

“Approve”
President of JSC SPIMEX
A. E. Rybnikov
(Order No. 321/2 dated September 14, 2016)

Terms and Conditions of Providing of JSC SPIMEX Trading Member with Software and/or Hardware for Remote Access to the Services of the Exchange

1. TERMS AND DEFINITIONS

1.1. For the purpose of these Terms and Conditions of Providing of JSC SPIMEX Trading Member with Software and/or Hardware for Remote Access to the Services of the Exchange (hereinafter — the “Terms and Conditions”) the following terms and definitions are used:

Automated Work Station of the User (User AWS) shall stand for the aggregate for software and hardware tools being the part of ETS (Electronic Trading System) and used by the User for remote access to the services of the Exchange in the ETS of the Commodity Market or ETS of the Derivatives Market;

Exchange shall stand for Joint Stock Company Saint-Petersburg International Mercantile Exchange (JSC SPIMEX);

Internal Documents of the Exchange shall stand for the Rules of Trading in the Formal Market and other internal documents of the Exchange including specifications, provisions, regulations and other documents approved by the authorized bodies of the Exchange and brought to the notice of the Trading Member in accordance with the established procedure;

Service Contract shall stand for the Contract for Rendering of Services of Providing JSC SPIMEX Trading Member with Software and/or Hardware for Remote Access to the Services of the Exchange concluded by and between the Exchange and the User/Trading Member;

Confidential Information shall stand for any information under the Service Contract having actual or potential value due to its unavailability to the third parties, not intended for the wide distribution and (or) use by unlimited scope of persons, meeting the requirements of the laws of the Russian Federation;

Personal Account shall stand for the remote servicing system of the Exchange Customers being the subsystem of the SHP (Software and Hardware Package) of the Exchange, intended for information interaction of the Exchange and the Trading Members via which the electronic documents are exchanged (including obtaining by a trading member of the reporting documents based on the results of its operations in the ETS of the Commodity Market or ETS of the Derivatives Market) and other information provided for by the laws of the Russian Federation, Rules of Trading in the Formal Market, other internal documents of the Exchange, the access to which is carried out by the secured connection after the procedures of identification and authentication;

Rules of Trading in the Formal Market shall stand for the aggregate for the Internal Documents of the Exchange adopted in accordance with the requirements of the laws of the Russian Federation, Articles of Association of the Exchange approved by the authorized bodies of the Exchange and registered in accordance with the established procedure by the Bank of Russia;

Software and Hardware Package of JSC SPIMEX (SHP) shall stand for the aggregate for the software and hardware tools of the Exchange used as well for the trading, informational and other servicing of the Trading Members;

SHP Subsystem shall stand for a part of the SHP intended for, inter alia, providing the Users with a certain set of Services in the commodity sections of the Exchange or the Section of the Derivatives Market;

User shall stand for a Trading Member provided by the Exchange with the remote access to the Services of the Exchange on the basis of the Service Contract;

Rules of Electronic Document Flow (EDF (Electronic Document Flow) Rules) shall stand for the rules Electronic Document Flow establishing the common principles of Electronic Document Flowing among the Exchange, clearing organization, Trading Members and other subjects of the Exchange infrastructure;

Procedure for Organization of Electronic Interaction Using the Software and Hardware Package Related to Holding of Trading in the Formal Market at JSC SPIMEX (Procedure for Electronic Interaction Organization) shall stand for the Internal Document of the Exchange being a component of the Rules of Trading in the Formal Market and establishing the procedure for electronic interaction between Trading Members, as well as between the Trading Members and the Exchange due to holding of Trading in the Formal Market;

“Back Office” Services (service “Back Office of Oil Products Section”, service “Back Office of Oil Section”, service “Back Office of Agricultural Products and Biological Resources Section”, service “Back Office of Energy Carriers Section”, service “Back Office of Wood and Construction Materials Section”, service “Back Office of Natural Gas Section”, service “Back Office of Mineral Raw Materials and Chemical Products Section”, service “Back Office of Derivatives Market Section”) shall stand for the components of the Personal Account providing receipt and submission through the Personal Account of the information and documents established by the Internal Documents of the Exchange (including receipt by the Trading Member of the reporting documents based on the results of its operations in the ETS of the Commodity Market or ETS of the Derivatives Market);

Electronic Document Flow System (EDFS) shall stand for the arrangement and technical system as it is defined in the EDF Rules;

Electronic Trading System of JSC SPIMEX (ETS) shall stand for the SHP Subsystem of the Exchange providing holding of Trading in the Formal Market in the commodity sections of the Exchange or the Derivatives Market Section;

