

**The Terms of Provision to Trading Participants of Software
and/or Technical Means
for Remote Access to Services Rendered by SPIMEX**

1. TERMS AND DEFINITIONS

1.1. For the purposes of these Terms of Provision to Trading Participants of Software and/or Technical Means for Remote Access to Services Rendered by SPIMEX (hereinafter referred to as the Terms), the following terms and definitions shall apply:

Exchange – The Saint Petersburg International Mercantile Exchange (SPIMEX);

Trusted Certificate Authority is a Certificate Authority included in the list of trusted certificate authorities, which is published on the SPIMEX official website;

Services Agreement is an agreement for the provision of services under which SPIMEX provides a Trading Participant with software and/or technical means for remote access to the Exchange's services, concluded between the Exchange and the User/Trading Participant;

Unified Account is a set of data of the User's Authorized Representative and which are used for the identification and authentication of such User's Authorized Representative when accessing the IT Hardware and Software (ITHS) subsystems, as well as for managing their access to the ITHS subsystems.

Authorized Representative Code (ID code) is a component of the Unified Account of the User's Authorized Representative, representing a unique alphanumeric sequence assigned by SPIMEX and used for the identification of the User's Authorized Representative when receiving the SPIMEX services;

Confidential Information is any information under the Services Agreement that has actual or potential value due to its being unknown to third parties, and that is explicitly designated by the Disclosing Party as Confidential Information, including information marked as "Confidential" and/or "Trade Secret" (if the information constitutes a trade secret of the Disclosing Party), indicating the full name and registered address of the Disclosing Party, which is not intended for wide dissemination and/or use by an unlimited number of persons, and which meets the requirements of the legislation of the Russian Federation.

SPIMEX Electronic Interaction System Domain (EIS Domain) is a part of the Electronic Interaction System (EIS), representing a set of regulatory, software, information, and hardware components of SPIMEX and the User, which together implement electronic interaction within a logically limited subject area;

Rules of Organized Trading are the SPIMEX Rules of Admission to Organized Trading and the Rules of Organized Trading in each SPIMEX Section adopted in accordance with the requirements of the legislation of the Russian Federation and the SPIMEX Articles of

Association approved by the SPIMEX authorized bodies and registered with the Bank of Russia according to the established procedure;

SPIMEX IT Hardware and Software (ITHS) is a set of the Exchange's hardware and software resources used, among other purposes, for trading, informational, and other services provided to Trading Participants;

ITHS Subsystem is a part of the ITHS intended, among other things, for providing Users with a specific set of services in the SPIMEX Commodities Sections or the Derivatives Section;

User is a Trading Participant who is granted remote access to the SPIMEX services under the Services Agreement;

Rules of Using the Electronic Interaction System (EIS Rules) are the SPIMEX Rules of Using the Electronic Interaction System, which establish the general principles of organizing the SPIMEX electronic interaction system and organizing electronic interaction in certain areas of the SPIMEX EIS Domains, approved by the SPIMEX authorized body and posted on the SPIMEX official website;

Regulations on Provision of Documents means the Regulations on Provision of Documents for admission to the SPIMEX organized trading approved by the SPIMEX authorized body and disclosed on the SPIMEX official website;

CA Regulations means the SPIMEX Certificate Authority Regulations approved by the SPIMEX authorized body and disclosed on the SPIMEX official website;

Digital Signature Verification Key Certificate (DSVKC, the Certificate) is an electronic document containing the data of the User's Authorized Representative issued by a Trusted Certificate Authority, and used for the identification and authentication of the User's Authorized Representative when accessing the SPIMEX services;

SPIMEX Electronic Interaction System (SPIMEX EIS) is an organizational and technical system in the sense defined in the EIS Rules;

SPIMEX Electronic Trading System (ETS) is a subsystem of the SPIMEX ITHS that ensures the conduct of organized trading in the SPIMEX Commodities Sections or the Derivatives Section;

Electronic Trading System in the SPIMEX Commodities Sections (Commodity Market ETS) is a subsystem of the ITHS designed for the conclusion of contracts within the SPIMEX Commodities Sections;

Electronic Trading System in the SPIMEX Derivatives Section (Derivatives ETS) is a subsystem of the ITHS designed for the conclusion of contracts within the SPIMEX Derivatives Section;

Tariffs are the fee amounts charged to the User for the provision of software and/or technical means for remote access to the SPIMEX services, as approved by the SPIMEX Board of Directors and specified in the SPIMEX Fees and Commissions Schedule. The Users shall be notified of any changes to the Tariffs approved by SPIMEX Board of Directors within the term and according to the procedure set forth in the Rules of Organized Trading;

User's Authorized Representative is an individual authorized by a Trading Participant to take part in organized trading in the SPIMEX Section in accordance with the Rules of Organized Trading and accredited in the relevant SPIMEX Section as a trader or analyst;

