**APPROVED**

by the Decision of the Board of Directors of

Association of financial market participants “Nonprofit Partnership for the Development

of Financial Market RTS”

(Minutes No. 03/2020 d/d 30.06.2020)

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President of the NP RTS Association/

**THE TERMS AND CONDITIONS FOR THE PROVISION OF INFORMATION AND TECHNICAL SUPPORT SERVICES OF ASSOCIATION OF FINANCIAL MARKET PARTICIPANTS “NONPROFIT PARTNERSHIP FOR THE DEVELOPMENT OF FINANCIAL MARKET RTS”**

These Terms and Conditions govern the issues related to the provision of information and technical support services by Association of financial market participants “Nonprofit Partnership for the Development of Financial Market RTS” (hereinafter referred to as the Partnership), determine their content, modes and conditions of provision as well as the procedure and amount of payment for the ones.

**Section 1. TERMS AND DEFINITIONS**

* 1. **“The Owner of the Сertificate of the Key for Verification of Digital Signature (DS)”** means the person being issuedthe Сertificate of the key for verification of DS”
	2. **“Agreement”** meansAgreement for Information and Technical Support of the Partnership mainly drawn up under the form given in Appendix No. 1 to these Terms and Conditions.
	3. **“Application (Applications)”** means an Application containing the data about information and technical support services provided by the Partnership to the Client, being signed by the Client and being an integral part of the Agreement. Application forms are posted on www.nprts.ru website in the Internet.
	4. **“Client”** means the person who has entered into an Agreement with the Partnership.
	5. **“The Key for Verification of DS”** means the key for verification of digital signature as defined in Federal Law “About the Electronic Signature”.
	6. **“DS Key”** means the digital signature key as defined in Federal Law “About the Electronic Signature”.
	7. “**DS Keys”** mean the digital signature key and the key for verification of digital signature.
	8. **“Market Operator”** means persons providing services for conducting on-exchange trading.
	9. **“The List of Services”** means Appendix No. 2 to the Terms and Conditions, which is an integral part of the ones and which contains the information provided for by the Terms and Conditions.
	10. **“Rules for the provision of services for providing access to the RTS Board Information System”** mean the Rules for the provision of services for providing access to the RTS Board Information System, approved by the Partnership.
	11. **“SW (Software)”** means the software the rights to which belong to the Partnership.
		1. **“The Back-End of the SW (Software)”** means the set of Software and databases functioning on the computer(s) located in the office(s) of the Partnership or at other persons under the agreement with the Partnership and providing the opportunity of receiving, storing, maintaining, processing, transferring the information required for the provision of services by the Market Operators as well as for the performance of other actions in the cases established by these Terms and Conditions.
		2. **“The Front-End of the SW (Software)”** means the Software installed on the computer(s) of the Client or other persons to whom the Client has granted the right to use such Software, which allows exchanging information with the Back-End of the Software.
	12. **“CIPF”** means Cryptographic Information Protection Facility.
	13. **“The Сertificate of the Key for Verification of DS (the Certificate)”** means the certificate of the key for verification of digital signature as defined in Federal Law “About the Electronic Signature”.
	14. **“EDM System”** means the corporate information system of electronic document management of the Partnership, which is a set of the Software, databases and computing facilities that ensures the exchange of electronic documents signed with electronic signatures in compliance with the requirements of the legislation of the Russian Federation, including the actions of generating Electronic Documents, creating Electronic Signatures and signing Electronic Documents, transferring and receiving of Electronic Documents signed with electronic signatures.
	15. **“Tariffs”** mean the cost of information and technical support services specified in the List of Services.
	16. **“The Terms and Conditions for the Provision of Information and Technical Support Services of LLC “MB Technologies”** mean the Terms and Conditions for the Provision of Information and Technical Support Services of LLC “MB Technologies” approved by the Director General of Limited Liability Company “MB Technologies”
	17. **“Electronic Document”** means an electronic document as defined in Federal Law “About Information, Information Technologies and about Information Protection”.
	18. **“Digital Signature (DS)”** means the electronic signature as defined in Federal Law “About the Electronic Signature”.
	19. **CJSC “MICEX SE”** means Closed Joint Stock Company “MICEX Stock Exchange”.
	20. **JSC “Best Execution”** means Joint Stock Company “Best Execution”.
	21. **PJSC “Moscow Exchange”** means Public Joint Stock Company “Moscow Exchange MICEX-RTS”.
	22. **JSC “Moscow Energy Exchange”** means Joint Stock Company “Moscow Energy Exchange”
	23. **PJSC “Saint Petersburg Exchange”** means Public Joint Stock Company “Saint Petersburg Exchange”.
	24. **CC “Clearing Centre MFB” (JSC)** means Central Counterparty “Clearing Centre MFB” (Joint-Stock Company) – JSC “CC MFB”

Other terms used in these Terms and Conditions shall be interpreted taking into account the content of the relevant documents of the Partnership in which such terms are used as well as the content of the regulatory legal acts of the Russian Federation, the documents of CJSC “MICEX Stock Exchange”, PJSC “Moscow Exchange”, PJSC “Saint Petersburg Exchange, and JSC “Moscow Energy Exchange”.

**Section 2. GENERAL PROVISIONS**

* 1. For the purposes of these Terms and Conditions as well as the Agreement, information and technical support services are understood as the actions specified in Clause 2.2 of these Terms and Conditions.
	2. In accordance with these Terms and Conditions, the Partnership shall in the manner and on the terms established by these Terms and Conditions:
* provide the Client with information and technical support services comprising the following ones: granting the right to use the Software, providing subscription services for the said Software and carrying out preventive maintenance with respect to the said Software, except when, in accordance with these Terms and Conditions, the right to use the Software is granted by a third party;
* provide the Client with other information and technical support services, the description of which is contained in the List of Services specified by the Client in the Application.

The Partnership is entitled to provide the Client with other information and technical support services if this is provided for by an additional agreement of the Parties.

* 1. In order to conclude the Agreement, the Client shall submit the following documents (hereinafter referred to as the Registration Documents) to the Partnership:

a) for individuals who are the citizens of the Russian Federation:

- a copy of the passport or other document, which, in accordance with the legislation of the Russian Federation, is an identity document;

b) for individuals who are not the citizens of the Russian Federation:

- a copy of the passport or other document, which, in accordance with the legislation of a foreign state, is an identity document as well as its notarized translation into Russian;

c) for legal entities created in accordance with the legislation of the Russian Federation:

- the constituent documents of a legal entity with all registered amendments and additions (the copies certified by a legal entity, or the notarized copies);

- the Certificate of State Registration of a Legal Entity (for legal entities registered before July 01, 2002), - the Certificate of Entry about a Legal Entity in the Unified State Register of Legal Entities), and the Certificate of State Registration of Amendments Made to the Constituent Documents of a Legal Entity (the copies certified by a legal entity, or the notarized copies), or the Record Sheets of the Unified State Register of Legal Entities (the copies certified by a legal entity, or the notarized copies);

- the document confirming the appointment (election) of a person entitled to act on behalf of a legal entity without a power of attorney (a copy of the protocol / decision on appointment / election, certified by a legal entity or the notarized one, or an extract from the protocol / decision on appointment / election);

- certificate of registration of a legal entity with a tax authority at its location in the territory of the Russian Federation (the copy certified by a legal entity, or a notarized copy);

d) for legal entities established in accordance with the legislation of a foreign state:

- the constituent documents of a legal entity in accordance with the legislation of the country of registration, with all registered amendments and additions to the ones (the copies certified by a notary or by an authorized state body);

- the document confirming, in accordance with the legislation of the country of registration of a legal entity, the state registration of a legal entity (a copy certified by a notary or by an authorized state body);

- the certificate of registration with a tax authority in the territory of the Russian Federation if any (the notarized copy);

- the document confirming the location of the organization (a copy certified by a notary or by an authorized state body);

- a document confirming the election (appointment) of the director (directors) of a legal entity (a copy certified by a notary or by an authorized state body).

Unless otherwise provided by the legislation of the Russian Federation and (or) the international agreements of the Russian Federation, the Registration Documents provided by legal entities established in accordance with the legislation of a foreign state shall be legalized (apostilled) in accordance with the established procedure, and if they are not drawn up in Russian, they shall be translated into Russian (the correctness of the translation or the signature of the translator shall be notarized). The Partnership is entitled to request other documents in addition to those provided for in this clause in cases where this does not contradict the legislation of the Russian Federation.

If the Agreement is signed by an authorized representative on behalf of a legal entity and (or) an individual, the Partnership shall be provided with a power of attorney for the representative or other document containing the powers of the representative (an original or a notarized copy) that does not contradict the requirements of the legislation of the Russian Federation.

If a power of attorney is issued on behalf of an individual, such a power of attorney shall be notarized.

If a power of attorney (other document containing the powers of a representative) is drawn up in a foreign language, such a power of attorney shall be translated into Russian (the correctness of the translation or the signature of the translator shall be notarized).

The Partnership is entitled to request other documents in addition to those provided for in this clause in cases where this does not contradict the legislation of the Russian Federation.

* 1. The application can be submitted by the Client to the Partnership in hard copy or under the EDM System. The Application submitted in hard copy shall be signed by an authorized person of the Client. In case of any changes in the scope of services provided by the Partnership, the Client provides the Partnership with an Application indicating the necessary changes.
	2. After connecting/terminating the service, the Partnership shall send the Client a notice of the beginning of the provision or termination of services (hereinafter referred to as the Notice), containing the date and reference number of the received Application as well as the date of the beginning of the provision or termination of services. The Notice shall be sent in hard copy or via the EDM System.

**Section 3. THE RIGHT TO USE THE SOFTWARE**

* 1. The Partnership, on a non-exclusive basis, undertakes to grant the Client, in the manner, to the extent and on the terms stipulated by these Terms and Conditions, the right to use the Software, being specified by the Client in the Application, in the territory of the Russian Federation and beyond its territory (a non-exclusive license or a non-exclusive sub-license).
	2. The Client is entitled to install, access, display, run the Software, the right to use which is granted to it by the Partnership, to use the said Software in accordance with its purpose, including those specified in the technical documentation for the Software.
	3. The Client undertakes not to modify, adapt, deconfigure, decompile, make changes to the Software, the right to use which is granted to it by the Partnership, and also not to create derivative products from it.
	4. In the cases provided for by these Terms and Conditions, the Client is entitled, on a non-exclusive basis and on terms that do not contradict these Terms and Conditions, to grant third parties the right to use the Software, the right to use which is granted by the Partnership (a non-exclusive sublicense), without the right to transfer (distribute) it. In the event that the Client provides a sub-license for the Software, the right to use of which is granted by the Partnership, the Client undertakes to ensure that the corresponding persons comply with the provisions of these Terms and Conditions regarding the procedure and methods of using the Software.
	5. The Client is not entitled to have the right to disclose the information about the passwords for accessing the Software, which is provided to it, except for the cases provided for in these Terms and Conditions. The Client is entitled to transfer the information about the passwords for accessing the Software, which is provided to it, to persons whom it has granted the right to use the relevant Software to. In this case, the Client is obliged to ensure the specified persons’ not disclosing the information about the passwords for accessing the Software, which is transferred to them.