Electronic Trading System of the Exchange Commodity Sections (ETS of the Commodity Market) shall stand for the SHP Subsystem intended for conclusion of the Contracts in the commodity sections of the Exchange;

Electronic Trading System of the Derivatives Market Section (ETS of the Derivatives Market) shall stand for the SHP Subsystem intended for conclusion of the Contracts in the Derivatives Market Section of the Exchange;

Tariffs shall stand for the cost of the Services of Providing with Software and/or Hardware for Remote Access to the Services of the Exchange rendered to the User, approved by the Board of Directors of JSC SPIMEX and provided in the Exchange's Tariff Book. The Users shall be informed of change of the Tariffs approved by the Board of Directors of JSC SPIMEX within the terms and in the manner established by the Rules of Trading in the Formal Market;

Trader shall stand for an individual authorized by a Trading Member to participate in the trading in the Formal Market in the Exchange Section in accordance with the Rules of Trading in the Formal Market, other Internal Documents of the Exchange and accredited with the Exchange Section as the authorized representative of the Trading Member;

User's Remote Access to SHP Subsystems shall stand for the remote access of the User to the SHP Subsystems listed in Appendix No. 1 hereto;

Services of the Exchange in Holding of Trading in the Formal Market shall stand for the Services of the Exchange rendered under the Contract for Rendering of Services of Holding of Trading in the Formal Market concluded by and between the Exchange and the Trading Member;

Trading Member shall stand for a legal entity or individual entrepreneur established under the laws of the Russian Federation or a foreign legal entity each of which is provided with the right to participate in the trading in the Formal Market at the Exchange in one of the Categories in accordance with the requirements of the laws of the Russian Federation and the Rules of Trading in the Formal Market on the basis of the Contract for Rendering of Services of Holding of Trading in the Formal Market concluded with the Exchange;

Gateway shall stand for a hardware and software complex representing the interface between the ETS of the Derivatives Market and the external system of a Trading Member intended for information exchange in the course of the trading between the connected systems;

Electronic Document (ED) shall stand for the document as it is defined in the EDF Rules.

1.2. The terms not separately defined in the clause 1.1 hereof shall be used in the meanings established in the laws and other regulatory legal acts of the Russian Federation, as well as Rules of Trading in the Formal Market and EDF Rules.

2. PROCEDURE FOR SERVICES RENDERING

2.1. The Exchange shall render to the User a range of Services of Providing with Software and/or Hardware for Remote Access to the Services of the Exchange (hereinafter — the "Services"). The Services may be rendered to the User with application of the AWS — for the

purpose of remote access to the Services of the Exchange in the ETS of the Commodity Market or in the ETS of the Derivatives Market, using the Gateway — for the purpose of remote access to the Services of the Exchange in the ETS of the Derivatives Market. When rendering the Services, the Exchange and the User shall carry out informational interaction, receipt and submission of the information and documents established by the Internal Documents of the Exchange (including receipt by the Trading Member of the reporting documents based on the results of its operations in the ETS of the Commodity Market or ETS of the Derivatives Market) through the “Back Office” Services.

2.2. When being provided with the Services, the Users shall get the remote access to the SHP Subsystems pursuant to Appendix No. 1 hereto.

2.3. The Services shall be rendered to the User for the purpose of informational interaction of the Exchange and the User, including for the ED exchange.

2.4. The User shall be the EDFS Member in accordance with the Rules of Trading in the Formal Market and the EDF Rules.

2.5. The Exchange and the User shall undertake to:

2.5.1. interchange the ED in accordance with the EDF Rules, actual trading schedule and with regard to the peculiarities established hereby;

2.5.2. for interchange use the ED the formats of which are defined in accordance with the Procedure for Electronic Interaction Organization;

2.5.3. the electronic documents signed by the incorrect electronic signatures (hereinafter — the “ES”) shall not be subject to fixing, registration and performance.

