

## 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”, “EDI 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 (the “ESVKC”);
  - Authorizing to use software, which are means of electronic signature and necessary to participate in EDI (the “Software”);
  - Providing services related to electronic data interchange with the aid of digital signatures to EDI Participants (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”).
- 1.2. The Services, the period for which the EDI Participant is granted the right to use the Software, 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 and submitting a corresponding application for the creation of the ESVKC, 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 from the Agreement date. Other services purchased by the EDI Participant is stipulated in a relevant application.
- 1.5. The EDI System Provider has an exclusive right for the Software “Client of the MOEX

EDI Sub-System Certification Authority” and “Client of the MOEX EDI Sub-System Certification Authority L”. The authority of the EDI System Provider to grant the EDI Participant the right to use the software of the “Validata CSP”, “Validata Client” and the “Validata Client L” is fixed in the relevant license agreements concluded between the EDI System Provider and the copyright holder.

- 1.6. The Software is to be used on the territory specified in the Agreement.
- 1.7. 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.
- 1.8. The EDI Agreement in the form specified in Appendix 1 to the Terms and Conditions shall be submitted by the EDI Participant in paper form with the handwritten signature of the authorised persons and the stamp (if any).
- 1.9. The EDI Agreement in the form specified in Appendix 1.1 to the Terms and Conditions shall be submitted by the EDI Participant in electronic form, unilaterally signed with an authorised person's enhanced encrypted and certified electronic signature with the qualified certificate has been issued by an alternative certification authority of the Russian Federation.

To submit the EDI Agreement in the form of an electronic document (the "ED"), the EDI Provider's Digital Platform shall be used as the electronic communication channel.

EDs shall be in the form of files in one of the following formats: DOC, DOCX, RTF, TXT, PDF.

The EDI Participant and the EDI Provider acknowledge that any ED created and transmitted according to the procedure set out above shall have the same legal effect as a hard copy document with a handwritten signature of the sender's authorised person and the EDI Participant's corporate seal (regardless of whether such document exist or not).

- 1.10. When an Electronic Document is received, the file is treated as follows:
  - It is decrypted (if necessary);
  - The digital signature is checked to prove the signatory's authority;
  - The file is checked for compliance with the established standard format and form;
  - The completeness and sufficiency of the submitted documents and information required for the conclusion and performance of the EDI Agreement is verified.
- 1.11. If all checks set out in clause 1.10 above are satisfactory, the ED is accepted for execution. Otherwise, an electronic message is sent to the ED sender stating the reason for the rejection.
- 1.12. 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. Request an advance payment for Services and Software in case of registration by a non-resident EDI Participant of the original documents (Contract, power of attorney, application) with a delay in accordance with clause 8.1 of the Terms and Conditions;
- 2.1.8. Refuse to conclude an EDI Agreement which contains incorrect, irrelevant or incomplete details, which does not comply with the established form and format, as well as in cases of failure to confirm the authority of the EDI Participant's representative when signing documents, including the EDI Agreement, failure of the EDI Participant to comply with the requirements of the Terms and Conditions and Regulations of the Certification Authority run by the EDI System Provider necessary for concluding the EDI Agreement and receiving services under the respective applications;
- 2.1.9. 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. In order to confirm the provision of Services, the Parties sign an appropriate universal transfer document (hereinafter referred to as the UPD) upon their provision;
- 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 Certification Authority 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 actions required to obtain admission to electronic data interchange and stipulated in the EDI Rules, including the obligation to provide documents and information stipulated in Appendices 4 and 5 to the Regulations of the CA run by the EDI System Provider for the purpose of concluding the EDI Agreement and obtaining CA services;
- 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 and Software are given in Appendix 2 hereto.
- 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 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 EDI Participant may assign its payment liability to a third party. The payment received from the third party confirms the EDI Participant's assignment of the payment liability to the third party and the consent of the EDI Participant and the third party to this payment method. In this case, the EDI Participant and the third party shall not refer to the absence of the third party's will and/or authority to pay for the Services.
- 3.6. If the services are paid by a third party, the Agreement shall include the following information: the payer's full name, registration number and place of business.
- 3.7. In respect of an EDI Participant who meets the conditions of the Procedure for providing the User with Package Offers for ITS services, ITO services, EDI System Provider services, services in the colocation zone and communication services (hereinafter referred to as the Package Provision Procedure), remuneration for the use of Service Packages (tariff plans) is applied, as set out in Appendices No. 1-3 to the Package Provision Procedure. The tariff for the corresponding Package of Services is selected by submitting an Application by an EDI Participant for technological and information services of