The Client undertakes to immediately inform the Partnership about the loss or disclosure of information provided for in this clause.

The Client is responsible for violation of the requirements provided for in this clause as well as for all risks associated with the violation of the ones, including the risk of unauthorized persons’ using the Software.

* 1. The condition for the Partnership’s granting the right to use the Software is that the Client (another person being is granted the right to use the Software by the Client) has the necessary software and hardware provided for in Appendix No. 3 to these Terms and Conditions, and that the Client (the said person) fulfills other necessary actions (conditions) stipulated by these Terms and Conditions.
	2. The right to use the Software is granted by the Partnership by connecting the Client (the other person who is granted the right to use the Software by the Client) to the Back-End of the Software.

For the purposes of these Terms and Conditions, the connection of the Client (other person to whom the Client has granted the right to use the Software) to the Back-End of the Software means the registration of the Software, installation of the Software and activation of the username (login) and the password for accessing the Software issued and registered in the name of the Client (if necessary to access the Back-End of the Software). The Client (other person to whom the Client has granted the right to use the Software) is considered to be connected to the Back-End of the Software from the moment it becomes possible to exchange information between the Front-End of the Software and the Back-End of the Software.

* 1. The Partnership shall connect the Client (the other person who is granted the right to use the Software by the Client) to the Back-End of the Software within 10 working days after the Client pays the Software registration fee (as defined in Section 7 of these Terms and Conditions) and the Partnership receives information confirming the Client’s (the corresponding person’s) fulfilling the necessary actions (conditions) provided for by these Terms and Conditions.
	2. The registration of the Software shall be performed by registering (entering into the Partnership databases) a username (login) and a password for accessing the Software in the name of the Client.
	3. The installation of the Software shall be performed by installing the Front-End of the Software on the personal computer of the Client (the other person who is granted the right to use the Software by the Client) at the address specified in the Application. The Client is obliged to provide the Partnership with the assistance required to install the Software.
	4. The activation of the username (login) and the password for accessing the Software shall be performed immediately after the registration of the Software by entering the relevant information into the Partnership’s databases.

For the purposes of these Terms and Conditions, the activation of the username (login) and the password for accessing the Software means providing access to the Software using the username (login) and the password for accessing the Software, which are registered in the name of the Client.

* 1. Based on the results of installing the Software and, if necessary, activating the username (login) and the password for accessing the Software, which are issued and registered in the name of the Client, the Partnership shall check the functionality of the Front-End of the Software.
	2. Upon agreeing it with the Client, the Partnership undertakes to provide the Client with the opportunity to pre-test the Software. In cases stipulated by the List of Services, the preliminary testing of the Software is mandatory.

The installation of a test version of the Software for preliminary testing shall be performed by the Client independently within the terms agreed with the Partnership.

* 1. The Client undertakes to use the Software in accordance with the technical documentation for the Software. When using the Software, the Client undertakes not to take actions (inaction) that disrupt or may disrupt the normal functioning of the Software in accordance with its purpose, among other things hindering the Partnership’s providing services to other Clients and (or) disrupting the trading process of the Market Operators, for the conduct of which the Software is used as well as any other actions (inaction) that, at the discretion of the Partnership, hinders or may hinder the standard operation of the Software in accordance with its purpose.
	2. The right to use the Software granted by the Partnership shall terminate in the event of disconnection of the Client (the other person to whom the Client has granted the right to use the Software) from the Back-End of the Software in accordance with Section 9 of these Terms.

The right to use the Software granted by the Partnership shall be considered terminated from the moment the Client (the other person who is granted the right to use the Software) is disconnected from the Back-End of the Software.

* 1. If in accordance with these Terms and Conditions the Client has granted the right to use the Software to third parties, the Client is liable to the Partnership for the actions of such third parties.

**Section 4. SERVICES RELATED TO THE OPERATION OF THE EDM SYSTEM**

* 1. The Partnership undertakes to provide the Client with access to the EDM System in accordance with the Agreement and the Application as well as to provide the related information and technical support services stipulated in these Terms and Conditions.

The access to the EDM System shall be provided to the Client by granting it the right to use the relevant Software.

* 1. **General Terms and Conditions of Using the EDM System**
		1. The digital signature (DS) that meets the following requirements shall be used for Electronic Documents exchange in the EDM System:
			1. The DS shall be an enhanced qualified digital signature in accordance with the legislation of the Russian Federation or an enhanced unqualified electronic signature in accordance with the legislation of the Russian Federation.
			2. The Сertificate of the Key for Verification of DS shall meet the requirements established by the Partnership and posted on [www.nprts.ru](http://www.nprts.ru) website in the Internet.
		2. An Electronic Document can only be signed with the DS, the Certificate of which is provided to the Partnership and registered by the Partnership in the manner prescribed by it.
		3. The Electronic document signed with the DS has the same legal force as a document in hard copy signed in person and entails the legal consequences provided for such a document.
		4. The Electronic Document signed with the DS on behalf of a legal entity shall be recognized as an equivalent to the document in hard copy signed in person and certified by the seal of this legal entity.
		5. The DS is considered to belong to an individual who is the owner of the Certificate (for the Clients being individuals), or a legal entity whose representative is the owner of the Certificate (for the Clients being legal entities).
		6. Signing documents and (or) information in the form of Electronic Documents with the Client’s DS means that such documents and (or) information are signed on behalf of the specified Client, signed by an authorized person, and it also means the authenticity and reliability of such documents and information.
		7. The risk of third parties’ illegally signing an Electronic Document by using the Client’s DS shall be borne by the Client who owns the DS. The Partnership is not liable to the Client in case of third parties’ illegally signing the Electronic Document and using the Client’s DS.
		8. The Partnership is not liable for the actions of the Client as well as its representatives, the term of office or the validity of the Certificate of which has expired (or) has terminated.
		9. The Client hereby approves all actions taken as a result of the exchange of Electronic Documents signed by the Client’s DS, and assumes all rights and obligations related to the performance of these actions.
		10. The Client is liable for the safety and proper use of the DS Keys in accordance with the legislation of the Russian Federation.
		11. The time of creation, receipt and sending of Electronic Documents in the EDM System is recorded by the time of the server on which the EDM System operates. The server time of the EDM System is synchronized with one of the time servers by means of the NTP (Network Time Protocol means a network protocol for synchronizing the internal clock of a server or a computer), the synchronization is carried out once an hour.
	2. **The EDM System Requirements**
		1. The EDM system should provide the Client with the opportunity to:
* exchange the Electronic Documents signed with DS with other Clients being the EDM System users as well as with the Partnership;
* sign the Electronic Documents with the DS of the Owner of the Сertificate of the Key for Verification of Digital Signature;
* verify the authenticity of the DS, which the received Electronic Documents are signed with, using the CIPF;
* record the fact of delivery of Electronic Documents to the addressee.
	1. **The Procedure for Transferring the Electronic Documents and Verifying the DS and the Сertificate of the Key for Verification of DS**
		1. All the Electronic Documents transferred by the Client via the EDM System shall be signed with the DS of the Owner of the Сertificate of the Key for Verification of the DS provided that:
* the DS belongs to such Owner of the Сertificate of the Key for Verification of DS, namely the Сertificate of the Key for Verification of such DS is issued in the name of the Owner of the Сertificate of the Key for Verification of the DS;
* such Certificate is registered by the Partnership as of the time of signing the Electronic Document or as of the time of verification, its validity is not suspended and it is not canceled.
	+ 1. Prior to the addressee’s receiving the Electronic Document transferred through the EDM System, the Partnership shall verify and confirm the authenticity of the DS in such Electronic Document.

The DS verification shall be performed by comparing the information contained in the received Electronic Document, signed with the DS, and the information contained in the Electronic document at the time of signing the Electronic Document with the DS.

The DS Key Certificate verification shall be performed by comparing the information contained in the Sender’s DS Key Certificate and the information contained in the list of revoked (invalid) DS Key Certificates of the certification center that produced the DS Key Certificate to the Sender.

The result of the DS verification is a conclusion on the belonging of the DS to the Sender of the Electronic Document and the fact of making amendments to the Electronic Document after it is signed. The result of the DS Key Certificate verification is a conclusion on the validity of the DS Key Certificate at the time of signing the Electronic Document.

In case of a positive result of the verification of the authenticity of the DS in Electronic Documents sent using “File Gateway of the EDM System” Software as well as the validity of the DS Key Certificate, the Partnership shall sign the corresponding Electronic Document with the Partnership’s DS and send the Electronic Document to the addressee.

In case of a negative result of verification, the Partnership shall not sign the Electronic Document with the Partnership’s DS and shall not send it to the addressee, and the Partnership shall inform the Sender of such Electronic Document about it via the EDM System.