2.6. The Exchange and the User shall admit that:

2.6.1. the ED used in the document flow between Exchange and the USER, signed by the ES owner, prepared and transferred using the SHP or the SHP Subsystems in accordance with the procedures for information protection established by the EDF Rules and stored as a record in the data base of the SHP or the SHP Subsystems, or extracted from them as a separate file or a range of files, and the documents in hard copy in person signed by the authorized persons of the User and certified by the User’s seal impression, shall be the equally valid and shall originate the equal rights and obligations for the Exchange and the User;

2.6.2. the tools of the SHP and SHP Subsystems used hereunder are sufficient for providing reliable and efficient work on receipt, transfer, processing and storage of the information;

2.6.3. the information protection subsystem of the SHP and SHP Subsystems providing delimitation of access, encryption, control of integrity and digital signature provides the adequate protection from unauthorized access, confirmation of authorship and authenticity of the information contained in the ED, as well as for using in settlement of disputes and conflict situations;

2.6.4. The choice of the way of connection and the connection to the Internet, the telecommunication networks of common access, shall be independently made by the User, with regard to the required quality of the communication channels for the purpose of uninterrupted operation of the AWS;

- 2.6.5. in using telecommunication networks of common access (Internet) failures of equipment of the telecommunication services providers are possible, as well as the virus and other attacks on the SHP and SHP Subsystem, which may cause breaks in receipt and processing of ED.
- 2.7. The Exchange and the User shall organize and take all possible measures and actions to provide protection from the possible hazards and risks.

3. RIGHTS AND OBLIGATIONS OF THE EXCHANGE AND THE USER

3.1. The User shall be entitled to:

- 3.1.1. get the remote access to the SHP Subsystems listed in Appendix No. 1 hereto, in accordance with the procedure and rules provided for hereby;
- 3.1.2. execute the operations in the ETS with application of User AWS and/or the Gateway;
- 3.1.3. obtain and submit the Exchange information and the documents established by the Internal Documents of the Exchange through the Personal Account;
- 3.1.4. use the remote access to the SHP Subsystems listed in Appendix No. 1 hereto for the purpose provided for by the Internal Documents of the Exchange only.

3.2. The User shall:

- 3.2.1. submit to the Exchange, at its request, the documents and information required for current control over performance by the User of its duties hereunder;
- 3.2.2. pay for the Services of the Exchange in accordance with the Tariffs within the established terms and in full;
- 3.2.3. take measures for protection from unauthorized access to the SHP;
- 3.2.4. use only the certified software and hardware tools, when protecting the confidential information obtained in the course of using of the SHP Subsystems specified in Appendix No. 1 hereto;
- 3.2.5. to allow the persons not accredited at the Exchange as the authorized representatives of the User to the User AWS, Gateway and «Back Office» Services in accordance with the Rules of Trading in the Formal Market;
- 3.2.6. avoid disclosure and/or demonstration and/or distribution of any information related to operation of the SHP and making a commercial secret or other secrecy protected by the laws;
- 3.2.7. not allow any changes, copying (including by printing), decompiling and disassembling of any software products used in the SHP;
- 3.2.8. not take actions aimed at:
 - obtaining of information from the SHP not owned by and not having direct relation to the User;

- connection to the SHP either using someone else's ID, or by guessing the another's ID and password;
 - using of any software and hardware tools for the purpose of intrusion into the media of operating system of the SHP Subsystems' business servers;
 - using of any software and hardware tools for the purpose of automation of any operations/actions executed at the User AWS and from the Personal Account;
 - installation of any other software not related to the intended function of the specified software and hardware tools on the User AWS and in the Personal Account;
- 3.2.9. not attempt to make an unauthorized access to the SHP;
- 3.2.10. not take the actions which may result in failures in operating of certain SHP Subsystems or the SHP as a whole;
- 3.2.11. take measures for prevention from the circumstances hindering the regular functioning of the SHP;
- 3.2.12. immediately inform the Exchange of the possible circumstances hindering the regular functioning of the SHP.
- 3.2.13. not attempt to distribute the information the access to which has been provided by the Exchange to the User, without conclusion of the respective contract with the Exchange.
- 3.3. The Exchange shall be entitled to:
- 3.3.1. running control over performance by the User of its duties hereunder;
 - 3.3.2. check the authority of the User's representatives provided with access to the SHP;
 - 3.3.3. control the measures taken by the User for protection from unauthorized access to the SHP;
 - 3.3.4. unilaterally make amendments hereto;
 - 3.3.5. suspend the Services rendering to the User or limit (in full or in part) the authorities of the User on access to the certain SHP Subsystems and/or to the certain services in case the User breaches the terms and conditions hereof, including in case of the User's failure to fulfil the obligations of payment for the Services of the Exchange, sharing by the User of the information obtained at the Exchange with the third parties without conclusion of the respective contracts with the Exchange, in case of revelation of the User's attempts of unauthorized access to the SHP, occurrence of technical failures in the software and hardware tools of the Exchange, as well as in the cases of failures in the communication systems, power supply, air conditioning and other environmental support systems, as well as in case of other circumstances hindering the regular functioning of the SHP. Renewal of the Services rendering to the User or recovery of the User's access to the SHP shall be possible only after settlement by the Exchange and the User of the situation or elimination of the

technical failures in the case the User's access is suspended as a result of such failures;

- 3.3.6. suspend or terminate the Services rendering from the moment of suspension or termination of the User access to the Trading in the Formal Market on the grounds established by the Rules of Trading in the Formal Market, as well as from the moment of termination of the Contract for Rendering of Services of Holding of Trading in the Formal Market concluded with this User.