SPIMEX Services is a set of services rendered by SPIMEX under the Services Agreement concluded between the SPIMEX and the User/Trading Participant;

SPIMEX Services for Conduct of Organized Trading are the SPIMEX services rendered under the Agreement on Provision of Services for Conduct of Organized Trading concluded between the SPIMEX and the Trading Participant;

Trading Participant is a legal entity or an individual entrepreneur established in accordance with the legislation of the Russian Federation, or a foreign legal entity, each of which is entitled to participate in the SPIMEX organized trading in one of the Categories in accordance with the requirements of the legislation of the Russian Federation and the Rules of Organized Trading based on the Agreement on Provision of Services for Conduct of Organized Trading concluded with the SPIMEX;

Gateway is a hardware and software complex that serves as an interface between the Derivatives ETS and the external system of a Trading Participant designed for information exchange during trading between the connected systems;

Electronic Document (ED) is a document as defined in the EIS Rules.

1.2. Terms not specifically defined in Clause 1.1 of these Terms shall be used with the meanings established by the laws and other regulations of the Russian Federation, as well as by the Rules of Organized Trading and the EIS Rules.

2. SERVICES RENDERING PROCEDURE

2.1. SPIMEX provides the User, who is a Trading Participant, with the SPIMEX Services under the Agreement on provision of services for remote access of that User to organized trading. The SPIMEX Services under this Agreement include:

- At the User's request, creation and/or scheduled replacement of DSVKC of the User's Authorized Representative in accordance with the procedure established by the Certificate Authority Regulations;
- Provision of remote access to the User's Authorized Representative to the Commodity Market ETS or the Derivatives ETS to enable them to technically conclude contracts in the SPIMEX Sections during organized trading or to monitor organized trading in the SPIMEX Sections;
- Provision of remote access for the User's Authorized Representative to the documents specified in the Rules of Organized Trading, and ensuring electronic interaction with the User in accordance with the procedure established by the EIS Rules and these Terms.

2.2. SPIMEX and the User shall undertake to:

- 2.2.1. Exchange electronic documents in accordance with the EIS Rules, the current trading schedule, and taking into account the specifics established by these Terms;

- 2.2.2. Use, when exchanging electronic documents, the formats defined in accordance with the EIS Rules;
- 2.2.3. Electronic documents signed with invalid digital signatures (hereinafter the DS) shall not be recorded, registered, or executed.
- 2.3. SPIMEX and the User acknowledge that:
 - 2.3.1. Electronic documents used in the document flow between SPIMEX and the User, signed by the DS owner, prepared and transmitted using the ITHS or its subsystems in accordance with the information security procedures established by the EIS Rules, and stored as records in the ITHS or its subsystems or extracted from them as individual files or a set of files, as well as paper documents signed personally by the User's authorized persons and, if applicable, sealed with the User's stamp, are legally equivalent to each other and create equal rights and obligations for SPIMEX and the User;
 - 2.3.2. The ITHS and its subsystems used in accordance with these Terms are sufficient to ensure reliable and efficient operation in the reception, transmission, processing, and storage of information;
 - 2.3.3. The information security subsystem for ITHS and its subsystems that ensure access control, encryption, integrity verification, and digital signature provide sufficient protection against unauthorized access, and confirm the authenticity and authorship of the information contained in electronic documents, and is used for resolving disputes and conflict situations;
 - 2.3.4. The User independently selects the method and establishes the connection to the Internet, considering the required quality of communication channels to obtain remote access to the SPIMEX ITHS subsystems;
 - 2.3.5. When using the Internet, failures of telecommunications service providers' equipment, as well as virus and other attacks on the ITHS and its subsystems, may occur, which can cause interruptions in the reception and processing of electronic documents.
- 2.4. SPIMEX and the User shall organize and take all available measures and methods to protect against possible hazards and threats.

3. RIGHTS AND OBLIGATIONS OF SPIMEX AND THE USER

- 3.1. The User shall be entitled to:
 - 3.1.1. Receive the SPIMEX Services provided for in these Terms;
 - 3.1.2. Create and/or perform a scheduled replacement of DSVKC of the User's Authorized Representative's at any of the Trusted Certificate Authorities in accordance with the terms and tariffs established by these Certificate Authorities;
 - 3.1.3. Grant their Authorized Representative, by issuing the appropriate power of attorney in the form and according to the procedure established by the Regulations on Provision of Documents, the powers of a trader or analyst of the Trading Participant;
 - 3.1.4. Grant their Authorized Representative, by issuing the appropriate power of attorney in the form and according to the procedure established by the Regulations on

Provision of Documents, the powers for receiving reporting documents set forth in the Rules of Organized Trading;

- 3.1.5. Interact with the ITHS exclusively through the application programming interfaces and/or software provided by SPIMEX, which are intended for the purpose of User interaction with the ITHS;
- 3.1.6. Use remote access to the ITHS subsystems solely for the purposes provided for in the Rules of Organized Trading and these Terms.