* + 1. The Partnership shall stop transferring Electronic Documents signed with the DS to addressees from the date of suspension or cancellation of the Сertificate of the Key for Verification of such DS.
	1. **The Procedure for Verifying the Belonging of DS to the Owner of the Сertificate of the Key for Verification of DS**
		1. The Client or the Owner of the Сertificate of the Key for Verification of DS is entitled to verify the fact that the DS belongs to other Owner of the Сertificate of the Key for Verification of DS. Upon the request of the Client or the Owner of the Сertificate of the Key for Verification of DS received as an Electronic Document via the EDM System or in hard copy, the Partnership shall provide the Сertificate of therequested Key for Verificationvia the EDM System or in its hard copy, respectively.
		2. The EDM System allows providing certificates which have been registered by the Partnership, the validity of which has not been suspended, and which have not been canceled.
		3. Within 5 (five) business days from the date of receipt of a written request from the Client or the Owner of the Сertificate of the Key for Verification of DS, a copy of the certificate shall be issued to the person who sent such a request, or to its authorized representative (if there is a document confirming such authority), or it shall be sent to the Client by registered mail with return receipt.
1. **Section SERVICES RELATED TO THE USE OF QUATRO SOFTWARE**
	1. **The Procedure for the Electronic Documents Exchange Using Quatro Software**
		1. The DS meeting the following requirements shall be used for the Electronic Documents Exchange Using Quatro Software:
			1. The DS shall be an enhanced qualified digital signature in accordance with the legislation of the Russian Federation.
			2. The Сertificate of the Key for Verification of DS shall meet the requirements established by the Partnership and posted on [www.nprts.ru](http://www.nprts.ru) website in the Internet.
		2. An Electronic Document can only be signed with the DS, the Certificate of which is provided to the Partnership and registered by the Partnership in the manner prescribed by it.
		3. The Electronic document signed with the DS has the same legal force as a document in hard copy signed in person and entails the legal consequences provided for such a document.
		4. The Electronic Document signed with the DS on behalf of a legal entity shall be recognized as an equivalent to the document in hard copy signed in person and certified by the seal of this legal entity.
		5. The DS is considered to belong to an individual who is the owner of the Certificate (for the Clients being individuals), or a legal entity whose representative is the owner of the Certificate (for the Clients being legal entities).
		6. Signing documents and (or) information in the form of Electronic Documents with the Client’s DS means that such documents and (or) information are signed on behalf of the specified Client, signed by an authorized person, and it also means the authenticity and reliability of such documents and information.
		7. The risk of third parties’ illegally signing an Electronic Document by using the Client’s DS shall be borne by the Client who owns the DS. The Partnership is not liable to the Client in case of third parties’ illegally signing the Electronic Document and using the Client’s DS.
		8. The Partnership is not liable for the actions of the Client as well as its representatives, the term of office or the validity of the Certificate of which has expired (or) has terminated.
		9. The Client hereby approves all actions taken as a result of the exchange of Electronic Documents signed by the Client’s DS, and assumes all rights and obligations related to the performance of these actions.
		10. The Client is liable for the safety and proper use of the DS Keys in accordance with the legislation of the Russian Federation.
		11. The time of creation, receipt and sending of Electronic Documents by means of Quatro Software is recorded by the time of the server on which Quatro Software operates. The server time of Quatro Software is synchronized with one of the time servers by means of the NTP (Network Time Protocol means a network protocol for synchronizing the internal clock of a server or a computer), the synchronization is carried out once an hour.
		12. The Electronic Documents transferred by the Client by means of Quatro Software shall be signed with the DS of the Owner of the Сertificate of the Key for Verification of DS provided that:

- the DS belongs to such Owner of the Сertificate of the Key for Verification of DS, namely the Certificate is issued in the name of the Owner of the Сertificate of the Key for Verification of DS;

- such Certificate has been registered by the Partnership as of the time of signing of the Electronic Document or as of the time of verification of the one, and it has not been suspended or canceled.

* 1. **The Peculiarities of the Conclusion of Agreements Using Quatro Software**
		1. The following agreements can be concluded using Quatro Software:

- agreements on the purchase and sale of securities, which are not concluded by on-exchange trading, repo agreements for securities in respect of which the indicative quotes can be announced in the RTS Board Information System. These agreements are concluded in the form provided for in Appendix No. 2 to the Trade Agreement of the Association of Financial Market Participants "Non-profit Partnership for the Development of the RTS Financial Market" (hereinafter referred to as the Trade Agreement) by creating and signing the Electronic Documents with the DS;

The agreements referred to in this clause are hereinafter collectively referred to as the Purchase and Sale Agreements for Financial Instruments.

* + 1. The conclusion of the Purchase and Sale Agreements for Financial Instruments by means of Quatro Software is performed as outlined below:
			1. After the Client draws up a Purchase and Sale Agreements for Financial Instruments by means of Quatro Software, the Partnership verifies the compliance of the parameters contained in such an agreement with the Trade Agreement, including the following parameters:

- codes, symbols and their location in the Purchase and Sale Agreements for Financial Instruments;

- formats (the sequence of message fields, and the correctness of their designation and filling).

In case of a positive result of the verification, the Partnership shall assign “Ready for approval" status to the corresponding Purchase and Sale Agreement for Financial Instruments and notify the Clients, concluding the corresponding Purchase and Sale Agreement for Financial Instruments, about it by means of Quatro Software, and shall request by Quatro Software the readiness of the Client being the counterparty of the Client who has drawn up the corresponding Purchase and Sale Agreement for Financial Instruments (hereinafter referred to as the Counterparty) to approve the corresponding Purchase and Sale Agreement for Financial Instruments.

In case of a negative result of the verification, the Partnership shall not assign the specified status to the corresponding Purchase and Sale Agreement for Financial Instruments until the corresponding Purchase and Sale Agreement for Financial Instruments is brought into conformity with the Trading Agreement.

* + - 1. After the Client receives a request from the Partnership about the readiness to agree on the Purchase and Sale Agreement for Financial Instruments, the Client shall, if necessary, make additions and/or amendments to the Purchase and Sale Agreement for Financial Instruments. The Partnership shall verify the compliance of the parameters contained in the Purchase and Sale Agreement for Financial Instruments with the Trading Agreement and, in case of a positive result of the verification, it shall assign “Under negotiation” status to the Purchase and Sale Agreement for Financial Instruments.

After assigning “Under negotiation” status to the Purchase and Sale Agreement for Financial Instruments, the Clients making the corresponding Purchase and Sale Agreement for Financial Instruments may perform the following actions: sign the Purchase and Sale Agreement for Financial Instruments using the DS belonging to each Client, cancel this agreement or amend it.

* + - 1. If the Client signs the Purchase and Sale Agreement for Financial Instruments prepared in accordance with Сlauses 5.2.2.1. and 5.2.2.2. of these Terms and Conditions, the Partnership shall verify the compliance of the DS with the requirements of Clause 5.1.13. of these Terms and Conditions.

If the verification result is positive, the Partnership shall assign “Signed by the Party” status to the Purchase and Sale Agreement for Financial Instruments (to the Client concluding the Purchase and Sale Agreement for Financial Instruments) / “Signed by the Counterparty” status (to the Counterparty) and shall notify the Clients concluding the corresponding Purchase and Sale Agreement for Financial Instruments using Quatro software.

If the verification result is negative, the signing with DS shall not be performed, the status of the Purchase and Sale Agreement for Financial Instruments shall not be changed, the Partnership shall inform the Client, signing the Purchase and Sale Agreement for Financial Instruments about the negative result of the verification, by means of Quatro software.

After signing the Purchase and Sale Agreement for Financial Instruments by one Client, the Counterparty may perform the following actions: sign the Purchase and Sale Agreement for Financial Instruments using the DS belonging to this Counterparty, cancel this agreement or amend it.

* + - 1. If the Client amends the Purchase and Sale Agreement for Financial Instruments in accordance with Clauses 5.2.2.2. and 5.2.2.3. of these Terms and Conditions as well as after the assignment of “Signed by the Counterparty” / “Signed by the Party” status to the Purchase and Sale Agreement for Financial Instruments, the actions specified in Clause 5.2.2.3. of these Terms and Conditions are repeated.
			2. In case of the Client’s cancelling the Purchase and Sale Agreement for Financial Instruments, the Partnership shall assign “Canceled” status to this agreement and shall notify the Clients, concluding the specified agreement, about it by means of Quatro Software. The Client’s cancelling the Purchase and Sale Agreement for Financial Instruments means the Client’s refusal to sign this agreement. It is impossible to amend the Purchase and Sale Agreement for Financial Instruments or to sign it after it has been assigned “Canceled” status.
			3. After the Partnership receives the Purchase and Sale Agreement for Financial Instruments signed with the DS of both Clients and the positive result of verification of the DS of both Clients, the Partnership shall sign the Purchase and Sale Agreement for Financial Instruments with the DS of the Partnership, assign “Registered” status to this agreement and notify the Clients, who signed the specified agreement, by means of Quatro Software.
			4. The Clients’ receiving the “Registered” status notice means that the Purchase and Sale Agreement for Financial Instruments has been signed by both Clients. After assigning this status, the Purchase and Sale Agreement for Financial Instruments may be terminated (canceled) by the Clients who signed it, or it may be amended by signing an additional agreement by the Clients, who have signed it, by means of Quatro Software.
		1. The actions specified in Clauses 5.2.1. – 5.2.2. of these Terms and Conditions shall be performed by the Clients and by the Partnership by means of Quatro Software in the manner prescribed by the user documentation for the Quatro Software posted on the Partnership’s website www.nprts.ru in the Internet.
		2. The electronic forms used for the actions specified in Clauses 5.2.1. - 5.2.2. of these Terms and Conditions as well as the list and definitions of the statuses of documents generated during the implementation of these actions, are determined by the user documentation for Quatro Software posted on the Partnership’s website www.nprts.ru in the Internet.
		3. The format of electronic documents representing the Purchase and Sale Agreement for Financial Instruments, additional agreements to the Purchase and Sale Agreement for Financial Instruments, the agreements on termination of the Purchase and Sale Agreement for Financial Instruments and other documents related to the conclusion and execution of the Purchase and Sale Agreement for Financial Instruments as well as the printed the forms of the documents listed in this clause, formed on the basis of the relevant electronic documents, are determined by the Trade Agreement.

**Section 6. THE PLACEMENT OF THE CLIENT EQUIPMENT**

* 1. In the cases specified in the List of Services, the Partnership shall ensure the placement of the equipment, transferred by the Client, on the terms stipulated by the List of Services and the Application.
	2. The Partnership undertakes to place the equipment specified in the Application and transferred to it by the Client, and to return it safe.
	3. The acceptance of the Client's equipment for placement and the returning of the one to the Client shall be performed according to an act signed by the Parties.
	4. The Partnership shall perform the placement of the equipment transferred by the Client until it is requested by the Client, unless otherwise provided by the Agreement.

**Section 7. SUBSCRIPTION SERVICES AND MAINTENANCE WORKS**

* 1. The Partnership undertakes to provide subscription services for the Software, the right to use which is granted by the Partnership to the Client as well as to fulfill the preventive works in relation to the said Software within the timeframes determined by the Partnership.
	2. The subscription services for the Software includes the following ones:
* consulting the Client on the operation of the Software. The consulting is performed during the working hours of the Partnership by e-mail or telephone. As the Parties agree, fax, ftp-server or mail can also be used;
* upon the corresponding release, providing the Client (the other person to whom the Client has granted the right to use the Software) with the new versions of the Software, the right to use which is granted by the Partnership to such a Client (such a person). If it is necessary to replace the version of the Software, the right to use which is granted to the Client (the other person to whom the Client has granted the right to use the Software) with the new one, the Partnership shall perform such a replacement.
	1. At the time of fulfilling the maintenance works, the Partnership is entitled to terminate partially or completely the access of the Client (the other person to whom the Client has granted the right to use the Software) to the Back-End of the corresponding Software. The Partnership undertakes to inform the Client about all planned interruptions in the operation of the Back-End of the Software and/or communication facilities no later than 24 hours before the commencement of the ones.

**Section 8. THE PROCEDURE FOR PAYMENT FOR INFORMATION AND TECHNICAL SUPPORT SERVICES**

* 1. The cost of information and technical support services (Tariffs) is set in the List of Services. The procedure for payment for information and technical services is established in this section of the Terms and Conditions.
	2. Tariffs can be set in the following form:
* the registration fee (hereinafter referred to as the Registration Fee), and (or)
* the subscription fee (hereinafter referred to as the Subscription Fee), and (or)
* other payments specified in the List of Services;

The Registration Fee specified in the List of Services is charged at a time.

