

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

Moscow _____, 201 (date)

Joint Stock Company Saint-Petersburg International Mercantile Exchange (hereinafter — “JSC SPIMEX” or “Exchange”) represented by _____, acting on the basis of _____, for one part, and

_____ (hereinafter - the “User”), represented by _____, acting on the basis of _____, for the other part, also hereinafter jointly referred to as the “Parties”, and individually — the “Party”,

have concluded this 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 (hereinafter — the “Service Contract”) as follows:

1. The Exchange shall undertake to render the services of providing Trading Member JSC SPIMEX with software and/or hardware for remote access to the services of the Exchange (hereinafter — the “Services”) in accordance with the Terms and Conditions of providing the JSC SPIMEX Trading Members with software and/or hardware for remote access to the services of the Exchange (hereinafter — the “Terms and Conditions”). The User shall undertake to pay for the Services rendered by the Exchange hereunder.
2. This Service Contract shall be concluded by adhesion. The procedure for services rendering, their scope, payment procedure, rights and obligations of the Parties, as well as liability of the Parties shall be established by the Terms and Conditions and shall be binding for the Parties. The Terms and Conditions shall make the integral parts hereof. The terms provided for herein shall be used with the meanings established by the Terms and Conditions.
3. The Terms and Conditions are posted by the Exchange on the official website of JSC SPIMEX in the Internet at: <http://spimex.com> (hereinafter – the “Exchange website”) and become binding for the Parties from the date of signing hereof.

The amounts of the cost of the Services rendered to the User (hereinafter — the “Exchange Tariffs”) are contained in the Tariff Book of JSC SPIMEX posted on the Exchange website at: <http://spimex.com/participant/tariff/>.

4. The Exchange shall be entitled to unilaterally make amendments and additions to the Terms and Conditions and Exchange Tariffs.

The Terms and Conditions shall become effective in accordance with the procedure established by the authorized bodies of the Exchange. From the date of validation of the Terms and Conditions as amended or the amendments and additions made to the Terms

and Conditions the validated provisions of the Terms and Conditions shall become binding for the Parties.

The Exchange shall post the text of the Terms and Conditions as amended or the amendments and additions made to the Terms and Conditions on the Exchange website, as well as the information on validation of the specified documents not later than in ten (10) calendar days prior to the date of validation of such amendments and additions.

The Users shall be informed of the Exchange Tariffs change within the terms and in the manner established by the Rules of Trading in the Formal Market.

5. Modifications of organizational and technical character of functioning of the User AWS (Automated Work Station), Back Office services and SHP (Software and Hardware Package) provided for hereby shall become effective on the next working day after notification by the Exchange of the User of such modifications by publication of the notice text on the Exchange website.
6. In case the User does not agree with the amendments made by the Exchange to the Terms and Conditions, the User shall be entitled to terminate the Service Contract, having notified the Exchange in writing not later than in five (5) business days prior to the date of termination.
7. The User being the Trading Member in the category Trading Visitor/Nonresident Trading Visitor and/or Temporary Member of the Section/ Nonresident Temporary Member of the Section shall make a Security Deposit in accordance with the Terms and Conditions after signing hereof.
8. In case of change of addresses and reference details, including the specified e-mail addresses, the Parties shall undertake to notify each other in writing not later than five (5) days after such changes take place.
9. In all other respects not provided for by the terms and conditions of this Service Contract, Rules of Trading in the Formal Market, the Parties shall be guided by the standards of laws of the Russian Federation.
10. This Service Contract shall become effective on the date of its signing and remain effective till the moment of termination of the Contract for Services of Holding of Trading in the Formal Market concluded by and between the User and the Exchange in one of the following categories: Exchange Member/Nonresident Exchange Member, Section Member/Nonresident Section Member, Temporary Member of the Section/ Nonresident Temporary Member of the Section, Trading Visitor/Nonresident Trading Visitor.
11. This Service Contract may be terminated as agreed by the Parties. Each of the Parties shall be also entitled to unilaterally terminate this Service Contract by sending of the written notice to the other Party in ten (10) business days to the suggested Service Contract termination date, except for the cases provided for by clause 6 hereof. As agreed by the Parties the specified term may be changed. The Service Contract shall be deemed terminated from the date specified in the notice.

12. This Service Contract shall as well be terminated from the moment of termination of the User access to participation in the Trading in the Formal Market on the grounds established by the Rules of Trading in the Formal Market.
13. From the date of termination hereof the remote access to the Exchange Services provided to the User in accordance with this Service Contract shall be as well terminated.
14. Termination of this Service Contract shall not release the Parties from fulfilment of the obligations arisen prior to termination hereof.
15. This Service Contract is executed in two counterparts being equally valid, one for each Party. One counterpart shall be kept by the Exchange, the other one — by the User.

ADDRESSES AND BANK DETAILS OF THE PARTIES

<p>Exchange: Name: Joint Stock Company Saint-Petersburg International Mercantile Exchange Location and postal address: 69-71 letter A ulitsa Marata, Saint Petersburg, 191119 24 ulitsa Timura Frunze, Moscow, 119021 OGRN (Primary State Registration Number) 1089847188903 INN (Taxpayer Identification Number) 7840389730 KPP (Tax Registration Reason Code) 784001001</p>	<p>User: Name: Location and postal address: OGRN INN KPP</p>
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Exchange

User

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