3.2. The User shall be obliged to:

- 3.2.1. Be a participant of the SPIMEX EIS in accordance with the Rules of Organized Trading and the EIS Rules;
- 3.2.2. Provide SPIMEX, upon its request, with documents and information necessary to monitor the User's compliance with their obligations under these Terms;
- 3.2.3. When an unscheduled replacement of the DSVKC is required for their Authorized Representative in cases provided for by the Certificate Authority Regulations, pay for the newly issued DSVKC in accordance with the tariffs of the Trusted Certificate Authority that issued the DSVKC;
- 3.2.4. Timely carry out the scheduled replacement of DSVKC of the User's Authorized Representative in accordance with the Certificate Authority Regulations;
- 3.2.5. Timely provide SPIMEX with the original power of attorney issued to the User's Authorized Representative and promptly notify SPIMEX of the revocation of the power of attorney issued;
- 3.2.6. Timely accredit the User's Authorized Representative to receive the SPIMEX Services under the Services Agreement in accordance with the procedure set out in Appendix 1 or Appendix 2 hereto;
- 3.2.7. Pay for the SPIMEX Services in full and within the established deadlines, including the Additional Fee for providing remote access to the Commodity Market ETS, at the end of the month and in accordance with the Tariffs;
- 3.2.8. Carry out measures to protect against unauthorized access to the ITHS;
- 3.2.9. Not allow persons who are not accredited by SPIMEX as the User's Authorized Representatives in accordance with the Rules of Organized Trading to access computers used to connect to the SPIMEX ETS and Electronic Documents;
- 3.2.10. Prevent the disclosure, reproduction, and/or distribution of any information related to the operation of the ITHS that constitutes commercial or other legally protected confidential information;
- 3.2.11. Do not allow any modifications, copying (including printing out), decompilation, or disassembly of any software products used in the ITHS;
- 3.2.12. Not perform actions aimed at obtaining information from the ITHS that does not belong to or directly relate to the User;
- 3.2.13. Not attempt unauthorized access to the ITHS, including:

- Connect to the ITHS using someone else's identification and authentication credentials;
 - Use any hardware or software tools to penetrate the operating system environment of the ITHS subsystems' business servers;
- 3.2.14. Not perform actions that could cause malfunctions in individual ITHS subsystems or the ITHS as a whole;
- 3.2.15. Take measures to prevent circumstances that could hinder the normal functioning of the ITHS;
- 3.2.16. Immediately notify SPIMEX of any circumstances that may impede the normal functioning of the ITHS;
- 3.2.17. Not attempt to distribute information provided to the User by SPIMEX without entering into the appropriate agreement with SPIMEX;
- 3.2.18. Not attempt to obstruct SPIMEX in monitoring the User's compliance with the Agreement on Provision to Trading Participants of Software and/or Technical Means for Remote Access to Services Rendered by SPIMEX, including the requirements of these Terms, including during on-site inspections conducted by SPIMEX at the User's addresses listed in the Unified State Register of Legal Entities (USRLE) and/or in the questionnaire provided for by the Regulations on Provision of Documents;
- 3.2.19. Assist SPIMEX in monitoring the User's compliance with the Agreement on Provision to Trading Participants of Software and/or Technical Means for Remote Access to Services Rendered by SPIMEX, including the requirements of these Terms, and during on-site inspections conducted by SPIMEX at the User's addresses listed in the Unified State Register of Legal Entities (USRLE) and/or in the questionnaire provided for by the Regulations on Provision of Documents;
- 3.2.20. Provide SPIMEX with unhindered access to the User's premises for the purpose of monitoring the User's compliance with the Agreement on Provision to Trading Participants of Software and/or Technical Means for Remote Access to Services Rendered by SPIMEX, including the requirements of these Terms, at the User's addresses listed in the Unified State Register of Legal Entities (USRLE) and/or in the questionnaire provided for by the Regulations on Provision of Documents.
- 3.3. SPIMEX shall be entitled to:
- 3.3.1. Monitor the User's compliance with the Agreement on Provision to Trading Participants of Software and/or Technical Means for Remote Access to Services Rendered by SPIMEX, including the requirements of these Terms, and during on-site inspections conducted by SPIMEX at the User's addresses listed in the Unified State Register of Legal Entities (USRLE) and/or in the questionnaire provided for by the Regulations on Provision of Documents;
- 3.3.2. Verify the powers of the User's representatives who are granted access to the ITHS;
- 3.3.3. Monitor the measures taken by the User to protect the ITHS against unauthorized access, including during the control activities conducted by SPIMEX at the User's