The Subscription Fee specified in the List of Services is charged monthly or annually in accordance with the terms specified in the List of Services.

Upon that, the date of the beginning of the calculation of the Subscription Fee is the date of connection of the Front-End of the Software installed on the computer(s) of the Client (the other person to whom the Client has granted the right to use the Software) to the Back-End of the corresponding Software.

The monthly Subscription Fee shall be charged in the following manner:

- if the Partnership starts providing the relevant information and technical support services before the 15th day of the corresponding calendar month being paid (inclusive), the full amount of the corresponding Subscription Fee shall be charged, and if the Partnership starts providing the said services after the specified date, half of the amount of the corresponding Subscription Fee shall be charged;

- if the Partnership stops providing the relevant information and technical support services before the 15th day of the corresponding calendar month being paid (inclusive), half of the amount of the corresponding Subscription Fee shall be charged, and if the Partnership stops providing the said services after the specified date, the full amount of the corresponding Subscription Fee shall be charged.

The annual Subscription Fee shall be charged in the following manner:

- the annual Subscription Fee shall be charged in full regardless of the date of commencement of the provision of the relevant information and technical support services;

- if the Partnership terminates the provision of the relevant information and technical support services, the Client shall be refunded the amount of the annual Subscription Fee minus the amount paid for the services actually provided in the annual period.

In the event that maintenance works are fulfilled for a period exceeding three working days during a calendar month, the amount of the Subscription Fee shall be reduced in proportion to the time during which such works were fulfilled.

Other payments specified in the List of Services are charged monthly based on the results of the month in which the corresponding services were provided.

Information and technical support services provided by the Partnership shall be paid in full regardless of the volume of the Client’s using the ones.

The Tariffs are specified in the List of Services excluding VAT.

* 1. The Сlient shall pay for information and technical support services based on the invoices issued by the Partnership.

Invoices to be paid by residents of information and technical support services shall be issued in rubles. Invoices to be paid by non-residents of information and technical support services shall be issued in US dollars at the exchange rate of the Bank of Russia as of the date of invoicing.

The Partnership shall issue an invoice for the payment of the Registration Fee based on the Application in hard copy signed by the Client or received via the EDM System from the Client after the conclusion of the Agreement.

Invoices for the payment of subscription services shall be issued no later than 10 calendar days before the start of the paid period. Upon that, the payment shall be made no later than the last day of the month preceding the period being paid.

If the scope of services provided by the Partnership is changed, the Client shall pay the Registration Fee to the Partnership or reimburse the Partnership for the positive difference between the previously valid and the current Registration Fee, it shall also refund the positive difference between the Subscription Fee under the previous scope of services and the Subscription Fee under the new scope of services.

Other payments for the provision of relevant information and technical support services shall be specified by the Partnership in the invoices for the provision of information technology support services, and the ones shall be paid to the Partnership in the manner prescribed by this clause.

* 1. The Client is considered to have fulfilled his payment obligations from the moment the funds are received to the settlement account of the Partnership.
	2. The Client shall pay all expenses of the Partnership related to troubleshooting and fulfilling of works in the territory of the Client (the other person to whom the Client has granted the right to use the Software), including the works arising from unauthorized interference with the functioning of the Software installed in accordance with the Application. In case of a specialist's visiting the place of installation of the Software specified in the Application for the purpose of installing such Software or performing the specified works, the Client shall pay for the specialist’s visit as well as reimburse all travel expenses of such a specialist.

The Client shall not reimburse the Partnership for the specified expenses of the Partnership if the said works are required through the fault of the Partnership or the person being the copyright holder of the Software.

* 1. Information and technical support services are considered to be properly provided if, after 3 (three) days after the end of the calendar month in which such services were provided, no claims, which are formalized in accordance with Section 10 of these Terms and Conditions, were made to the Partnership for the improper provision of services.

**Section 9. DISCONNECTING THE CLIENT FROM THE BACK-END OF THE SOFTWARE**

* 1. Disconnecting the Client from the Back-End of the Software means the Partnership’s actions making the access to the Back-End of the Software impossible for the Client and all persons to whom this Client has granted the right to use the Software (the termination of opportunity to exchange information between the corresponding Front-End of the Software and the Back-End of the Software).
	2. The disconnection from the Back-End of the Software may be temporary or permanent. The decision on the type of disconnection shall be made by the Partnership taking into account the provisions of this Section.
	3. The disconnection of the Client from the Back-End of the Software may be caused by the following reasons:
		1. the Client’s violating the terms of the Agreement as well as the provisions of these Terms and Conditions and the provisions of the Partnership’s internal documents;
		2. the termination of the Agreement;
		3. at the written request of persons with whom the Partnership has a contractual relationship regarding the information and technical services.

If the Agreement is terminated, the Partnership shall permanently disconnect the Client and all persons, being granted the right to use the Software by the Client, from the Back-End of the Software.

* 1. Technical reasons, which resulted in the impossibility of access to the Back-End of the Software, are not the disconnection of the Client (the other person to whom the Client has granted the right to use the Software) from the Back-End of the Software.
	2. Shall the Partnership decide to temporarily disconnect the Client (the other person to whom the Client has granted the right to use the Software) from the Back-End of the Software on the grounds provided for in Clause 9.3.1. of these Terms and Conditions, the decision of reconnection shall be made after the elimination of the violations committed by the Client.

Shall the Partnership decide to temporarily disconnect the Client (the other person to whom the Client has granted the right to use the Software) from the Back-End of the Software on the grounds provided for in Clause 9.3.3. of these Terms and Conditions, the decision of reconnection shall be made after receiving the information about the possibility of such reconnection from the person at whose request the Client (the other person to whom the Client has granted the right to use the Software) was disconnected from the Back-End of the Software.

**Section 10. DISPUTE RESOLUTION PROCEDURE**

* 1. In the event of disputes arising from the Agreement, the Parties are obliged to comply with the claiming procedure for resolving disputes before applying to court. The complaint and the response to the complaint shall be sent in writing via the means of communication ensuring the record of their delivery, or shall be handed out against receipt. The following data shall be specified in the complaint:
* the claimant’s claims;
* the amount of the complaint and its reasonable calculation if the complaint is subject to estimated monetary value;
* the circumstances on which the claims are based and the evidence supporting the ones;
* the list of documents and other evidence attached to the complaint;
* other information required for the settlement of the dispute.
	1. In case of full or partial refusal to satisfy the complaint, actual dissatisfaction of the complaint or failure to receive a response to the complaint within the time limit, the claimant is entitled to apply to court. All disputes arising from the Agreement are subject to resolution in the Arbitration Court of the city of Moscow.
	2. The complaint shall be considered within 30 (thirty) days from the date of receipt. The acknowledged and unacknowledged claims contained in the complaint shall be specified in the response to the complaint.

In case of full or partial refusal to satisfy the complaint, the following data shall be specified in the response to the complaint:

* justified reasons for refusal with reference to the relevant regulatory legal acts of the Russian Federation;
* evidence justifying the refusal;
* the list of documents attached to the response to the complaint, and other evidence;
* other data required for the settlement of the dispute.

**Section 11. RESPONSIBILITY**

* 1. The Partnership is not responsible for the actions of persons that have led to the impossibility of fulfilling obligations under the Agreement if the actions of such persons cannot be controlled by the Partnership.
	2. The Partnership does not guarantee:
1. the compliance of the Software with the Client’s needs, the opportunity to use the Software in any specific way and/or obtaining specific results from the Software;

2) the uninterrupted operation of the Software and the absence of errors in it.

The Partnership is not responsible in the event of noncompliance or incomplete compliance of the Software with the Client’s needs, any negative result and/or non-receipt of any positive result upon using the Software. The Partnership is also not responsible for Software failures as well as for any negative consequences of such failures.

* 1. In case of fault (guilty intent or gross negligence), a party to the Agreement that has not fulfilled its obligations or has fulfilled the ones improperly is obliged to compensate the other party for the actual damage incurred by such a party. In any case, the liability of the Partnership to the Client is limited to the amount of payments made by such Client in accordance with the Tariffs established for the respective Software for one year.

**Section 12. FINAL PROVISIONS**

* 1. The amendments to these Terms and Conditions shall be made unilaterally under decisions of the Partnership by means of approving the corresponding amendments to these Terms and Conditions. The text of the amended version of these Terms and Conditions as well as the data on the entry into force of amendments to these Terms and Conditions shall be posted on www.nprts.ru website in the Internet.

 If the amendments to these Terms and Conditions are related to the increase of Tariffs, the Partnership shall post the text of the amended version of these Terms and Conditions as well as the data on the entry into force of amendments to these Terms and Conditions no later than 10 days before the date of entry into force of such amendments.

* 1. Any of the Parties is entitled to cancel the Agreement in whole or in any part as well as to refuse from providing/receiving one or more information and technical support services by notifying the other party in writing no later than 10 days before the date of termination of the Agreement.

If the Client does not agree with the amendments made by the Partnership to these Terms and Conditions, the Client is entitled to refuse to execute the Agreement by notifying the Partnership in writing no later than 5 days before the date of termination of the Agreement.

In case of the Client’s delaying its payment for information and technical support services for more than one calendar month, the Partnership is entitled to unilaterally refuse to execute the Agreement by notifying the Client in writing. In this case, the date of the termination of the Agreement is the date of sending such a notification.

* 1. The Client is not entitled to transfer its rights and obligations under the Agreement without the prior written consent of the Partnership.

**Appendix No. 1**

 **To the Terms and Conditions for the Provision**

 **of Information and Technical Support Services**

 **of Association of financial market participants**

 **“Nonprofit Partnership for the Development of Financial Market RTS”**

**Agreement for Information and Technical Support of NP RTS**

 **Moscow \_\_ \_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_**

Association of financial market participants “Nonprofit Partnership for the Development of Financial Market RTS” (hereinafter referred to as the Partnership) represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the one part, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Client”) represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other part, hereinafter collectively referred to as the “Parties”, have concluded this Agreement as follows:

1. This Agreement has been concluded in accordance with the Terms and Conditions for the Provision of Information and Technical Support Services of Association of financial market participants “Nonprofit Partnership for the Development of Financial Market RTS” (hereinafter referred to as the “Terms and Conditions”) being in effect at the time of the conclusion of the Agreement and are an integral part of the Agreement. The Parties have agreed to apply the standards and guidelines established by the Terms and Conditions to all relations arising from this Agreement. The terms used in this Agreement are interpreted in accordance with the Terms and Conditions.

2. The Partnership undertakes to provide the Client with information and technical support services, stipulated in the Terms and Conditions, in accordance with the Application (Applications), which is (are) an integral part of this Agreement, in the manner and on the terms established in the Terms and Conditions.