3.4. The Exchange shall:

- 3.4.1. provide the User with remote access to SHP Subsystems on the basis of the User's application executed according to the form provided for by Appendix No. 4 hereto and timely sent to the Exchange, provided that the Security Deposit is made by the User to the settlement account of the Exchange, in accordance with clause 4.3 hereof;
- 3.4.2. ensure providing of the User with access to the SHP Subsystems from the User AWS and/or with application of the Gateway, procedure for submission of the access to which is set forth in Appendices No. 2, No. 3 hereof, respectively;
- 3.4.3. organize familiarization of the employees (or other authorized representatives) of the User with the work of the software and hardware tools of the SHP;
- 3.4.4. maintain in operable condition the elements of the technical infrastructure and basic software necessary for the uninterrupted functioning of the SHP Subsystems and Personal Account services specified in Appendix No. 1 hereto;
- 3.4.5. provide the User with interchange of ED in accordance with the EDF Rules;
- 3.4.6. provide the mode of confidentiality of the information processed and stored by SHP.
- 3.4.7. obtain from the User and submit to the User the information and the documents established by the Internal Documents of the Exchange through the Personal Account.

4. SETTLEMENT PROCEDURE

4.1. In accordance with these Terms and Conditions the Services of the Exchange shall be paid pursuant to the Exchange Tariffs.

4.2. Payment for the Services rendering shall depend on the range of services obtained by the User and specified by the User in the application executed according to the form provided for in Appendix No. 4 hereto.

4.3. In case the User is a Trading Member belonging to the category Trading Visitor/Nonresident Trading Visitor and/or Temporary Section Member/Nonresident Temporary Section Member, in accordance with clause 1 of article 329 of the Civil Code of the Russian Federation the specified User's liabilities of payment for the Services of the Exchange shall be fulfilled by making of the Security Deposit provided for in this clause.

Each User being the Trading Member in the category Temporary Section Member/Nonresident Temporary Section Member and/or Trading Visitor/Nonresident Trading Visitor shall make a Security Deposit on the basis of the invoice issued by the Exchange after signing of the Service Contract, in the following amount:

- twenty thousand (20,000) rubles (outside the scope of VAT) – for each commodity section of the Exchange;
- ten thousand (10,000) rubles (outside the scope of VAT) – for the Derivatives Market Section of the Exchange.

The Security Deposit shall be made to the settlement account of the Exchange and shall be returned to the User on the basis of its application executed according to the form provided for by Appendix No. 6 hereto, in case of termination/expiry of the Service Contract, change by the Member of the category to the category of the Section Member/Nonresident Section Member or Exchange Member/Nonresident Exchange Member or termination of providing of the User with remote access to the Services of the Exchange in Holding of Trading in the Formal Market in one of the Exchange Sections, in case of full and proper fulfilment of obligations by this User. In case the User has indebtedness under the Service Contract, the Exchange shall allocate the funds of the Security Deposit to repayment of the User's indebtedness.

4.4. The User shall monthly pay for the Services of the Exchange on the basis of the issued invoice for payment for the Services rendered. The effective date of the Services rendering by the Exchange shall be deemed the date specified by the User in the application executed according to the form provided for in Appendix No. 4 hereto.

The Act of Delivery and Acceptance of Services Rendered for Calendar Month Complete (hereinafter — the “Act”) executed according to the form provided for by Appendix No. 5 hereto shall be submitted to the User together with the invoice for payment for the Services rendered not later than on the fifth (5) day of the month following the one of actual rendering of the Services.

4.5. In fulfilment of the obligations hereunder exchange of e-mail messages between the Exchange and the User (correspondence and/or exchange of documents provided for in clauses 4.3—4.4 hereof) shall be allowed.

E-mail addresses for correspondence and/or exchange of the documents shall be determined for the User on the basis of the information specified in the Registration Card (according to the form of Appendix No. 2 to the Rules of Admission to Participation in the Trading in the Formal Market of JSC SPIMEX), for the Exchange — “pay@s-pimex.ru” or “pay@spimex.com” or the e-mail address specifying the name of the mailbox of the Exchange employee and the domain name “...@s-pimex.ru” or “...@spimex.com”. The day of the delivery of the Exchange's message to the User by e-mail shall be deemed the day of sending by the Exchange of the respective Message to the e-mail address of the User.