- addresses specified in the Unified State Register of Legal Entities (USRLE) and/or in the questionnaire provided for by the Regulations on Provision of Documents;
- 3.3.4. SPIMEX shall be entitled to charge and invoice the User an Additional Fee for providing remote access to the Commodity Market ETS on monthly results in the instances provided by the Exchange's Fees.
 - 3.3.5. Unilaterally amend these Terms;
 - 3.3.6. Suspend or terminate the provision of Services to the User, or to restrict (in whole or in part) the User's access rights to certain ITHS subsystems and/or specific services, where and as provided for by Section 5 of these Terms;
 - 3.3.7. Obtain unhindered access to the User's premises for the purpose of monitoring by SPIMEX of the User's compliance with the Agreement on Provision to Trading Participants of Software and/or Technical Means for Remote Access to Services Rendered by SPIMEX, including the requirements of these Terms, at the User's addresses listed in the Unified State Register of Legal Entities (USRLE) and/or in the questionnaire provided for by the Regulations on Provision of Documents.
- 3.4. SPIMEX shall be obliged to:
- 3.4.1. Provide the User with remote access to the SPIMEX Services based on the User's application completed in the form set forth in Appendix 3 hereto and duly submitted to SPIMEX, subject to the availability of a Security Deposit made by the User to the SPIMEX's settlement account in accordance with Clause 4.3 hereof;
 - 3.4.2. Ensure that the User is granted access to the ITHS subsystems in accordance with the procedure set forth in Appendices 2 and 3 hereto;
 - 3.4.3. Arrange for the User's employees (or other authorized representatives) to become familiar with the operation of the IT hardware and software by posting instructions and training materials on the SPIMEX official website;
 - 3.4.4. Maintain in working order the elements of the technical infrastructure and core software necessary to ensure the uninterrupted operation of the ITHS subsystems;
 - 3.4.5. Provide the User with electronic interaction and exchange of electronic documents in accordance with the EIS Rules;
 - 3.4.6. Ensure confidentiality of information processed and stored by ITHS;
 - 3.4.7. Receive from the User and provide to the User documents and information established by the Rules of Organized Trading.

4. SETTLEMENT PROCEDURE

- 4.1. Payment for SPIMEX Services shall be carried out in accordance with these Terms in accordance with the SPIMEX Tariffs.
- 4.2. If the User is a Trading Participant in the category of Non-Resident Temporary Exchange Member or Non-Resident Exchange Trade Visitor, Temporary Section Member/ Non-Resident Temporary Section Member, Trade Visitor/ Non-Resident Trade Visitor, and/or Section Segment

Trade Visitor/ Non-Resident Section Segment Trade Visitor, the fulfillment by the said User of obligations to pay for the SPIMEX Services will be ensured by making the Security Deposit provided for in this Section in accordance with Clause 1, Article 329 of the Civil Code of the Russian Federation.

4.3. Each User who is a Trading Participant in the category of Non-Resident Temporary Exchange Member, Non-Resident Exchange Trade Visitor, Temporary Section Member/ Non-Resident Temporary Section Member, Trade Visitor/ Non-Resident Trade Visitor, and/or Section Segment Trade Visitor/ Non-Resident Section Segment Trade Visitor shall, based on the invoice issued by SPIMEX, be obliged to make a Security Deposit in the following amount after signing the Services Agreement:

- 20,000 (Twenty thousand) rubles (VAT free) – for each SPIMEX Commodity Section/ Section Segment;
- 10,000 (Ten thousand) rubles (VAT free) – for SPIMEX Derivatives Section/ Derivatives Section Segment.

4.4. In the event of non-performance or improper performance by the User of its payment obligations for the SPIMEX Services under the Services Agreement, SPIMEX shall be entitled to settle the User's outstanding debt from the Security Deposit funds, applying the corresponding amount of the Security Deposit toward payment of the User's outstanding debt, starting from the first day of the second month following the month in which the Services were actually provided but not fully paid for by the User.

4.5. To resume the provision of Services by SPIMEX, the User shall pay the outstanding balance under the Services Agreement and/or restore the Security Deposit to the amount specified in Clause 4.3 hereof, and submit an application for remote access to the ITHS subsystems in the form set forth in Appendix 3 hereto.

4.6. The Security Deposit shall be refunded to the User upon its request submitted in the form set forth in Appendix 5 hereto, in the event of termination or cessation of the Services Agreement, a change by the Participant of its category to Section Member/ Non-Resident Section Member or Exchange Member/Non-Resident Exchange Member, or the termination of the User's remote access to the SPIMEX Services for organized trading in any of the SPIMEX Sections/Section Segments, provided that the User has fully and properly fulfilled its obligations. If there is an outstanding payment for the SPIMEX Services, the application may include a requirement to offset the payment obligations for the Services provided by SPIMEX under the agreements concluded between SPIMEX and the User using the Security Deposit funds.