3. The Client undertakes to pay for the said services in the amount specified in the List of Services. The payment shall be made in the manner and terms established in the Terms and Conditions.

4. The Parties have agreed that this Agreement shall enter into force from the date of its conclusion and shall be valid until it is terminated by the Parties as agreed by the Parties or as initiated by one of the Parties in the manner established in the Terms and Conditions.

5. All the documents exchanged by the Parties in the process of fulfilling their obligations under this Agreement shall be provided in a way that allows confirming the delivery of the corresponding document to the counterparty.

**THE PARTNERSHIP THE CLIENT**

The NP RTS Association

Address: Россия, 127006,

Floor 6, off. 16, room 2, 38/1 Dolgorukovskaya, Moscow 127006, Russia

Mail address: 38/1 Dolgorukovskaya, Moscow 127006, Russia

Bank details:

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**SIGNATURES OF THE PARTIES**

**On behalf of the Partnership: On behalf of the Client**

**\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_/ \_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_/**

**Appendix No. 2**

 **To the Terms and Conditions for the Provision**

 **of Information and Technical Support Services**

 **of Association of financial market participants**

 **“Nonprofit Partnership for the Development of Financial Market RTS”**

**The List of Services**

1. **Information and technical support services for providing access to the RTS Board Information System using the Software**

Terminal – Quatro Software providing an opportunity:

- to access the RTS Board Information System in viewing mode (in viewing access mode), or

- to access the RTS Board Information System in anonymous viewing mode (in anonymous access mode), or

- to access the RTS Board Information System in the quoting mode (in quoting access mode) and

- to remotely access the RTS Board Information System using the API protocol to view information in all Market Sectors (in viewing access mode), or

- to conclude the securities purchase and sale agreements, securities repo agreements outside the on-exchange trading (hereinafter collectively referred to as the Purchase and Sale Agreements for Financial Instruments).

 ***1.1. Information and technical support services for providing access to the RTS Board Information System in “Equity and Capital Market Instruments” Market Sector using the Software:***

1.1.1. ***“RTS Board EQ” Terminal in viewing access mode*** is the Terminal used to access the RTS Board Information System in “Equity and Equity Market Instruments” Market Sector in viewing access mode.

 The right to use *the “RTS Board EQ” Terminal in viewing access mode* can be granted only to the Clients who have been granted access to the RTS Board Information System in the Equity and Capital Market Instruments Market Sector in the viewing mode in accordance with the Rules for the provision of services for providing access to the RTS Board Information System.

 The Clients who have been granted the right to use *the RTS Board EQ Terminal in* *viewing access mode* can, for an additional fee, be provided with remote access to the RTS Board Information System using the API protocol in the mode of viewing information about the following Market Sectors: “Equity and Capital Market Instruments”, "Fixed Income Instruments" in the manner prescribed in Clause 1.11. of this List.

**Tariffs** (per one Terminal)**:**

Registration Fee for the Terminal is 2 500 rubles;

Subscription Fee for the Terminal is 10 000 rubles per month.

1.1.2. Subscription Fee for “***RTS Board EQ” Terminal in anonymous access mode*** is the Terminal used to access the RTS Board Information System in “Equity and Equity Market Instruments” Market Sector in anonymous access mode.

 The right to use *the “RTS Board EQ” Terminal in anonymous access mode* can be granted only to the Clients who have been granted access to the RTS Board Information System in “Equity and Capital Market Instruments” Market Sector in anonymous viewing mode in accordance with the Rules for the provision of services for providing access to the RTS Board Information System.

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 If the “RTS Board” Terminal is indicated in the Connection Scheme signed by the Client, for the purposes of these Terms, it is considered that such Client has been provided with the “RTS Board EQ” Terminal in the appropriate mode (viewing access mode, anonymous access mode or quoting access mode), and the Partnership provides the Client with information and technical support services for providing access to the RTS Board Information System in “Equity and Capital Market Instruments” Market Sector in accordance with the provisions governing the conditions and procedure for the provision of such services and being stipulated in these Terms and Conditions (including subclauses 1.1 .1., 1.1.2., 1.1.3. or 1.1.4 ... Appendix No. 2 to these Terms and Conditions), including tariffs, and the Rules for the provision of services for providing access to the RTS Board Information System in terms of providing access to the Information System RTS Board in “Equity and Capital Market Instruments” Market Sector.

**Tariffs** (per one Terminal)**:**

Registration Fee for the Terminal is 2 500 rubles;

Subscription Fee for the Terminal is 5 000 rubles per month.

1.1.3. ***Terminal "RTS Board EQ" in client access mode*** 2is the Terminal used to access the RTS Board Information System in “Equity and Equity Market Instruments” Market Sector in client access mode.

 The right to use *the “RTS Board EQ” Terminal in client access mode* can be granted only to Clients who have been granted access to the RTS Board Information System in “Equity and Equity Market Instruments” Market Sector in the client viewing mode in accordance with the Rules for the provision of services for providing access to the RTS Board Information System.

**Tariffs** (per one Terminal)**:**

Registration Fee for the Terminal is 500 rubles;

Subscription Fee for the Terminal is 2 500 rubles per year.

1.1.4. ***"RTS Board EQ" Terminal in quoting access mode*** is the Terminal used to:

- access the RTS Board Information System in “Equity and Capital Market Instruments” Market Sector in quoting access mode.

 The right to use the *“RTS Board EQ” Terminal in quoting access mode* can be granted only to the Clients who have been granted access to the RTS Board Information System in “Equity and Capital Market Instruments” Market Sector in quoting access mode in accordance with the Rules for the provision of services for providing access to the RTS Board Information System.

The Clients who have been granted the right to use *the “RTS Board EQ” Terminal in the quoting access mode* can, for an additional fee, be provided with remote access to the RTS Board Information System using the API protocol to view information about the following Market Sectors: “Equity and Capital Market Instruments”, “Fixed Income Instruments” in the manner prescribed in Clause 1.11. of this List.

 The Clients who have been granted the right to use the RTS Board EQ Terminal in quoting access mode are granted the right to use the RTS Board TR Terminal.

**Tariffs** (per one Terminal)**:**

Registration Fee for “RTS Board EQ” Terminal is 2 500 rubles;

 Registration Fee for “RTS Board TR” Terminal is included in Registration Fee for “RTS Board EQ” Terminal;

Subscription Fee for “RTS Board EQ Terminal” is 7 500 rubles per month;

 Subscription Fee for “RTS Board TR” Terminal is included in Subscription Fee for “RTS Board EQ” Terminal.

***1.2. Information and technical support services for providing access to the RTS Board Information System in “Fixed Income Instruments” Market Sector using the Software:***

1.2.1. ***“RTS Board FI” Terminal in viewing access mode***is the Terminal used to access the RTS Board Information System in “Fixed Income Instruments” Market Sector in viewing access mode.

 The right to use “*RTS Board FI” Terminal in viewing access mode* can be granted only to the Clients who have been granted access to the RTS Board Information System in “Fixed Income Instruments” Market Sector in viewing access mode in accordance with the Rules for the provision of services for providing access to the RTS Board Information System.

The Clients who have been granted the right to use *the “RTS Board FI” Terminal in viewing access mode* can, for an additional fee, be provided with remote access to the RTS Board Information System using the API protocol to view information about the following Market Sectors: “Equity and

2 From 01.04.2019, the conclusion of client agreements for granting the right to use the RTS Board EQ Terminal in the client access mode is terminated. For Clients who have entered into an agreement on granting the right to use the RTS Board EQ Terminal in the client access mode before 01.04.2019 and have paid the annual subscription fee for the right to use such Terminal before the specified date, the right to use the RTS Board EQ Terminal in the client access mode is valid until the expiration of the paid annual period of the right to use the specified Terminal. After the expiration of the paid annual period of the right to use the RTS Board EQ Terminal by the Client in the client access mode, for the purposes of these Terms and Conditions, it is considered that such Client is granted the right to use the RTS Board EQ Terminal in the anonymous access mode without charging the registration fee.

 Capital Market Instruments”, “Fixed Income Instruments” in the manner prescribed in Clause 1.11. of this List.

**Tariffs** (per one Terminal)**:**

Registration Fee for the Terminal is 2 500 rubles;

Subscription Fee for the Terminal is 10 000 rubles per month.

1.2.2. ***“RTS Board FI” Terminal in anonymous access mode***is the Terminal used to access the RTS Board Information System in “Fixed Income Instruments” Market Sector in anonymous access mode.

 The right to use *“RTS Board FI” Terminal in anonymous access mode* can be granted only to the Clients who have been granted access to the RTS Board Information System in “Fixed Income Instruments” Market Sector in anonymous access mode in accordance with the Rules for the provision of services for providing access to the RTS Board Information System.

**Tariffs** (per one Terminal)**:**

Registration Fee for the Terminal is 2 500 rubles;

Subscription Fee for the Terminal is 5 000 rubles per month.

1.2.3. ***“RTS Board FI” Terminal in quoting access mode***is Терминал, с использованием которого:

- access the RTS Board Information System in “Fixed Income Instruments” Market Sector in quoting access mode;

 The right to use the *“RTS Board FI” Terminal in quoting access mode* can be granted only to the Clients who have been granted access to the RTS Board Information System in “Fixed Income Instruments” Market Sector in quoting access mode in accordance with the Rules for the provision of services for providing access to the RTS Board Information System.

The Clients who have been granted the right to use *the “RTS Board FI” Terminal in the quoting access mode* can, for an additional fee, be provided with remote access to the RTS Board Information System using the API protocol to view information about the following Market Sectors: “Equity and Capital Market Instruments”, “Fixed Income Instruments” in the manner prescribed in Clause 1.11. of this List.

 The Clients who have been granted the right to use *the “RTS Board FI” Terminal in the quoting access mode* are granted the right to use *the “RTS Board TR” Terminal*

**Tariffs** (per one Terminal)**:**

Registration Fee for “RTS Board FI” Terminal is 2 500 rubles;

 Registration Fee for “RTS Board TR” Terminal is included in Registration Fee for “RTS Board FI” Terminal;

Subscription Fee for “RTS Board FI Terminal” is 7 500 rubles per month;

 Subscription Fee for “RTS Board TR” Terminal is included in Subscription Fee for “RTS Board FI” Terminal.

***1.3. The package services of information and technical support for providing access to the RTS Board Information System in "Equity and Capital Market Instruments" and "Fixed Income Instruments" Market Sectors using the Software:***

1.3.1. ***“RTS Board EQ/FI” package in quoting access mode*** is the set (package) of *the “RTS Board EQ Terminal” in quoting access mode* and *the “RTS Board FI” Terminal in the quoting access mode*.

