

CONTRACT No. 03/

for Rendering Services of Holding of Trading in the formal market

Moscow _____, 20____ (date)

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 XXX (XXX), hereinafter referred to as the “Company”, represented by _____, acting on the basis of _____, for the other part, hereinafter jointly referred to as the “Parties” have concluded this Contract for Rendering of Services of Holding of Trading in the Formal Market (hereinafter — the “Contract”) as follows:

1. The Exchange shall undertake to regularly (systematically) render the services to the Company related to holding of trading in the formal market in Section _____ of the Exchange in accordance with the Rules for Admission to Participation in the Trading in the Formal Market of Joint Stock Company Saint-Petersburg International Mercantile Exchange, Rules of Holding of Trading in the Formal Market in Section _____ of Joint Stock Company Saint-Petersburg International Mercantile Exchange and other internal documents of the Exchange (hereinafter — the “Rules of Trading in the Formal Market”) adopted according to the requirements of the laws of the Russian Federation and the Articles of Association of the Exchange. The Company shall undertake to pay for the services specified.

2. This Contract is concluded by the Company adhesion hereto. Terms and Conditions, procedure for the services rendering, their scope and payment procedure related to holding of the Trading in the Formal Market and provided for by the Rules of Trading in the Formal Market shall make an integral part hereof. In the Contract the terms and definitions are used with the meanings determined in the Rules of Trading in the Formal Market of the Exchange, as well as in the laws and other regulatory legal acts of the Russian Federation.

3. In accordance with the resolution of JSC SPIMEX President on providing of the Company with the tight to participate in the Trading in the Formal Market in Section _____ of JSC SPIMEX in the category Nonresident Temporary Section Member (Order No. ___ dated _____, 201__) and on the basis of this Contract the Exchange shall undertake to admit the Company to the Trading in the Formal Market and provide it with the right to participate in the Trading in the Formal Market in Section _____ of the Exchange, and the Company shall make the payment for the right to participate in the Trading in the Formal Market of the Nonresident Temporary Section Member in the amount of _____ (_____) rubles, not subject to VAT.

The payment shall be made by the Company within fifteen (15) business days from the day of adoption by the Exchange President of the resolution on providing of the right to participate in the Trading in the Formal Market in Section _____ of JSC SPIMEX in the category Nonresident Temporary Section Member. In case no payment is deposited for the right to participate in the trading in the formal market to the settlement account of the Exchange within the term specified, this Contract shall be deemed terminated from the day following the day of the term established for the payment making.

Payment for the right to participate in the trading in the formal market shall be made by the Company on a nonrecurring basis by cashless transfer to the settlement account of the Exchange specified herein. Payment details of the Exchange may be unilaterally changed by the Exchange with obligatory written notice of the change sent to the Company.

The date of depositing of the payment for the right to participate in the trading in the formal markets to the settlement account of the Exchange shall be the date of providing of the Company with the right to participate in the trading in the formal market.

4. On the basis of this Contract the Company shall pay for registration of the contracts concluded in the course of holding of the trading in the formal market — the Exchange fee.

The Tariffs (amount) of the Exchange fee shall be established by the resolutions of the authorized bodies of the Exchange and are posted on the Exchange website in the Internet.

The Exchange fee shall be paid by the Company on a monthly basis, based on the results of the transactions concluded by the Company in Section _____ for the past calendar month.

The Exchange shall undertake to submit the Act of Delivery and Acceptance of the Services Rendered for a month and the invoice for payment signed by the Exchange to the Entity, not later than on the fifth (5) day of the month following the reporting one.

The Company shall undertake to pay up the invoice issued by the Exchange within ten (10) banking days from the date of the issue. The day of Exchange fee payment liabilities fulfilment shall be deemed the day of depositing of the funds to the correspondent account of the Exchange.

5. In fulfilment of the obligations hereunder exchange of e-mail messages between the Exchange and the Company shall be allowed (correspondence and/or exchange of documents provided for in clause 4 of the Contract).

E-mail addresses for correspondence and/or exchange of the documents shall be determined for the Company 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 Company by e-mail shall be deemed the day of sending by the Exchange of the respective Message to the e-mail address of the Company.

6. On the basis of this Contract and the respective agreements hereto the Exchange shall be entitled to render additional services, directly related to participation in the trading in the formal market, to the Company. Scope, type of additional services of the Exchange and the cost of these Services shall be approved by the authorized body of the Exchange. Tariffs for the additional services are available at the Exchange website in the Internet in accordance with the Rules of Trading in the Formal Market.

7. This Contract may be unilaterally terminated on any grounds provided for by the Rules of Trading in the Formal Market for termination of the right to participate in the trading in the formal market at the Exchange, by sending of the written application to the other Party in ten (10) business days to the suggested date of the Contract termination. As agreed by the Parties the specified term may be changed.

The Contract shall be deemed terminated from the date specified in the application. Upon termination hereof the Company shall perform the settlements with the Exchange to the extent of obligations fulfilment by the Company concerning payment for the services of the Exchange hereunder.

8. The Contract shall become effective on the date of its signing by the Parties and is concluded for one year with an option of prolongation.

In order to prolong the Contract the Company shall inform the Exchange in writing of its intention to prolong the Contract in not less than fifteen (15) business days prior to its expiry and send the documents provided for by the Rules of Trading in the Formal Market to the Exchange for obligatory regular identification of the trading member.

In this case the obligatory condition of this Contract prolongation for each next year shall be the payment making for the right to participate in the trading in the formal market in Section _____ of JSC SPIMEX of the Nonresident Temporary Section Member in the amount established by the resolution of the authorized body of the Exchange, prior to expiry hereof.

In performance of the terms and conditions of this clause of the Contract the effective term of the Contract shall be prolonged by one more year. Procedure for prolongation of the Contract may be repeatedly applied at expiry of each current effective term.

The Exchange may reject to prolong this Contract with the Company on the grounds provided for by the Rules of Trading in the Formal Market for termination of the right to participate in the trading in the formal market at the Exchange. In case the Exchange rejects to prolong the Contract with the Entity, the Exchange shall notify the Company thereof in writing.

9. The Contract is executed in 2 counterparts having equal legal validity: one counterpart is for the Company, and the other one is for the Exchange. All amendments and additions to the Contract shall be deemed Appendices and make an integral part hereof.

Addresses and Details of the Parties:

Exchange: Joint Stock Company Saint-Petersburg International Mercantile Exchange;
OGRN (Primary State Registration Number) 1089847188903
INN (Taxpayer Identification Number)/KPP (Tax Registration Reason Code) 7840389730 / 784001001

Location and postal address:

69-71, letter A Marata Str., Saint Petersburg, 191119

24 ulitsa Timura Frunze, Moscow, 119021.

e-mail:

info@spimex.com; clients@spimex.com

Bank Details:

Settlement account No. 4070181000000000089 with Bank «RRDB» (JSC), Moscow

Correspondent Account No. 30101810900000000880 with GU (Main Administration) of the Bank of Russia for TsFO (Central Federal District), BIK (Bank Identification Code) 044525880

Company:

Location and postal address:

On behalf of the Exchange:

Position

Full Name

On behalf of the Company:

Position

Full Name