4.7. The User shall pay for the SPIMEX Services monthly based on the invoice issued for the Services rendered. The commencement date of the SPIMEX Services shall be the date indicated by the User in the application completed in the form set forth in Appendix 3 hereto.

The Services Acceptance Certificate for the past calendar month signed by SPIMEX and prepared in the form set forth in Appendix 4 hereto, shall be provided to the User not later than the 5th (fifth) day of the month following the month in which the Services were actually rendered, along with the invoice for the Services rendered.

4.8. In performing obligations under these Terms, SPIMEX and the User may exchange messages by email, as well as exchange the documents referred to in Clauses 4.5–4.7 in the form of electronic

documents in accordance with the Federal Laws “On Digital Signature” dated 06.04.2011 No. 63-FZ, “On Accounting” dated 06.12.2011 No. 402-FZ, and other regulations of the Russian Federation governing electronic document flow.

The email addresses for correspondence and/or document exchange shall be determined for the User based on the information provided in the Questionnaire (according to the form established by the Regulations on Provision of Documents), and for the SPIMEX – pay@s-pimex.ru or pay@spimex.com, or an email address specifying the mailbox of a SPIMEX employee and the domain name ...@s-pimex.ru or ...@spimex.com. The date of delivery of a message from SPIMEX to the User by email shall be deemed the date on which SPIMEX forwards the respective message to the User’s email address.

4.9. The User shall pay for the SPIMEX Services based on and in accordance with the banking details specified in the invoices issued by SPIMEX within 10 (ten) banking days from the date of their issuance.

4.10. In the event of any claims regarding the Services rendered, the User shall submit a claim to SPIMEX with a substantiated justification of its requirements within 5 (five) business days from the date of delivery of the Services Acceptance Certificate. If the User fails to comply with the conditions set forth in this clause, the Services shall be deemed properly rendered and accepted by the User. A copy of the claim may be sent by email according to the procedure provided for in Clause 4.8 hereof.

4.11. If SPIMEX provides Services for an incomplete calendar month, including cases of suspension of Services at the User’s request submitted in the form set forth in Appendix 3 hereto, as well as in cases of restriction of the User’s access rights according to the procedure set forth in Clauses 5.3–5.4 hereof, the payment for the Services rendered by SPIMEX shall be calculated based on the actual number of calendar days the Services were provided during the month.

5. LIABILITY OF SPIMEX AND THE USER

5.1. SPIMEX and the User shall be liable for failure to perform or improper performance of obligations under these Terms in accordance with the legislation of the Russian Federation.

5.2. SPIMEX shall be entitled to suspend the provision of Services to the User or to restrict (in whole or in part) the User’s access rights to certain ITHS subsystems and/or specific services in the following cases:

5.2.1. Failure or improper performance by the User of its payment obligations for the SPIMEX Services;

5.2.2. Failure or improper performance by the User of its obligations to restore the Security Deposit amount in accordance with Clause 4.5 hereof;

5.2.3. Disclosure by the User of information obtained from SPIMEX to third parties without entering into the relevant agreement with SPIMEX;

5.2.4. Detection of attempts by the User to gain unauthorized access to the ITHS;

5.2.5. The occurrence of technical failures in the SPIMEX hardware and software means, disruptions in communication systems, power supply, air conditioning, and other life-support systems, as well as the occurrence of other circumstances preventing the normal functioning of the SPIMEX ITHS. The resumption of Services to the User or the restoration of the User’s access to

the ITHS shall be carried out after the circumstances preventing the normal functioning of the SPIMEX ITHS have been resolved.

5.3. Restriction of the User's access rights to certain ITHS subsystems and/or specific services in the event of non-payment for the SPIMEX Services shall be implemented by blocking the remote access of the User's Authorized Representative to the Commodity Market ETS and/or Derivatives ETS from the first calendar day of the second month following the month in which the Services were actually provided but not fully paid for by the User. The restriction of the User's access rights shall remain in effect until the User fulfills its payment obligations for the SPIMEX Services.

5.4. SPIMEX shall be entitled to terminate the provision of Services in the event of suspension or revocation of the User's admission to organized trading on the grounds established by the Rules of Organized Trading. The suspension or termination of Services shall take effect from the date of the corresponding suspension or termination of the User's admission to organized trading.