 The right to use the Terminals in *the "RTS Board EQ / FI" Package in quoting access mode* can be granted only to the Clients who have been granted access to the RTS Board Information System in “Equity and Capital Market Instruments” and “Fixed Income Instruments” Market Sectors in the quoting mode access in accordance with the Rules for the provision of services for providing access to the RTS Board Information System.

 The Clients who have been granted the right to use the Terminal in *the “RTS Board EQ / FI” Package in the quoting access mode* are granted the right to use the “RTS Board TR” Terminal.

**Tariffs** (per one package of Terminals)**:**

 Registration Fee for one package of “RTS Board EQ/FI” Terminals is 5 000 rubles;

 Registration Fee for the “RTS Board TR” Terminal is included in Registration Fee for one package of “RTS Board EQ/FI” Terminals;

 Subscription Fee for one package of “RTS Board EQ/FI” Terminals is 10 000 rubles per month;

 Subscription Fee for the “RTS Board TR” Terminal is included in Subscription Fee for one package of “RTS Board EQ/FI” Terminals

***1.4. Information and technical support services for providing access to the conclusion of agreements using the Software:***

1.4.1. “*RTS Board TR” Terminal* is the terminal by means of which securities purchase and sale agreements can be concluded outside on-exchange trading with and without the use of information obtained from the RTS Board Information System.

**Tariffs** (per one Terminal)**:**

Registration Fee for the Terminal is 2 500 rubles;

Subscription Fee for the Terminal is 5 000 rubles per month.

***1.5. Information and technical support services for providing the opportunity to conclude agreements using the Software:***

1.5.1. The conclusion of an agreement using the Software (with and without the use of information obtained from the RTS Board Information System).

**Tariffs** (per one Terminal)**:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | The type of the agreement | Tariff | Minimum tariff value (not less than), rub. | Maximum tariff value (not more than), rub. |
|  | securities purchase and sale agreement excluding bonds and depositary receipts for bonds, securities repo agreement, excluding bonds and depositary receipts for bonds (“Equity and Capital Market Instruments” Market Sector) (conclusion of EQ agreements)  | 0.001% of the agreement amount\* | 10 | 500 |
|  | purchase and sale agreement for bonds or depositary receipts for bonds, repo agreement with bonds or depositary receipts for bonds (“Fixed Income Instruments” Market Sector) (conclusion of FI agreements)  | 0.005% of the agreement amount\* | 10 | 500 |

 \* the agreement amount means the amount of funds under the securities purchase and sale agreement / under the first part of the securities repo agreement. For the purpose of determining the amount of payment for services, the amount expressed in foreign currency is converted into rubles of the Russian Federation at the rate established by the Bank of Russia as of the date of the conclusion of the corresponding securities purchase and sale agreement, securities repo agreement.

1.5.2. Providing, at the request of the Client, the agreement concluded by the Client using Quatro Software and certified by the Partnership in hard copy - 20 rubles per agreement.

***1.6. Information and technical support services for providing remote access to the RTS Board Information System using the API protocol to view information about the following Market Sectors: “Equity and Capital Market Instruments”, “Fixed Income Instruments”.***

The procedure for the provision of Services:

1. The services are provided only to the Clients who have been granted the right to use the Terminals in quoting or viewing access modes.

2. The services are provided subject to the Client’s submitting an Application.

3. In order to be provided the Services, the Client shall download Quatro Software component (hereinafter referred to as the Component) posted on the Internet page at http://api.rtsboard.ru.

4. The Partnership being the copyright holder of the Component shall grant the Client the right to use the Component under the terms of a simple non-exclusive license in the following ways: reproduction, processing (modification) and use according to its functional purpose. While using the Component, the Client is entitled to develop its own software, using which the Client will access the RTS Board Information System via the API protocol to view information about the following Market Sectors: “Equity and Capital Market Instruments”, “Fixed Income Instruments”. The right to use the Component shall be granted to the Client for the duration of the exclusive right to the Component.

5. If after receiving the Client’s Application the Partnership makes a decision to provide the Services to the Client, the Partnership shall provide the Client with a login and password to access the RTS Board Information System. The date of the commencement of the provision of the Services to the Client is the date when the Client receives the first access to the RTS Board Information System using the login and the password provided to the Client.

**Tariffs:**

 Registration Fee is 5 000 rubles;

 Subscription Fee is 25 000 rubles per month;

 The License Fee for granting the right to use Quatro Software Component is included in Registration Fee.

1. The RTS network, data transmission services and placement of the Client’s equipment in the premises of the Partnership

The RTS network is a set of technical means, telecommunications and communication lines, the rights to which belong to the Partnership.

For the purposes of this Section 2, the following definitions are used:

- information on the state of the market at PJSC “Saint Petersburg Exchange” trading;

- information on the state of the market at CJSC “MICEX Stock Exchange” trading in Classica Market Sector, collectively referred to as “PLAZA system information";

- information on the state of the market during trading on FORTS Derivatives Market of PJSC “Moscow Exchange”; information on the state of Derivatives Market of PJSC “Saint Petersburg Exchange”; information on the state of Derivatives Market of JSC “Moscow Energy Exchange”; information on the state of CJSC “MICEX Stock Exchange” trading in Standard Market Sector, collectively referred to as “FORTS system information";

2.1. *Setting up the access to the RTS network*

* + 1. Setting up the access through a dedicated communication channel costs 4 500 rubles.
		2. Setting up the access via the Internet by means of a secure channel together with the arrangement of a connection between the Client’s local network and the RTS network costs 4 500 rubles.
		3. Setting up the access via the Internet by means of VPN connection together with the provision of one VPN login and the opportunity of establishing one session costs 4 500 rubles.
		4. Setting up the access to the Internet by using a single IP address costs 4 500 rubles.

*2.2. Installation and setting of the Client’s network equipment*

In case of connection to the RTS network in the ways listed in Clauses 2.1.1 and 2.1.2 of this List, the installment of a router is required.

The router requirements:

* the router shall be manufactured by Cisco, the model shall be agreed with the Partnership specialists in each case, but not lower than Cisco 1841; Cisco 29xx series recommended;
* the software version of the router must be at least 12.4;
* if connected in accordance with Clause 2.1.2 of this List, the router software version shall support encryption functionality;
* the router should be used only for the arrangement of a channel between the Client’s local network and the RTS network;
* The Client is obliged to provide the Partnership with remote access to the router in the privileged mode of level 15 without preserving the Client’s access rights in the specified mode;
* the setting and management of the router during the operation of the channel for connecting to the RTS network shall be performed by the specialists of the Partnership.

The network equipment setting costs 6 000 rubles.

*2.3. Data transmission services*

This tariff is charged for each channel of connection to the RTS network.

If the connection is made via the Internet but without setting up the access to the RTS network in accordance with Clause 2.1 of this List, the tariff is charged only if the RTS Workstation is connected in the viewing mode / Client Station or the FORTS Trading Terminal is connected in accordance with the Terms and Conditions for the provision of information and technical services of LLC “MB Technologies”.

2.3.1. Data transmission services for accessing PLAZA system information cost 4 500 rubles per month.

2.3.2. Data transmission services for access to information of FORTS system and to information of PLAZA system via the Internet in accordance with Clauses 2.1.2, 2.1.3 of this List cost 4 500 rubles per month.

2.3.3. Data transmission services for access to information of the FORTS system through dedicated communication channels in accordance with Clause 2.1.1 of this List:

|  |  |
| --- | --- |
| Mbit/s | Subscription Fee  |
| 2 Mbit/s and lower | 4 500 rubles per month |
| 5 Mbit/s | 8 000 rubles per month |
| 10 Mbit/s | 12 000 rubles per month |
| 20 Mbit/s  | 20 000 rubles per month |
| 50 Mbit/s | 30 000 rubles per month |
| 100 Mbit/s up to 1 Gbit/s | 40 000 rubles per month |
| 1 Gbit/s | 60 000 rubles per month |

2.3.4. Data transmission services for access to the software, for which JSC “Best Execution” Client is granted the right of use, via the Internet in accordance with Clauses 2.1.2, 2.1.3, 2.1.4 of this List cost 4 500 rubles per month.

2.3.5. Data transmission services for access to the software, for which JSC “Best Execution” Client is granted the right of use, via the dedicated communication channels of third-party operators in accordance with Clause 2.1.1 of this list:

|  |  |
| --- | --- |
| Mbit/s | Subscription Fee  |
| 10 Mbit/s and lower[[1]](#footnote-2) | 6 000 rubles per month |
| 20 Mbit/s  | 8 000 rubles per month |
| 50 Mbit/s | 12 000 rubles per month |
| 100 Mbit/s  | 15 000 rubles per month |
| 1 Gbit/s | 20 000 rubles per month |

2.3.6. Data transmission services for access to the software, for which JSC “Best Execution” Client is granted the right of use, via the dedicated communication channels of the Partnership in accordance with Clause:

|  |  |
| --- | --- |
| Mbit/s | Subscription Fee  |
| 20 Mbit/s and lower | 16 000 rubles per month |
| 50 Mbit/s | 24 000 rubles per month |
| 100 Mbit/s  | 30 000 rubles per month |
| 1 Gbit/s | 40 000 rubles per month |

2.3.7. Services of data transmission from ECZ DS (as defined in clause 2.4. of this List) to CCZ DS (as defined in clause 2.4. of this List) via the equipment of the Partnership:

|  |  |
| --- | --- |
| Mbit/s | Subscription Fee  |
| 100 Mbit/s and lower | 10 000 rubles per month |
| 1 Gbit/s | 90 000 rubles per month |

2.3.8. Services of data transmission from CCZ DS (as defined in clause 2.4. of this List) to CCZ D38 (as defined in clause 2.4. of this List) via the equipment of the Partnership:

|  |  |
| --- | --- |
| Mbit/s | Subscription Fee  |
| 100 Mbit/s and lower | 15 000 rubles per month |
| 1 Gbit/s | 20 000 rubles per month |

*2.4.  The placement of the Client’s equipment*

The placement of the Client’s equipment is carried out depending on the proposed scope of services and the purposes of placement:

1. In the premises of the Partnership at the address: Moscow, st. Dolgorukovskaya, 38, building 1, equipped with systems of protection against unauthorized access, uninterruptible power supply, maintenance of temperature and humidity conditions, specialized fire extinguishing systems, and other engineering systems.

In addition, the required connections and maintenance of the Client’s equipment are carried out in the specified premises. The maintenance includes the monitoring of operation of the Client’s equipment from 8:00 to 24:00 (Moscow time) on weekdays by the Partnership specialists, prompt notification of the Client's technical services about any failure, and the server power restart. The equipment is placed in 19 '' mounting cabinets (racks) (hereinafter referred to as the rack). Allowable power for one rack is 5 kW.

1. In exchange colocation zone of the Partnership (ECZ D38):

The placement of the Client’s equipment in ECZ D38 presupposes the technical possibility of direct connection of the Client’s equipment to the equipment having the software, for which the right of use is granted to JSC “Best Execution” Client.