4.6. The User shall pay for the Services of the Exchange on the basis of and to the bank details of the invoices for payment for the Services issued by the Exchange within ten (10) banking days from the date of their issue.

4.7. In case of any complaints under the Services rendered, the User shall return the Act of Delivery and Acceptance of the Services Rendered with the substantiated grounding of the complaints back to the Exchange. In case the User does not return the Act of Delivery and

Acceptance of the Services Rendered received from the Exchange with enclosed complaint to the improper quality of the Services rendered executed in writing, within five days, the Services shall be deemed properly rendered and accepted by the User.

4.8. In case the Exchange renders the Services during an incomplete month, including the cases of suspension of the services of providing of remote access to Services of the Exchange in Holding of Trading in the Formal Market upon the application of the User executed according to the form provided for by Appendix No. 4 hereto, the amount of payment for the rendered Services of the Exchange shall be calculated based on the actual number of the calendar days of the Services rendering.

5. LIABILITY OF THE EXCHANGE AND THE USER

5.1. The Exchange and the User shall be liable for failure to fulfil or inappropriate fulfilment of obligations hereunder in accordance with the laws of the Russian Federation.

5.2. The Exchange and the User shall not be liable for full or partial failure to fulfil their obligations or for improper fulfilment thereof, if such failure results from force majeure circumstances arising after conclusion of the Service Contract as a result of extreme events or phenomena which neither Exchange nor the User could have foreseen or reasonably prevented. Such extreme circumstances and phenomena include: flood, fire, earthquake, explosion, storm, soil subsidence, epidemics, other natural phenomena, war, military actions, imposition of the state of emergency or the martial in the respective territory, strike, various actions of defiance and/or protest, adoption by a state authority or a local administration authority, Bank of Russia of a resolution having resulted in impossibility to comply with these Terms and Conditions. The circumstances hindering the proper obligations fulfilment in accordance with the Terms and Conditions being beyond the control of the Exchange and the User and those unforeseeable shall as well include the failures of the SHP regular operation, failures, disorders and breakdowns of the equipment, the failures and errors of software related as well to the virus and other attacks to the SHP, the failures, disorders and breakdowns of the communication systems, power supply, air conditioning and other environmental support system, other unforeseeable events which could not be prevented by the efforts and tools being at disposal of the Exchange and the User.

5.3. The Exchange and the User, depending on what Party has become incapable to properly fulfil the obligations under the Service Contract due to the force majeure circumstances specified above and other circumstances hindering proper obligations fulfilment shall immediately, not later than in five (5) business days from the date of their occurrence or from the date the Exchange or the User has become aware or has had to become aware of their occurrence, inform in writing the contractor under the Service Contract of such circumstances occurrence and termination. Untimely notification of the force majeure circumstances and other circumstances hindering the proper obligations fulfilment shall deprive the Exchange or the User of the right to refer to them in future as to the basis for releasing from the liability for the failure to fulfil of improper fulfilment of their obligations hereunder.

5.4. In case impossibility of the proper obligations fulfilment exists for over three months in succession, the Exchange or the User may unilaterally terminate the Service Contract without having an obligation to indemnify the losses occurred in this relation, having notified the contractor in writing of the Service Contract termination.

6. PROCEDURE FOR SETTLEMENT OF DISPUTES

6.1. The Exchange and the User shall undertake to comply with the complaint procedure for settlement of the disputes and disagreements occurred upon performance of the terms and conditions of the Service Contract concluded by the Parties, including these Terms and Conditions.

6.2. The complaint shall be filed in writing and shall be signed by the authorized representative of a Party to the Service Contract. The complaint shall contain:

- description of the applicant's claims;
- complaint amount and its calculation (if the complaint is subject to monetary evaluation);
- setting forth of the circumstances the applicant's claims are based on and the evidences proving them with reference to the applicable standards of the laws of the Russian Federation;
- other information necessary for the dispute settlement.

6.3. The complaint shall be sent by a registered mail or handed over against signed receipt to the authorized representative of the Party to the Service Contract the complaint is filed with. Copy of the complaint may be sent by facsimile communication, provided that it is followed by sending of the original document in the way described above.

6.4. The complaint shall be considered within ten (10) business days from the day of the original complaint receipt. Unless no documents necessary for the complaint consideration enclosed to the complaint, they shall be enquired from the complaint applicant. In this case the term necessary for their submission shall be specified. Unless the requested documents are received by the specified date, the complaint shall be considered on the basis of documents available.