5.5 SPIMEX and the User shall be released from liability for partial or full non-performance or improper performance of obligations if such non-performance resulted from force majeure arising after the conclusion of the Services Agreement due to extraordinary events or phenomena that SPIMEX and the User could neither foresee nor prevent by reasonable measures. Such extraordinary events and phenomena include: flood, fire, earthquake, explosion, storm, soil subsidence, epidemic, other natural events, war, military actions, the imposition of a state of emergency or martial law in the relevant territory, strike, various acts of civil disobedience and/or protest, and any decisions by a government authority, local self-government body, or the Bank of Russia that make it impossible to perform these Terms. Circumstances preventing the proper performance of obligations under these Terms, which are beyond the control of SPIMEX and the User and cannot be foreseen, also include disruptions in the normal functioning of the ITHS, malfunctions, failures, and breakdowns of equipment, software errors and failures, including those caused by virus or other attacks on the ITHS, disruptions, malfunctions, and failures of communication systems, power supply, air conditioning, and other life-support systems, as well as other unpredictable events that could not be prevented using the resources and means available to SPIMEX and the User.

5.6. SPIMEX or the User, depending on which party is unable to properly perform its obligations under the Services Agreement due to the occurrence of the above-mentioned force majeure or other events preventing proper performance, shall immediately, but not later than 5 (five) business days from the occurrence of such circumstances or from the moment SPIMEX or the User became or should have become aware of their occurrence, notify the counterparty to the Services Agreement in writing of the occurrence and cessation of such circumstances. Failure to timely notify of force majeure or other circumstances preventing proper performance shall deprive SPIMEX or the User, as applicable, of the right to invoke such circumstances in the future as a basis for exemption from liability for non-performance or improper performance of their obligations under these Terms.

5.7. If the inability to properly perform obligations under the Services Agreement due to force majeure or other circumstances preventing proper performance continues for more than three consecutive months, SPIMEX or the User may unilaterally terminate the Services Agreement without any obligation to compensate for any resulting losses, provided that the counterparty is given prior written notice of the termination.

6. DISPUTE SETTLEMENT PROCEDURE

6.1. SPIMEX and the User shall undertake to follow the claims procedure for resolving disputes and disagreements arising in the performance of the Services Agreement concluded between the parties, including these Terms.

6.2. A claim shall be submitted in writing and must be signed by an authorized representative of the party to the Services Agreement. The claim must include:

- A statement of the claimant's demands;
- The claim amount and its calculation (if the claim is subject to monetary evaluation);
- A description of the circumstances on which the claimant's demands are based, along with supporting evidence, referencing the relevant provisions of the legislation of the Russian Federation;
- Any other information necessary for the dispute resolution.

6.3. The claim shall be sent by registered mail or delivered against receipt to the authorized representative of the party to the Services Agreement to whom the claim is addressed. A copy of the claim may be sent according to the procedure provided for in Clause 4.8 hereof these Terms, with the original subsequently delivered by the method specified above.

6.4. The claim shall be reviewed within 10 (ten) business days from the date of receipt of the original claim. If the claim does not include the documents necessary for its review, such documents shall be requested from the claimant. At the same time, a deadline for their submission shall be specified. If the requested documents are not received by the specified deadline, the claim shall be reviewed based on the available documents.

6.5. The response to the claim shall be provided to the party that submitted the claim in writing. Failure to provide a response to the claim within 10 (ten) business days from the date of receipt of the original claim shall be deemed a refusal to satisfy the claim.

6.6. SPIMEX and the User shall undertake to comply with the procedure for resolving disputes and conflicts arising in connection with electronic document management, as established by the EIS Rules.

6.7. In the event of full or partial denial of the claim, actual non-fulfillment of the claim, or failure to receive a response to the claim within the set period, the dispute shall be resolved in accordance with the procedure established by the legislation of the Russian Federation.

7. CONFIDENTIALITY CLAUSE

7.1. SPIMEX and the User shall undertake to maintain the information confidentiality and take all necessary measures to protect it, including in the event of reorganization or liquidation of SPIMEX or the User. SPIMEX and the User hereby agree not to disclose or allow the disclosure of Confidential Information to any third parties without the prior written consent of the other party to the Services Agreement, except in cases of unintentional and/or forced disclosure of Confidential Information due to force majeure or by virtue of the requirements of the legislation of the Russian Federation, legally effective court decisions of the relevant jurisdiction, or lawful demands of the Bank of Russia or competent government and local authorities, provided that in any such disclosure:

(a) the party to the Services Agreement shall notify the other party in advance of the occurrence of the relevant event necessitating the disclosure of Confidential Information, as well as the conditions and timing of such disclosure; and (b) the party to the Services Agreement shall disclose only that portion of the Confidential Information that is necessary in accordance with the requirements of the legislation of the Russian Federation, legally effective court decisions of the relevant jurisdiction, or lawful demands of the Bank of Russia or competent government and local authorities.

7.2. SPIMEX and the User shall be liable for the actions (or inactions) of their employees and other persons who have been granted access to Confidential Information.

7.3. For the purposes of these Terms, “Disclosure of Confidential Information” means the unauthorized actions by one party to the Services Agreement that result in any third parties gaining access to and the ability to review Confidential Information. Disclosure of Confidential Information also includes the inaction of the relevant party to the Services Agreement manifested in the failure to ensure an adequate level of protection of Confidential Information, which results in any third parties gaining access to such information.