It is intended for Clients who want to get the maximum performance of data exchange between the Client's equipment being placed and the equipment having the software for which the right of use is granted to JSC “Best Execution” Client.

1. In common colocation zone of the Partnership (CCZ D38):

Placing the Client’s equipment in CCZ D38 implies the possibility for the Client to receive services that are not related to the direct interaction of the Client’s equipment with the equipment having the software for which the right of use is granted to JSC “Best Execution” Client.

2. In the premises of the data processing center of PJSC “Moscow Exchange” at the address: Moscow, st. Sharikopodshipnikovskaya, 11, building 9. (DS data center), equipped with protection systems against unauthorized access, uninterruptible power supply, maintaining temperature and humidity conditions, specialized fire extinguishing systems, and other engineering systems[[2]](#footnote-3).

1. In exchange colocation zone DPC DS (ECZ DS):

Placing the Client’s equipment or providing the Client with a virtual server on the Partnership’s equipment in ECZ DS presupposes the technical possibility of connecting the Client through the equipment of the Partnership located in ECZ DS to the trading network of PJSC “Moscow Exchange” as well as the technical possibility of providing the Client with data transmission services for accessing the software, for which the right of use is granted to JSC "Best Execution" Client, via the dedicated communication channels.

Common colocation zone DPC DS (CCZ DS):

CCZ DS houses the Partnership’s equipment, which is not directly connected to the trading network of PJSC “Moscow Exchange”. The Client’s equipment in the CCZ DS can be provided with data transmission service for accessing the software, for which the right of use is granted to JSC "Best Execution" Client, as well as data transmission services from the CCZ DS to CCZ D38 vis the Partnership equipment.

The cost of placing equipment in ECZ DS or CCZ D38 or ECZ D38 includes the connection of the Client’s equipment port to the network equipment of the Partnership at the rate of 2 ports per 1 unit of the placed equipment.

The client is allocated 1 subnet of class "C", which has internal addressing of the RTS network.

2.4.1. *The placement of the Client’s equipment in common colocation zone (CCZ D38)*

2.4.1.1. The cost of equipment placement for one unit of measurement of the vertical size of the equipment in the rack (hereinafter referred to as the unit):

Registration Fee is 2 000 rubles.

Subscription Fee is 2 000 rubles per month.

2.4.1.2. The cost of equipment placement for ½ rack (18 units with maximum power of 2.5 kW):

Registration Fee is15 000 rubles.

Subscription Fee is 30 000 rubles per month.

2.4.1.3. The cost of equipment placement for 1 rack (36 units):

Registration Fee is 30 000 rubles.

Subscription Fee is 60 000 rubles per month.

2.4.2. *The placement of the Client’s equipment in exchange colocation zone (ECZ D38)*

2.4.2.1. The cost of equipment placement for one unit of measurement of the vertical size of the equipment in the rack (hereinafter referred to as the unit):

Registration Fee is 2 000 rubles.

Subscription Fee is 2 000 rubles per month.

2.4.2.2. The cost of equipment placement for ½ rack (18 units with maximum power of 2.5 kW):

Registration Fee is 15 000 rubles.

Subscription Fee is 30 000 rubles per month.

2.4.2.3. The cost of equipment placement for 1 rack (36 units):

Registration Fee is 30 000 rubles.

Subscription Fee is 60 000 rubles per month.

2.4.3. *The placement of the Client’s equipment in exchange colocation zone DPC DS (ECZ DS)*

The cost of equipment placement for one unit of measurement of the vertical size of the equipment in the rack (hereinafter referred to as the unit):

Registration Fee is 10 000 rubles.

Subscription Fee is 18 000 rubles per month.

2.4.4. Providing a virtual server to the Client in ECZ DS

The cost of providing one virtual server on the equipment of the Partnership:

Registration Fee is 5 000 rubles.

Subscription Fee is 3 000 rubles per month.

2.4.5. Access to the Internet for placed equipment or provided virtual server of the Client for one network segment[[3]](#footnote-4):

|  |  |
| --- | --- |
| Mbit/s | Subscription Fee  |
| 2 Mbit/s and lower | 1 500 rubles per month |
| 5 Mbit/s | 2 000 rubles per month |
| 10 Mbit/s  | 3 000 rubles per month |
| 20 Mbit/s | 8 000 rubles per month |
| 50 Mbit/s | 15 000 rubles per month |
| 100 Mbit/s | 25 000 rubles per month |
|  |  |

2.4.6 Providing a guaranteed access bandwidth for interacting with the software for which JSC “Best Execution” Client is granted the right of use, for placed equipment of the Client in ECZ D38:

|  |  |
| --- | --- |
| Mbit/s | Subscription Fee  |
| 100 Mbit/s and lower | 4 500 rubles per month |
| 1 Gbit/s | 12 000 rubles per month |
| 10 Gbit/s | 50 000 rubles per month |

2.4.7. Services of data transmission from CCZ D38 to EGZ D38:

|  |  |
| --- | --- |
| Mbit/s |  Subscription Fee  |
| 10 Mbit/s and lower | 1 000 rubles per month |
| 20 Mbit/s | 2 000 rubles per month |
| 50 Mbit/s | 3 000 rubles per month |
| 100 Mbit/s  | 5 000 rubles per month |
| 1 Gbit/s | 10 000 rubles per month |

2.4.8. *Connection to the trading network of PJSC Moscow Exchange*

2.4.8.1. Of the Client’s equipment located in the Partnership’s rack in ECZ DS

|  |  |
| --- | --- |
| Mbit/s |  Subscription Fee  |
| 10 Gbit/s and lower |  13 000 rubles per month |

2.4.8.2. Of the virtual server provided to the Client in the Partnership’s rack in ECZ DS

|  |  |
| --- | --- |
| Mbit/s |  Subscription Fee  |
| 1 Gbit/s and lower  | 10 000 rubles per month |
| 10 Gbit/s  | 13 000 rubles per month |

2.4.9. When providing services under Section 2.4.5 of this List, the Client is provided upon request with external IP addresses by binding through NAT to the actual addresses of the equipment at the rate of 2 (two) IP addresses per 1 unit. The access by external IP addresses is provided without filtering by IP addresses or ports. The filtration is performed upon request in accordance with Clause 2.5.10. of this List.

*2.5 Additional services of the RTS network*

* + 1. Connection in common colocation zone (CCZ D38)

Data transmission services for the Clients’ equipment located in CCZ D38 between different technical sites, different segments of the placement of the Clients' equipment or different network segments, using the resources of the Partnership network, with the exception of data transmission services provided for in Clauses 2.3.7, 2.3.8., 2.4.7 of this List:

|  |  |
| --- | --- |
| Mbit/s  | Subscription Fee  |
| 10 Mbit/s and lower | 6 000 rubles per month  |
| 20 Mbit/s | 8 000 rubles per month  |
| 50 Mbit/s | 12 000 rubles per month  |
| 100 Mbit/s | 15 000 rubles per month  |
| 1 Gbit/s | 20 000 rubles per month  |

* + 1. Connection in exchange colocation zone (ECZ D38)

Data transmission services for the Clients’ equipment located in ECZ D38 between different technical sites or different network segments, using the resources of the Partnership network, with the exception of data transmission services provided for in Clauses 2.3.7, 2.3.8., 2.4.7 of this List:

|  |  |
| --- | --- |
| Mbit/s | Subscription Fee  |
| 10 Mbit/s and lower | 6 000 rubles per month  |
| 20 Mbit/s | 8 000 rubles per month  |
| 50 Mbit/s | 12 000 rubles per month  |
| 100 Mbit/s | 15 000 rubles per month  |
| 1 Gbit/s | 20 000 rubles per month  |

2.5.3. Cable connection to network devices or distribution modules of other institutions located in the premises of the Partnership where the Client’s equipment is placed:

Subscription Fee is 3 000 rubles per month per 1 cable connection

2.5.4. The coordination and technical support of works on the arrangement of cable entry into the building

Installation and setting up costs 10 000 rubles.

2.5.5. Connecting an additional port of the Client’s equipment to the network equipment of the Partnership

 2.5.5.1. Connection port up to 1 Gbit/s

Connection and setting up costs 500 rubles.

Subscription Fee is 300 rubles per month per 1 port.

2.5.5.2. Connection port over 1 Gbit/s

Connection and setting up costs 1000 rubles.

Subscription Fee is 600 rubles per month per 1 port.

2.5.6. The allocation of an additional external IP address (in addition to the services specified in Section 2.4 of this List)

Subscription Fee – 300 rubles per month per 1 IP address.

2.5.7. The allocation of two additional IP/MAC addresses for access to the trading network of PJSC “Moscow Exchange”.

Connection and setting up costs 1000 rubles.

Subscription Fee is 1000 rubles per month.

2.5.8. The allocation of 16 additional IP/MAC addresses for access to the trading network of PJSC “Moscow Exchange”.

Connection and setting up costs 5000 rubles.

Subscription Fee is 5000 rubles per month.

2.5.9. Providing one VPN-login for accessing the Client’s equipment via the Internet with the opportunity of establishing one session

Connection and setting up costs 1000 rubles.

Subscription Fee – 1000 rubles per month.

2.5.10. The implementation of network configuration not provided for in Clauses 2.1 - 2.4, 2.5.1-2.5.9 of these Terms and Conditions

Agreeing and setting up the network configuration costs 1000 rubles.

2.5.11. The additional maintenance of the Client’s equipment being placed includes the prompt diagnostics of equipment malfunctions and the replacement of spare parts. The spare parts shall be deposited in advance by the Client at the premises of the Partnership. The repair of failed equipment components is not included in additional maintenance.

The fee is charged for each server or a unit of other equipment of the Client accepted for placement.

Subscription Fee is 9 000 rubles per month.

2.5.12. Establishing and maintaining the access via the Internet by means of VPN connection with the provision of one VPN login and the opportunity of establishing one session.

Connection and setting up costs 1000 rubles.

Subscription Fee is 1000 rubles per month.

 The service is provided only if the Client is not provided with services in accordance with Сlauses 2.1.3. or 2.5.8. of these Terms and Conditions.

2.5.13. Access to the Internet through the dedicated channels (inbound and outbound traffic is limited equally, Mbit/s)

|  |  |
| --- | --- |
| Mbit/s | Subscription Fee |
| 2 Mbit/s and lower | 4 500 rubles per month |
| 5 Mbit/s | 8 000 rubles per month |
| 10 Mbit/s | 10 000 rubles per month |
| 20 Mbit/s | 13 000 rubles per month |
| 50 Mbit/s | 20 000 rubles per month |
|  |  |  |
| 100 Mbit/s | 25 000 rubles per month |

The dedicated channel bandwidth shall not be lower than the bandwidth of the service for access to the Internet through the dedicated channels.