6.5. Response to the complaint shall be provided in writing to the Party to the Service Contract having filed the complaint. Failure to provide the response to the complaint within ten (10) business days from the date of receipt of the original complaint shall be deemed as refusal to satisfy the complaint.

6.6. The Exchange and the User shall undertake to comply with the procedure for settlement of disputes and conflict situations occurred due to exercise of the Electronic Document Flow established by the EDF Rules.

6.7. In case of full or partial refusal to satisfy the complaint, actual non-satisfaction of the complaint or non-receipt of the response to the complaint in the due time in due time, the dispute shall be subject to consideration in accordance with the procedure established by the laws of the Russian Federation.

7. CONFIDENTIALITY TERMS

7.1. The Exchange and the User shall undertake to keep safe the Confidential Information and take all the necessary measures for its protection, including in case of reorganization or liquidation of the Exchange and the User. The Exchange and the User hereby agree they are not to disclose and not allow disclosure of the Confidential information to any third parties without

prior written consent of the other Party to the Service Contract, except for the cases of unintentional and/or forced disclosure of the Confidential Information for the reason of force majeure circumstances or due to the requirements of the laws of the Russian Federation, validated decisions of the courts of the respective jurisdiction or the legal claims of the Bank of Russia, competent state authorities or local administration authorities, provided that in case of any such disclosure (a) the Party to the Service Contract notifies in advance the other Party of the respective event the Confidential Information disclosure is related to, as well as of the terms and conditions of such a disclosure; and (b) the Party to the Service Contract discloses only the part of the Confidential Information, which is needed due to the requirements of the laws of the Russian Federation validated decisions of the courts of the respective jurisdiction or the legal claims of the Bank of Russia, competent state authorities or local administration authorities.

7.2. The Exchange and the User shall be liable for the actions (omissions) of their employees and other persons having obtained the access to the Confidential Information.

7.3. For the purpose hereof Disclosure of the Confidential Information shall mean the actions of the Party to the Service Contract unauthorized by the other respective Party, as a result of which some third parties obtain the access and possibility to get the Confidential Information. Disclosure of the Confidential Information shall as well be deemed the omissions of the relevant Party to the Service Contract resulted in failure to ensure the relevant level of protection of the Confidential Information and having caused obtaining of access to such information by some third parties.

7.4. The respective Party to the Service Contract shall be liable for the losses which may be caused thereby as a result of disclosure of the Confidential Information or unauthorized use of the Confidential Information in violation of the terms and conditions hereof, except for the cases of disclosure of the Confidential Information provided for in this section.

7.5. Transfer of the Confidential Information by open channels of the telephone and facsimile communication, as well as using the Internet without acceptance of the relevant protective measures satisfying both Parties to the Service Contract shall be prohibited.

8. FINAL PROVISIONS

8.1. These Terms and Conditions shall become effective from the date of their approval, unless other term of these Terms and Conditions effectuation provided for by the resolution of the JSC SPIMEX President.

8.2. The Terms and Conditions as amended shall become effective in accordance with the procedure established by the JSC SPIMEX President.

8.3. All Appendices hereto shall make an integral part hereof.

APPENDIX No. 1

to Terms and Conditions of Providing of JSC SPIMEX Trading Member with Software and/or Hardware for Remote Access to the Services of the Exchange

List of SHP Subsystems the User is Provided with Remote Access to

In accordance with these Terms and Conditions the Exchange shall provide the User with remote access to the following SHP Subsystems:

1. ETS of the Commodity Market.
2. ETS of the Derivatives Market.
3. Personal Account.

APPENDIX No. 2

to Terms and Conditions of Providing of JSC SPIMEX Trading Member with Software and/or Hardware for Remote Access to the Services of the Exchange

Procedure for Providing of the User with Remote Access to SHP Subsystems with Application of AWS