Moscow Exchange PJSC and/or Communication Services of a Telecom Operator at special rates (hereinafter referred to as the "Application for a Package of Services") and other applications provided for in the Terms. The Application form for the Package of Services is available on the website of PJSC Moscow Exchange on the Internet at: <http://moex.com/a1819>. If an EDI Participant submits an Application for a Package of Services, the terms of the Procedure for providing packages in terms of Services provided by the EDI System Provider included in the Service Packages apply to the EDI Participant.

#### **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. EDI Participant is obliged to sign the UPD on his part or send a reasoned refusal to sign it to the EDI System Provider within 7 (seven) business days from the date of receipt of the relevant UPD.
- 4.6. If the EDI Participant does not sign the UPD or a reasoned refusal to sign it within the time period specified in clause 4.5 of these Terms, the Services are considered accepted by the EDI Participant, and the right to use the Software is provided in full, without any claims or objections.
- 4.7. In relation to an EDI Participant who receives the Services of an EDI System Provider as part of a Package of Services, the terms of acceptance and transfer of the EDI System Provider's Services are determined by the Procedure for providing packages.

#### **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 and Appendices thereto are 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. 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.
- 7.2. If the documents submitted to EDI Certification Authority for the purposes of applicant identification, as well as for the purposes of performance of other functions, powers and duties imposed on the EDI Provider under the legislation of the Russian Federation contain personal data of individuals, the processing of that data is performed by the EDI Provider without obtaining consent from the personal data subject in accordance with the legislation on personal data.

The EDI Participant shall certify that it has obtained the necessary written consent of the individuals to the processing of their personal data by Moscow Exchange in respect of other documents and information submitted to the EDI Certification Authority, which may



contain personal data on those individuals.

The EDI Participant undertakes to provide the EDI Provider, upon first request, with consent to process personal data received from the said personal data subjects, providing for processing of personal data in order for Moscow Exchange to exercise any rights and obligations related to performance of the agreement on participation in the electronic document management system. The EDI participant confirms that it has provided subjects of personal data with the information stipulated by Clause 3 of Article 18 of the Federal Law No. 152-FZ "On Personal Data " dated 27 July 2006.

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

- 8.1. The Agreement concluded in the form specified in Appendix 1.1 to the Terms and Conditions shall come into force from the moment the EDI System Provider sends the notification on the conclusion of the agreement to the EDI Participant, subject to its signature by the Participant. This notification stating the effective date and number of the EDI Agreement, shall be sent by the EDI System Provider to the EDM Participant in one of the ways specified in clause 9.9 of the Terms and Conditions within 30 (thirty) business days after receipt of the original agreement and fulfilment by the EDI Participant of the obligation specified in clause 2.4.2 of the Terms and Conditions.

The Agreement concluded in the form specified in Appendix 1 to the Terms and Conditions shall come into force on the date of its signature by the authorised representatives of the Parties.

The Agreement concluded in the form specified in Appendix 1 or Appendix 1.1 shall be valid for 1 (one) calendar year and shall be renewed for each subsequent regular year, unless one of the Parties notifies the other Party of its refusal to renew the Agreement at least 15 (fifteen) working days prior to the expiry date of the Agreement. In the Agreement, the Parties have the right to specify its different period.