3. Services for providing access to the EDM System and using the EDM System [[4]](#footnote-5)

3.1. *The basic set of services for the use of the EDM System* ensures the exchange of Electronic Documents signed with the DS between the users of the EDM System, providing access to the personal web account of the EDM System user.

3.1.1. With registration and support of three basic EDM addresses (for all Clients, except for those specified in Clauses 3.1.2. – 3.1.6. of this List):

* <Client Code>@REPORT
* <Client Code>@REGISTER
* <Client Code>@DEPO

Registration Fee is 5 000 rubles.

Subscription Fee is 2 500 rubles per month.

3.1.2. With registration and support of three basic EDM addresses (for the Clients being clients of Partnership members[[5]](#footnote-6), or for the persons who are the clients of Partnership members’ Clients[[6]](#footnote-7), but who are not Forex dealers[[7]](#footnote-8) and microfinance institutions[[8]](#footnote-9)):

* <Client Code>@BANKDEPO
* <Client Code>@BANKBACKOFFICE
* <Client Code>@BANKMONEY

Registration Fee is 1 000 rubles.

Subscription Fee is 250 rubles per month.

3.1.3. With registration and support of one basic EDM address (for the Clients being Forex dealers):

* <Client Code>@FOREX

Registration Fee is 5 000 rubles.

Subscription Fee is 5 000 rubles per month.

3.1.4. With registration and support of one basic EDM address (for the Clients being microfinance institutions):

* <Client Code>@MFO

Registration Fee is 5 000 rubles.

Subscription Fee is 5 000 rubles per month.

3.1.5. With registration and support of three basic EDM addresses (for the Clients being settlement depositories[[9]](#footnote-10) and specialized depositories[[10]](#footnote-11)):

* <Client Code>@DEPO
* <Client Code>@DEPOREPORT
* <Client Code>@DEPOREGISTER

Registration Fee is 500 rubles.

Subscription Fee is 100 rubles per month.

3.1.6. With registration and support of three basic EDM addresses (for the Clients with whom agreements have been concluded for consulting services on the maintenance of internal accounting of transactions and operations with securities, accounting and preparation of accounting (financial) statements and / or implementation of internal control of a professional participant of a securities market as well as on the development of draft documents in connection with the transition of a non-bank financial institution to the Unified Chart of Accounts and industry accounting standards):

* <Client Code>@BANKDEPO
* <Client Code>@BANKBACKOFFICE
* <Client Code>@BANKMONEY

Registration Fee is 1 000 rubles.

Subscription Fee is 250 rubles per month.

Addresses are provided on the basis of the Application.

3.2. *Registration and support of one additional address of the EDM System.*

3.2.1. For all Clients, except for those specified in Clauses 3.2.2. and 3.2.3. of this List:

Registration Fee is 1 000 rubles.

Subscription Fee is 500 rubles per month.

3.2.2. For the Clients who are the clients of Partnership members, or for persons who are the clients of Partnership members’ Clients, but are not Forex dealers and microfinance institutions, for settlement and specialized depositories, for the Clients with whom agreements have been concluded for consulting services on the maintenance of internal accounting of transactions and operations with securities, accounting and preparation of accounting (financial) statements and / or implementation of internal control of a professional participant of a securities market as well as on the development of draft documents in connection with the transition of a non-bank financial institution to the Unified Chart of Accounts and industry accounting standards:

Registration Fee is 100 rubles.

Subscription Fee is 100 rubles per month.

3.2.3. For the Clients being the clearing members of JSC “CC MFB”[[11]](#footnote-12), for the purpose of transmission of documents in accordance with Foreign Account Tax Compliance Act (FATCA) of the USA:

* <Client Code>@FATCA

Registration Fee is 500 rubles.

Subscription Fee is100 rubles per month.

Addresses are provided on the basis of the Application.

3.3. *File Gateway of the EDM System* is Software that provides the reception and transmission of Electronic Documents in the EDM System in the form of free format files.

3.3.1. For all Clients, except for those specified in Clauses 3.3.2., 3.3.3 of this List:

Subscription Fee is 5 000 rubles per year.

3.3.2. For the Clients who are the clients of Partnership members, but are not Forex dealers and microfinance institutions:

Subscription Fee is 1 000 rubles per year.

3.3.3 For the Clients being settlement and specialized depositories, for the Clients with whom agreements have been concluded for consulting services on the maintenance of internal accounting of transactions and operations with securities, accounting and preparation of accounting (financial) statements and / or implementation of internal control of a professional participant of a securities market as well as on the development of draft documents in connection with the transition of a non-bank financial institution to the Unified Chart of Accounts and industry accounting standards:

Subscription Fee – 1 000 rubles per year.

4. Additional services

4.1. The change of the code used to register the Client on the Back-End of the Software costs 60,000 rubles.

4.2. Domain registration

4.2.1. Information and technical support services upon the initial domain registration in “.RU”/ “.РФ” zone costs 1000 rubles (including annual domain maintenance fee).

4.2.2. Information and technical support services upon the annual domain registration in “.RU”/ “.РФ” zone costs 1500 rubles.

**Appendix No. 3**

 **To the Terms and Conditions for the Provision**

 **of Information and Technical Support Services**

 **of Association of financial market participants**

 **“Nonprofit Partnership for the Development of Financial Market RTS”**

**The list of requirements for software and hardware required for Software installation and access to the RTS network**

1. Computer requirements for using EDM System and “File Gateway of the EDM System” Software

|  |  |  |
| --- | --- | --- |
| Name | Minimum value | Recommended value |
| Processor | Pentium 1,5 GHz | Pentium iCore |
| RAM | 2 Gbyte | 4 Gbyte |
| Free hard disk space | 10 Gbyte | 100 Gbyte |
|  Operating system | Windows XP/Vista/7/8/10, Server /2008/2012/2016  | Windows XP/Vista/7/8/10, Server /2008/2012/2016 |
| Access to the Internet | 2 Mbit/s | 10 Mbit/s |

Additional software required:

1. CIPF Crypto-Pro 4.0 and higher version with the license (for “File Gateway of the EDM System” Software);
2. .NET Framework 4.0 (to access the EDM web-interface (<https://edo.nprts.ru>);
3. Internet Explorer of 8.0 and higher version;
4. Capicom Library of 2.1.0.2 and higher version.

2. The computer requirements for using Quatro Software

|  |  |  |
| --- | --- | --- |
| Name | Minimum value | Recommended value |
| Processor | Intel Pentium Dual-Core 2.0 GHz | Intel Core I5 2.4 GHz and higher |
| RAM | 1 Gbyte per dedicated for the browser process for Quatro Software  | Minimum 4 Gbyte per dedicated for the browser process for Quatro Software |
| Monitor | Screen resolution 1024х768 | Screen resolution from 1366х768 |
| Operating system | Windows 7 | Windows 7 / 8 / 8.1/10 |
| Access to the Internet | 10 Mbit/s | From 20 Mbit/s |
| WEB-Browser | Internet Explorer 11.0Google Chrome версии 42.0Mozilla Firefox версии 39 | Internet Explorer of 11.0 and higher versionGoogle Chrome of 42.0 and higher versionMozilla Firefox of 39 and higher version  |

Additional software required (for concluding the purchase and sale agreement for financial instruments):

1. CIPF Crypto-Pro 4.0 and higher version with the license;
2. Crypto-Pro EDS Browser plug-in (current version).

**3. Increased reliability and redundancy**

To increase the reliability of access to the RTS network, it is recommended to use redundancy of critical components such as communication channels, network equipment and intermediate access servers.

More detailed requirements for communication channels and software are posted on www.nprts.ru website in the Internet (Section “Technical Support”).

1. Connection to this tariff and transition to it from other tariffs are not performed. [↑](#footnote-ref-2)
2. The placement of the Client’s equipment in DPC DS shall be performed in accordance with the internal documents of PJSC Moscow Exchange posted on https://www.moex.com/ website. [↑](#footnote-ref-3)
3. Dedicated section of the RTS network, implemented by one or more connections of the Client's equipment to the equipment of the Partnership with a single address space. [↑](#footnote-ref-4)
4. The cost of services for various types of Clients is established depending on the set and codes of services received by the Clients of the EDM System. The service code is determined by the EDM address, namely:

<Client Code>@REPORT - this service ensures receiving automated reports and allows sending e-mails in free form;

<Client Code>@REGISTER - this service ensures messaging related to the automated registration of the Clients’ applications;

<Client Code>@DEPO - this service provides messaging related to the automated processing of Clients' depositary applications and receiving depository reports when exchanging with JSC “CC MFB”and PJSC “Best Efforts Bank”;

<Client Code>@BANKDEPO - this service ensures exchanging messages related to the automated processing of the Clients’ depositary applications and receiving depository reports when exchanging with PJSC “Best Efforts Bank”;

<Client Code>@BANKBACKOFFICE - this service ensures receiving automated reports and allows sending messages to PJSC “Best Efforts Bank” in free form;

<Client Code>@BANKMONEY - this service ensures messaging related to the processing of the Clients’ applications and receiving reports when exchanging with PJSC “Best Efforts Bank” in terms of monetary assets flow;

<Client Code>@FOREX - this service ensures the document flow related to the Forex dealers’ activities;

<Client Code>@MFO - this service ensures the document flow related to the microfinance institutions’ activities;

<Client Code>@DEPOREPORT - this service ensures the receipt of automated reports;

<Client Code>@DEPOREGISTER - this service ensures messaging. [↑](#footnote-ref-5)
5. The Partnership members’ clients are understood as persons to whom the Partnership members provide services on the basis of relevant agreements and in accordance with the activities specified in the licenses, the availability of which is required for admission to the Partnership. [↑](#footnote-ref-6)
6. The clients of the Partnership members’ Clients are understood as persons to whom the Partnership members’ Clients provide services on the basis of relevant agreements and in accordance with the types of activities specified in the licenses, the availability of which is required for admission to the Partnership. [↑](#footnote-ref-7)
7. Forex dealers are understood as persons having a license for Forex dealer activities. [↑](#footnote-ref-8)
8. Microfinance institutions are understood as persons entitled to carry out microfinance activities in accordance with Federal Law “About Microfinance Activities and Microfinance Institutions”. [↑](#footnote-ref-9)
9. Settlement depositories are understood as depositories that carry out operations related to the fulfillment of obligations under securities transfer agreements based on the results of clearing carried out by JSC “CC MFB”. [↑](#footnote-ref-10)
10. Specialized depositories are understood as depositories in whose name trading depo accounts / depo sub-accounts of the nominee holder are opened, which provide custody services for the clearing member and (or) clients of the clearing member of JSC “CC MFB». [↑](#footnote-ref-11)
11. Clearing Members are the persons with whom JSC “CC MFB” has entered into an agreement on the provision of clearing services. [↑](#footnote-ref-12)