7.4. The relevant party to the Services Agreement shall be liable for any damages that may be caused as a result of the disclosure of Confidential Information or the unauthorized use of Confidential Information in violation of these Terms, except in cases of disclosure of Confidential Information provided for in this section.

7.5. The transmission of Confidential Information via open phone or facsimile channels, as well as over the Internet, without implementing protective measures acceptable to both parties to the Services Agreement, is prohibited.

8. FINAL PROVISIONS

8.1. These Terms shall come into force on the date of their approval, unless a different effective date is established by a decision of the SPIMEX CEO or the authorized person.

8.2. The Terms in their revised edition shall come into force according to the procedure determined by the SPIMEX CEO or the authorized person.

8.3. All Appendices hereto shall constitute an integral part of the Terms.

APPENDIX 1

to the Terms of Provision to Trading Participants of Software and/or Technical Means for Remote Access to Services Rendered by SPIMEX

Procedure for Granting the User Remote Access to the SPIMEX Services (for Commodities Sections and the Derivatives Section)

To obtain remote access to the SPIMEX Services, the User shall:

1. Make the Security Deposit in accordance with Clause 4.3 hereof.
2. Provide a power of attorney for the User's Authorized Representative in the form and according to the procedure specified in the Regulations on Provision of Documents.

If the User's Authorized Representative acts on behalf of the User based on the constitutional documents, and the corresponding record is contained in the Unified State Register of Legal Entities (EGRUL), a power of attorney for the User's Authorized Representative will not be required.

3. Create a DSVKC (Digital Signature Verification Key Code) for the User's Authorized Representative specified in Clause 2 of Appendix hereto at the Trusted Certificate Authority.
4. If the DSVKC of the User's Authorized Representative is not created by the SPIMEX Certificate Authority, the User's Authorized Representative shall export the DSVKC to SPIMEX following the certificate export instructions posted on the SPIMEX official website, and register the DSVKC in the SPIMEX information systems using the following website section: "To Participants – SPIMEX ITHS Exchange – Certificate Management Center."
5. If the DSVKC of the User's Authorized Representative is created by the SPIMEX Certificate Authority, the User's Authorized Representative shall register their DSVKC in the SPIMEX information systems using the following website section: "To Participants – SPIMEX ITHS – Certificate Management Center," specifying registration with the Commodity Market ETS. In this event, preliminary export of the DSVKC to the SPIMEX is not required.
6. Submit an Application for remote access to the SPIMEX Services using the form provided in Appendix 3 hereto. When conducting transactions in two or more SPIMEX Sections, the User is required to submit an Application using the form given in Appendix 3 hereto to obtain remote access to the SPIMEX Services in each section.
7. The User must obtain the Code (ID code) assigned by SPIMEX to the User's Authorized Representative, which is forwarded to the Authorized Representative's email address provided during DSVKC registration. Each DSVKC of the User's Authorized Representative must correspond to a single Code (ID code) assigned to that Authorized Representative.
8. The User must complete the procedure for creating a Unified Account in accordance with the instructions for creating a Unified Account, which are posted on the SPIMEX official website.

9. Remote access to SPIMEX Services may be suspended in accordance with a timely submitted User's Application to SPIMEX prepared in accordance with Appendix 3 hereto, effective from the date specified in the Application. Remote access to SPIMEX Services shall be provided based on the User's Application completed in accordance with Appendix 3 hereto, effective from the date specified in the Application.

APPENDIX 2

to the Terms of Provision to Trading Participants of Software and/or Technical Means for Remote Access to Services Rendered by SPIMEX

Procedure for Granting the User Remote Access to SPIMEX Services via the Gateway (for the Derivatives Section only)

To obtain remote access to the ITHS subsystems via the Gateway, the User must contact SPIMEX and, in accordance with its recommendations, carry out the necessary actions for connecting to the Gateway, as well as fulfill the following obligations:

1. Make the Security Deposit in accordance with Clause 4.3 hereof.
2. Provide a power of attorney for the User's Authorized Representative in the form and according to the procedure specified in the Regulations on Provision of Documents. If the User's Authorized Representative acts on behalf of the User based on the constitutional documents, and the corresponding record is contained in the Unified State Register of Legal Entities (EGRUL), a power of attorney for the User's Authorized Representative will not be required.
3. Create a DSVKC for the User's Authorized Representative specified in Clause 2 of Appendix hereto at the SPIMEX Trusted Certificate Authority.
4. Register their DSVKC in the SPIMEX information systems using the following section of the SPIMEX website: "To Participants – ITHS SPIMEX – Certificate Management Center," specifying registration for the Derivatives ETS.
5. Submit an Application for remote access to the SPIMEX Services using the form provided in Appendix 3 hereto, specifying the number of connections via the gateway.
6. The User must obtain the Code (ID code) assigned by SPIMEX to the User's Authorized Representative, which is forwarded to the Authorized Representative's email address provided during DSVKC registration. Each DSVKC of the User's Authorized Representative must correspond to a single Code (ID code) assigned to that Authorized Representative.
7. The User must complete the procedure for creating a Unified Account in accordance with the instructions for creating a Unified Account, which are posted on the SPIMEX official website.
8. Remote access to SPIMEX Services may be suspended in accordance with a timely submitted User's Application to the SPIMEX prepared in accordance with Appendix 3 hereto, effective from the date specified in the Application. Remote access to SPIMEX Services shall be provided based on the User's Application completed in accordance with Appendix 3 hereto, effective from the date specified in the Application.