If a non-resident participates in the legal relationship, the rights and obligations of the EDI Provider and the non-resident EDI Participant provided for by the Terms and Conditions, including agreement on the use of the non-qualified electronic signature, shall arise from the moment the EDI Provider receives a copy of the Agreement, the application, the power of attorney and other documents provided for by the Certification Authority Operating Procedure (the "CA Procedure"), including Appendix 5 to the CA Procedure, necessary for the creation of the ESVKC. The EDI Participant is obliged to send the originals of the Agreement, the ESVKC Application, the power of attorney and other documents in the prescribed form and to ensure their delivery to the EDI Provider no later than 30 calendar days from the date of submission of the copies. If the original Agreement is not received by the deadline, it is terminated.

- 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. 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.
- 8.7. 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.
- 8.8. 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 including Client Documents.
- 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;
- In the form of an electronic message or an electronic document via the personal account on the EDI Provider website or via the EDI Provider's Digital Platform;
- By publishing the notice on the EDI System Provider's website;
- In any other manner as agreed by the Parties.

9.10. The Parties shall have the right to exchange primary accounting documents electronically using an enhanced qualified electronic signature through the Electronic Document Management Operator SKB Kontur (hereinafter the "EDI Operator") via the electronic document management system Diadoc. In case an EDI Participant agrees to use electronic document management with the involvement of the EDI Operator in the exchange of primary accounting documents, it shall send a letter in any form (paper or electronic) signed by an authorized person confirming the transition to electronic means of communication.

9.11. By concluding the Contract, the EDI Participant gives consent to the EDI System Provider to provide the companies of the Moscow Exchange Group (CCP NCC, and (or) NSD, and (or) NAMEX) documents and information received from the EDI Participant in accordance with the EDI Rules. Documents and information regarding an EDI Participant may be provided if such a company carries out the process of admitting an EDI Participant to service or has a valid EDI Participant agreement with the relevant company of the Moscow Exchange Group to the extent necessary for such a company in accordance with its requirements in order to accept and further service the specified EDI Participant, including compliance with the requirements of legislation on countering the legalization (laundering) of proceeds from crime and the financing of terrorism, and also in order to prevent violations of the specified legislation.

The documents and information required to be provided by the EDI Participant in accordance with these Terms and Conditions for the conclusion of the Contract and further maintenance may also be obtained by the EDI System Provider from the companies of the Moscow Exchange Group (CCP NCC, and (or) NSD, and (or) NAMEX), if such documents/information were previously provided by the EDI Participant to the relevant company of the Moscow Exchange Group and with the consent of this EDI Participant to such transfer to the EDI System Provider.

The EDI System Provider is also entitled to use the documents and information required to be provided by the EDI Participant in accordance with these Terms and Conditions, if such documents and information were provided by the EDI Participant to Moscow Exchange as part of the conclusion/modification/execution of other agreements with Moscow Exchange.

9.12. The Parties recognize and confirm that each of them pursues a zero tolerance policy towards bribery and corruption, which implies a complete prohibition of corrupt practices and payments for assistance/payments aimed at simplifying formalities in connection with business activities and ensuring a faster resolution of certain issues. The Parties are guided in their activities by the applicable legislation and the policies and procedures developed on its basis aimed at combating bribery and commercial bribery. The Parties guarantee that neither they nor their employees will offer, provide, give or consent to the provision of any corrupt payments (cash or valuable gifts) to any persons (including, but not limited to, individuals, commercial organizations and government officials), nor will they seek to receive, to accept or agree to accept from any person, directly or indirectly, any corrupt payments (cash or valuable gifts).

- 9.13. The contract, applications, powers of attorney and other documents provided under the EDI Rules are drawn up in Russian. At the request of the EDI Participant who is a non-resident of the Russian Federation, the contract and statements can be additionally translated into English or another language. When interpreting the terms of the documents, the Russian-language version has priority.

**SAMPLE FORM**

**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.

The Services provided by the EDI System Provider are paid by a third party (*please specify the company name, OGRN and registered address*).