1. In order to get the remote access to the SHP Subsystems with application of the AWS the User shall apply to the Exchange and take all the necessary measures for installation of the AWS in accordance with its recommendations.
2. In order to execute the operations in the SHP with application of the AWS the User shall file an application with the Exchange according to the form provided for in Appendix No. 4 hereto, in which it shall specify the section of JSC SPIMEX in which it is planning to participate in the Trading in the Formal Market, as well as the User's employees accredited in this section of JSC SPIMEX as Traders of the User in accordance with the Rules of Trading in the Formal Market and authorized to execute the operations with application of the User AWS. When executing the operations in several sections of the Exchange, the User shall file the application for getting of the remote access to the SHP Subsystems in each section.
3. In order to get remote access to SHP subsystems with application of AWS the User shall:
 - be the EDFS Participant (conclude the Contract for Joining the EDF Rules) and take all the actions necessary for access to the document flow processing in the EDFS in accordance with the EDF Rules;
 - provide obtaining and using of the Digital Signature Key certificate by at least one of its Traders for using the User AWS and Personal Account;
 - register the certificates of Digital Signature Keys certificates obtained by the Traders on the Exchange website in the Section "Members — Exchange SHP — Certificate Management Centre" for the purpose of using the User AWS and Personal Account.
4. The Exchange shall inform the User's Traders specified in the application submitted to the Exchange according to the form provided for in Appendix No. 4 hereto of the User codes and passwords for access to the User AWS assigned thereto in accordance with the procedure established by the Internal Documents of the Exchange.
5. The information of the User codes and passwords for access to the User AWS assigned thereto shall be provided to the User's Traders specified in the application submitted to the Exchange according to the form provided for in Appendix No. 4 hereto.
6. Remote access to the SHP Subsystems with application of User AWS may be suspended upon the application of the User timely sent to the Exchange and executed in accordance with Appendix No. 4 hereto, from the date specified in this application.

Remote access to the SHP Subsystems with application of the AWS may be renewed on the basis of the application of the User executed in accordance with Appendix No. 4 hereto, from the date specified in this application.

7. The User may activate the additional User AWS and/or “Back Office” Service. The authority of the Trader’s access to the “Back Office” Service shall be determined by the User in the Power of Attorney for the Trader executed according to the form provided for by Appendix No. 8A or Appendix No. 8B to the Rules of Admission to Participation in Trading in the Formal Market of JSC SPIMEX.
8. In case of termination of the Contract of Adhesion to the EDF Rules specified in clause 3 of this Appendix, the Exchange shall terminate the User’s Remote Access to SHP Subsystems.

APPENDIX No. 3

to Terms and Conditions of Providing of JSC SPIMEX Trading Member with Software and/or Hardware for Remote Access to the Services of the Exchange

Procedure for Providing of the User with Remote Access to SHP Subsystems with Application of Gateway

1. In order to get the remote access to the SHP Subsystems with application of the Gateway the User shall apply to the Exchange and take all the necessary measures for connection to the Gateway in accordance with its recommendations.
2. In order to execute the operations in the SHP Subsystems with application of the Gateway the User shall file an application with the Exchange according to the form provided for in Appendix No. 4 hereto, in which it shall specify the Derivatives Market Section of JSC SPIMEX as that in which the User is planning to participate in the Trading in the Formal Market with application of the Gateway, the User's employees accredited in this section of JSC SPIMEX as Traders of the User in accordance with the Rules of Trading in the Formal Market and authorized to execute the operations with application of the Gateway, as well as specify the maximum number of simultaneous connection sessions using the Gateway.
3. In order to get remote access to SHP subsystems with application of the Gateway the User shall:
 - be the EDFS Participant (conclude the Contract for Joining the EDF Rules) and take all the actions necessary for access to the document flow processing in the EDFS in accordance with the EDF Rules;
 - ensure receipt and using of the Digital Signature Key certificate by at least one of its Traders;
 - register the certificates of Digital Signature Keys certificates obtained by the Traders on the Exchange website in the Section "Members — Exchange SHP — Certificate Management Centre".
4. The Exchange shall inform the User's Traders specified in the application executed according to the form provided for in Appendix No. 4 hereto of the User codes and passwords for remote access to the SHP Subsystems with application of the Gateway, assigned thereto in accordance with the procedure established by the Internal Documents of the Exchange.
5. The information of the User codes and passwords for remote access to the SHP Subsystems with application of the Gateway assigned thereto shall be provided to the User's Traders specified in the application submitted to the Exchange according to the form provided for in Appendix No. 4 hereto.

6. Remote access to the SHP Subsystems with application of the Gateway may be suspended upon the application of the User timely sent to the Exchange and executed in accordance with Appendix No. 4 hereto, from the date specified in this application. Remote access to the SHP Subsystems with application of the Gateway may be renewed on the basis of the application of the User executed in accordance with Appendix No. 4 hereto, from the date specified in this application.
7. In case of termination of the Contract of Adhesion to the EDF Rules specified in clause 3 of this Appendix, the Exchange shall terminate the User's Remote Access to SHP Subsystems with application of the Gateway.