APPENDIX 3

to the Terms of Provision to Trading Participants of Software and/or Technical Means for Remote Access to Services Rendered by SPIMEX

APPLICATION FORM

To be completed on the User organization's official letterhead

To SPIMEX

APPLICATION

I hereby request that, starting from *DD/MM/YYYY (the date may be entered by a SPIMEX employee in agreement with the User's Authorized Representative)*

- provide*
 suspend

remote access to SPIMEX Services (*select as applicable*)

name of the User organization

Taxpayer Identification Number (INN) of the User organization

name of SPIMEX Section

Tariff	Full name of the trader (analyst) / number of connections
Provision of SPIMEX Services under a single Code (ID code) of the User's Authorized Representative in the Commodities Sections / Derivatives Section	1. 2. 3. 4.
Provision of SPIMEX Services under a single Code (ID code) of the User's Authorized Representative via the Gateway (for the Derivatives Section only)	1. 2. 3.

Position (Head of the organization or other authorized person)

Signature

Last name, name, patronymic

“ ”

20

APPENDIX 4

to the Terms of Provision to Trading Participants of Software and/or Technical Means for Remote Access to Services Rendered by SPIMEX

FORM OF THE SERVICES ACCEPTANCE CERTIFICATE

Services Acceptance Certificate

to Agreement No. __ on Provision to Trading Participants of Software and/or Technical Means for
Remote Access to Services Rendered by SPIMEX dated _____ 20_____
for the period of _____ 20_____

Moscow _____ 20____

The Saint Petersburg International Mercantile Exchange (SPIMEX), hereinafter referred to as the Exchange, represented by _____, acting on the basis of _____, of the one part, and _____, hereinafter referred to as the User, represented by _____, acting on the basis of _____, of the other part, have drawn up this Certificate as follows:

Pursuant to Agreement No. ___ on Provision to Trading Participants of Software and/or Technical Means for Remote Access to Services Rendered by SPIMEX dated ___/___/20___ (hereinafter referred to as the Agreement), SPIMEX has provided, and the User has received, services in the SPIMEX Commodities Sections / Derivatives Section as follows:
for granting remote access to the User to SPIMEX Services

a) with a single Code (ID code) of the User's Authorized Representative, number of accesses

b) with a single Code (ID code) of the User's Authorized Representative using Gateway connection (for the Derivatives Section), number of connections .

SPIMEX's obligations regarding the provision of services to the User, as stipulated in the Agreement, have been fully and properly fulfilled. The User has no claims regarding the scope and quality of the services provided.

The cost of the services provided by SPIMEX amounts to _____ (_____) rubles, VAT free, and subject to payment by the User within 10 (ten) business days from the date of invoice issued by SPIMEX.

The Exchange

The User

— / — / —

/ /

APPENDIX 5

to the Terms of Provision to Trading Participants of Software and/or Technical Means for Remote Access to Services Rendered by SPIMEX

SECURITY DEPOSIT REFUND APPLICATION FORM

To be completed on the User organization's official letterhead

To SPIMEX

Security Deposit Refund Application

1. I hereby request the refund of the Security Deposit that I have made

name of the User organization

to secure obligations related to the payment of SPIMEX Services under the Agreement on Provision to Trading Participants of Software and/or Technical Means for Remote Access to Services Rendered by SPIMEX No. _____ dated _____ 20____ (hereinafter referred to as the Agreement) in the _____ Section/ Section Segment, taking into account any outstanding payments for services under the said Agreement.

2. I kindly request that the obligations for payment of SPIMEX Services be offset against the Security Deposit under the following agreements and contracts:

- Agreement for Organized Trading Services No. _____ dated _____ 20____
- Contract for Clearing Services No. _____ dated _____ 20____

(the above requests may be included in the application if the User has the corresponding outstanding payments)

3. I request that the Security Deposit be refunded to the following bank details:

Recipient name:

INN/KPP:

Bank name:

BIC:

Correspondent bank account:

Company's current account:

*Position (Head of the organization or
other authorized person)*

Signature

Last name, name, patronymic

“ ”

20