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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**SAMPLE FORM****AGREEMENT ON PARTICIPATION IN THE ELECTRONIC DOCUMENT INTERCHANGE SYSTEM**

No.[●]

Moscow

Date [●]

**EDI System Provider:** Public Joint-Stock Company Moscow Exchange MICEX-RTS and **EDI Participant:** "full name", represented by [●], acting on the basis of [●], hereinafter jointly referred to as the "Parties", and individually as a "Party", have entered into this Agreement to access the Terms and Conditions for Participation in the Electronic Interchange System of Moscow Exchange (the "Terms and Conditions"), published on the official website of Moscow Exchange at <http://moex.com>, in force at the date of conclusion of the Agreement and forming an integral part of the Agreement.

1. The EDI System Provider undertakes to provide the EDI Participant with the Services and software defined in Section 1 of the Terms and Conditions in return for payment on the basis of the respective applications, and the EDI Participant undertakes to comply with the Terms and Conditions and to pay for the said Services and Software.
2. The scope of services, terms and procedure of their provision, as well as other rights and obligations of the Parties to this Agreement related to the provision of services of the EDI System Provider are established by the Terms and Conditions, the CA Procedure and other internal documents of the EDI System Provider referred to in the said documents.
3. The services of the EDI System Provider is paid by a third party (*please specify company name, primary national registration number (ORGN), registration address, if not relevant, delete this paragraph*).
4. Territory of use of the Software: [●].
5. Details and signature of the EDI Participant

Name:	
Located at:	
Postal address:	
Primary national registration number (ORGN):	
Position:	
A document certifying the authorisation of the representative:	

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

No.	Service	Fee (RUB excl. VAT <sup>3</sup> )
1.	Creating an electronic signature verification key certificate <sup>1</sup>	3,800
2.	Granting the right to use electronic signature tools for 1 year <sup>2</sup>	1,500

<sup>1</sup> Within the framework of this service, without changing the cost of this service, the following activities are also carried out: replacement of the current ESVKC in connection with the introduction of changes and servicing of EDI Participants in the implementation of electronic document management using an electronic signature.

The replacement of the existing ESVKC in connection with the introduction of changes to it is carried out by manufacturing a new ESVKC. The expiration date of the electronic signature key for the new ESVKC is set to be equal to the expiration date of the electronic signature key for the ESVKC to which changes are being made, while the current ESVKC is canceled.

The service of EDI Participants in the implementation of electronic document management using an electronic signature consists in providing an infrastructure that provides the possibility of exchanging electronic documents with an electronic signature, namely:

- providing EDI Participants with access to WEB services and specialized e-mail services used to ensure electronic document management;
- maintaining the technical infrastructure of the EDI System Provider, which ensures electronic document management with EDI Participants, in an operational state (configuration, maintenance, redundancy, monitoring, information security);
- providing centralized cryptographic processing of information in the EDI System in order to carry out electronic document management with EDI Participants;
- confirmation of the authenticity of the electronic signature in an electronic document at the request of the EDI Participant.

<sup>2</sup> This service is provided at the same time as the service "Creating an ESVKC". The period of granting the right to use the Software (license period) may be changed in the case specified in Appendix No. 3 to these Terms, as well as in the case of a change in the validity period of the electronic signature key, which is 1 (one) year. In this case, the validity period of the license is set to be equal to the validity period of the electronic signature key.

<sup>3</sup> VAT is not levied on the basis of subparagraph 12.2 of paragraph 2 of Article 149 of Part Two of the Tax Code of the Russian Federation, item 9 of the List approved by Government Decree No.761 of 31.08.2013.



List of Software <sup>1</sup>

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

<sup>1</sup> The composition of the software, the right to use which under the terms of a simple (non-exclusive) license is granted to the EDI Participant simultaneously with the service "Creating an electronic signature key certificate", is determined by the type of the electronic signature key certificate and the type of the Cryptographic Tools used in the creation of the electronic signature key certificate:

- for ESVKC with the type of Cryptographic Tools "GOST" (certified Cryptographic Tools) EDI participant is granted the right to use the "Validata CSP", "Validata Client" and the "Validata Client L";
- for ESVKC with the type of Cryptographic Tools "RSA" (non-certified Cryptographic Tools) EDI participant is granted the right to use the "Client of the MOEX EDI Sub-System Certification Authority" and "Client of the MOEX EDI Sub-System Certification Authority L".