APPENDIX No. 4

to Terms and Conditions of Providing of JSC SPIMEX Trading Member with Software and/or Hardware for Remote Access to the Services of the Exchange

APPLICATION FORM

to JSC SPIMEX

/On the letterhead of the organization/

APPLICATION

You are asked _____ to (*provide/ suspend/renew*) remote access to the Software and Hardware Package of JSC SPIMEX for our organization for the purpose of working with SHP Subsystems in the JSC SPIMEX Section

_____ (*Section name*)

from <date>

for the User: _____

(*name of the User organization*)

No.	SHP Subsystem/Connection Method	Number of AWS/for Gateway — number of connection sessions
1.	ETS of the Commodity Market/Derivatives Market (User AWS and “Back Office” Service of the Personal Account)	
2.	Gateway of the Derivatives Market	
3.	ETS of the Commodity Market/Derivatives Market (additional User AWS and “Back Office” Service of the Personal Account)	
4.	“Back Office” Service of the Personal Account	

As the Traders authorized to execute the operations in the Section

_____ (*Section name*)

JSC SPIMEX, in accordance with the Rules of Trading in the Formal Market, accredits the following employees of the User:

1. _____.

(*Full name of the User’s Trader accredited in the JSC SPIMEX Section*)

2. _____.

(*Full name of the User’s Trader accredited in the JSC SPIMEX Section*)

_____ (position)

_____/_____/_____
(signature) (Initials, Last Name)

_____, 20____(date)

APPENDIX No. 5

to Terms and Conditions of Providing of JSC SPIMEX Trading Member with Software and/or Hardware for Remote Access to the Services of the Exchange

FORM OF ACT OF THE SERVICES RENDERED

<p>Act of Delivery and Acceptance of Services rendered under Contract No. ___ for Rendering of Services of Providing JSC SPIMEX Trading Member with Software and/or Hardware for Remote Access to the Services of the Exchange dated _____, 201_ for the period till _____ 201_ Moscow _____, 201_</p> <p>Joint Stock Company Saint-Petersburg International Mercantile Exchange (“JSC SPIMEX”) hereinafter referred to as the “Exchange”, represented by _____, acting on the basis of _____, for one part, and _____, hereinafter referred to as the “User”, represented by _____, acting on the basis of _____, for the other part, have executed this Act as follows:</p> <p>Under Contract No. ___ for Rendering of Services of Providing JSC SPIMEX Trading Member with Software and/or Hardware for Remote Access to the Services of the Exchange dated _____, 201_ (hereinafter — the “Contract”) the Exchange has rendered to the User, and the User has got the Services in the Section _____ (Section of the Exchange)</p> <p>of providing of the User with Remote Access to SHP Subsystems</p> <p>a) with application of User AWS and “Back Office” Service, number _____. b) with application of additional User AWS and “Back Office” Service, number _____. c) with application of “Back Office” Service, number _____. d) with application of connection through the Gateway (for the Derivatives Market Section), number _____.</p> <p>Liabilities of the Exchange to the extent of the Service rendering to the User as provided for by the Contract are fulfilled properly and in full. The User has no complaints regarding the scope and quality of the services rendered.</p> <p>The cost of the Services rendered by the Exchange amounts to _____ (_____) rubles, outside the scope of VAT and shall be paid by the User within ten (10) banking days from the date of issue of the invoice for payment.</p> <table><tr><td style="text-align: center;">Exchange</td><td style="text-align: center;">User</td></tr><tr><td style="text-align: center;">_____/_____/_____</td><td style="text-align: center;">_____/_____/_____</td></tr></table>		Exchange	User	_____/_____/_____	_____/_____/_____
Exchange	User				
_____/_____/_____	_____/_____/_____				

APPENDIX No. 6

to Terms and Conditions of Providing of JSC SPIMEX Trading Member with Software and/or Hardware for Remote Access to the Services of the Exchange

to JSC SPIMEX

Application for Security Deposit Return

You are asked to return the Security Deposit made by

name of the User organization

for the purpose of securing liabilities of payment for the Services of the Exchange under the Service Contract for Rendering of Services of Providing JSC SPIMEX Trading Member with Software and/or Hardware for Remote Access to the Services of the Exchange No. _____ dated _____, 201_ (hereinafter — the “Contract”) in the Section “_____” with regard to any indebtedness in payment for the Services under the Contract specified.

You are asked to return the Security Deposit to the following bank details:

Name of the bank:

BIK (Bank Identification Code) of the bank:

Bank Correspondent Account:

Settlement account of the organization:

(position)
_____/_____
(signature) (Initials, Last Name)
_____, 20__(date)