to the EDI System Provider.



- 8.5. Either Party is entitled to withdraw from the Agreement by giving a fifteen (15) business days' notice to the other.
- 8.6. If admission to trading and/or clearing services (the Admission) has been cancelled for an EDI Participant on all MOEX markets, such EDI Participant is not liable to pay for the services related to electronic data interchange with the aid of digital signature (see item 3 of Appendix 2 hereto) starting from the next calendar day after the cancellation day.
- In this case, the payment for the services related to electronic data interchange with the aid of digital signature (see item 3, Appendix 2 hereto) for the month in which the Admission was discontinued is added to the previous month's payment. Such previous month's payment remains unchanged.
- Suspension the Admission doesn't exempt EDI Participants from the payment for the services related to electronic data interchange with the aid of digital signature (see item 3, Appendix 2 hereto).
- 8.7. The EDI System Provider may send the notice specified in clause 8.5 hereof in the manner described in clause 2.1 hereof. An EDI Participant is considered to be duly informed from the date of sending the notice.
- 8.8. The Parties will not be released from their obligations having arisen during the period of the Agreement after the Agreement expires or is terminated for any reason.
- 8.9. The termination of the Agreement does not affect the validity and procedures set put in documents signed by the digital signature of either Party before the termination date.

## **9. MISCELLANEOUS**

- 9.1. An EDI Participant has been notified about an opportunity set out in the EDI Rules to execute/amend/terminate contracts and to exchange other electronic documents not only between the EDI System Provider and the EDI Participant, but also between EDI Participants.
- 9.2. By signing the Agreement, an EDI Participant agrees to exchange electronic documents also to execute/amend/terminate contracts stated in Appendix 3 to the EDI Rules between the EDI System Provider and the EDI Participant, and between EDI Participants themselves.
- 9.3. EDI Participants agree to use digital signatures in accordance with the EDI Rules to exchange electronic documents including to execute contracts mentioned in clause 9.2 hereof, with any entities having signed an agreement for participating in EDI with the EDI System Provider. To meet Clause 2, Article 160 and Clause 2 Article 184 of the Russian Civil Code, an EDI Participant, by accessing these Terms and Conditions and signing a pertinent Agreement, authorises the EDI System Provider to agree the use of digital signature in executing/changing/terminating contracts and in exchanging other electronic documents with other EDI Participant.
- 9.4. The Parties adhere to the Russian law with regard to any issues not covered by these Terms and Conditions and the Agreement.
- 9.5. The Parties endeavour to resolve any disputes regarding the Agreement by way of negotiations within thirty (30) days. Otherwise, a dispute is to be referred to the Moscow Arbitration Court.
- 9.6. Rights and obligations of either Party under the Agreement shall not be assigned to any third parties without written consent from the other Party.

- 9.7. All amendments and supplements to the Agreement are to be made in writing and signed by authorised persons unless otherwise set out in the Terms and Conditions.
- 9.8. In case of changes to the Parties' addresses and bank details including emails, the Parties must notify each other thereof no later than three (3) business days after the changes take place.
- 9.9. Notices and messages send by the Parties to each other within the framework of these Terms and Conditions as well as the Agreement including those ones that send to notify of the change of address and bank details or any amendment to the Terms and Conditions shall be made in writing. A notice is considered as duly made if has been send in one of the following ways:
- By registered mail with return receipt requested;
  - By courier with delivery confirmation;
  - via the electronic data interchange system as an electronic message or document;
  - By email;
  - via the Customer Online Account as an electronic message or document;
  - by publishing the notice on the EDI System Provider's website;
  - in any other manner as agreed by the Parties.



**PARTICIPATION AGREEMENT  
ELECTRONIC DATA INTERCHANGE SYSTEM  
No. [●]**

Moscow  
[●]

Date

**Public Joint Stock Company Moscow Exchange MICEX-RTS** hereinafter referred to as the "EDI System Provider" represented by [●] acting on the basis of [●], and [●], hereinafter referred to as the "EDI Participant", represented by [●] acting on the basis of [●], hereinafter collectively referred to as the "Parties", and individually a "Party", have executed this adhesion contract to the then-current Terms and Conditions for Participation in the EDI System (the "Terms") published on the Moscow Exchange's website at <http://moex.com> and constituting an integral part of the Agreement.

The Parties have agreed to apply provisions of the Terms to any relations arising from this Agreement. Terms used in this Agreement are to be construed on accordance with the Terms.

Eligible territories for Software: [●].

**PARTIES' BANK DETAILS AND SIGNATURES**

	<b>EDI System Provider</b>	<b>EDI Participant</b>
Name:	Public Joint Stock Company Moscow Exchange MICEX- RTS (Moscow Exchange)	
Place of business:	Russia Moscow Bolshoy Kislovsky per, 13	
Postal address:	125009 Russia Moscow Bolshoy Kislovsky per, 13	
Taxpayer ID (INN):	7702077840	
KPP:	997950001	
Primary State Registration Number (OGRN):	1027739387411	
Settlement account:	40701810300020001237 with Sberbank, Moscow	
Correspondent account:	30101810400000000225	
BIC	044525225	
Email:	<a href="mailto:pki@moex.com">pki@moex.com</a>	

EDI System Provider:

EDI Participant:

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**List of Services.  
Fees for EDI System Provider's services**

<b>No.</b>	<b>Service</b>	<b>Fee</b> (RUB excl. VAT)
1.	Creating an electronic signature key certificate <sup>1</sup>	3,500
2.	Replacing an existing electronic signature key certificate to introduce changes <sup>2</sup>	1,000
3.	Servicing trading and/or clearing members in electronic data interchange with the aid of digital signatures <sup>3</sup>	1,500 Monthly <sup>4</sup>

<sup>1</sup> This includes also the use of Software listed in Appendix 3 to the Terms and Conditions.

<sup>2</sup> If any changes should be introduced into an existing electronic signature key certificate, a new certificate is created to replace the existing one. The expiration date of the electronic signature key for the new certificate is set equal to the expiration date of the electronic signature key for the current certificate. In this case, the replaced certificate is cancelled.

<sup>3</sup> This includes provision of the infrastructure and services to facilitate electronic data interchange with the aid of electronic signature between trading and/or clearing members and market operators and the clearing house, i.e.:

- Giving access to internet services and specialised email services used to facilitate electronic data interchange for trading and/or clearing members;
- Maintaining operational capability (i.e. configuration, support, back-up, monitoring and information security) of the EDI System Provider's technical infrastructure providing electronic data interchange with trading and/or clearing members;
- Providing centralised cryptographic processing of data within the EDI System in the process of electronic data interchange with trading and/or clearing members;
- Certifying the authenticity of the electronic signature at the request of a trading and/or clearing member.

<sup>4</sup> Payment for an incomplete month is added to the payment for the first chargeable month. In this case, the payment for the first chargeable month remains unchanged. If an EDI Participant's Admission has been discontinued, the payment for services provided to trading and/or clearing members in electronic data interchange with the aid of digital signature (see item 3, Appendix 2 hereto) for the month in which the Admission was discontinued is added to the payment for the previous chargeable month. Such previous month's payment remains unchanged.

## List of Software

No.	Software. Special conditions of use
1.	Cryptographic information protection facility "Cryptographic service provider "Validata CSP" (CIPF "Validata SCP") <i><b>Note:</b> given to EDI Participants only for use on the territory of the Russian Federation</i>
2.	Hardware and software suite "MOEX Client" <i><b>Note:</b> given to EDI Participants only for use on the territory of the Russian Federation</i>
3.	Hardware and software suite "Client of the MOEX EDI Sub-System Certification Authority"