

BEFORE YOU START USING THE WEBSITE, PLEASE READ THIS AGREEMENT CAREFULLY

MOSCOW EXCHANGE USER AGREEMENT

This Agreement defines rights and obligations of users of the website <http://moex.com> (the Website) which arise while they use the Website to access the Moscow Exchange's information services and materials published on the Website.

This document is a public offer as defined in article 437 of the Civil Code of the Russian Federation. As a user starts using the Website, he/she is considered being agreed with the terms of this Agreement as defined in part 3, article 434 of the Civil Code.

I. TERMS AND DEFINITIONS

- 1.1. **The Exchange** - open joint stock company "Moscow Exchange MICEX-RTS", Primary State Registration number (OGRN) 1027739387411, Taxpayer ID (INN) 7702077840, RRC 774850001, All-russian Classifier of Enterprises and Organizations 11538317, located at Russian Federation, Moscow, Bolshoy Kislovsky per 13.
- 1.2. **Market data** - numerical data and other non-confidential information on how the trading is going on and what trading results are on the Exchange and other organizers of trading as well as information messages of the Exchange and third parties in the Exchange's data bases that were processed and systemized by the software and hardware tools and equipment of the Exchange. All the foregoing is owned by the Exchange pursuant to the law of the Russian Federation and agreements executed by the Exchange.
- 1.3. **Information services** - services rendered by the Exchange to a User in connection with the provision of the Market data. The Information services may range by a nature of data provided, way it is provided and other provisioning terms.
- 1.4. **Copyright materials** - any texts, graphic representations, photos, video and audio materials, data bases, parts of software and subject matter protected by the intellectual property rights or rights for means of identification pursuant to the law of the Russian Federation, as well as other information materials.
- 1.5. **User** - a person using the Website.
- 1.6. **Website** - the site on the Internet at <http://moex.com> including all its pages with moex.com, micex.com and micex.ru in its domain name. The Website is the information system maintained and used by the Exchange to provide an access to the Information services and Copyright materials for interested persons.
- 1.7. **Agreement** - this User agreement. Recent version of the Agreement is permanently available at <http://moex.com>.
- 1.8. **Parties** - a User and the Exchange as mentioned together.

II. GENERAL PROVISIONS

- 2.1. By using the Website, Users may access both free and paid Exchange's Information services and Copyright materials. The Exchange defines on its own what Information services, Copyright materials may be available on the Website and how they may be provided considering requirements specified in the law of the Russian Federation.
- 2.2. Procedure and conditions for using free Information services and Copyright materials are specified herein. Procedure and conditions for using paid Information services and Copyright materials are specified herein and in specific agreements signed by the Exchange and Users.

III. MARKET DATA

- 3.1. Any Market Data published in the Exchange and provided to Users as they use the Information services is based only on actual information received by the Exchange during trading. All derived indicators including indices and coefficients published on the Website are calculated by the Exchange based on publicly available methodologies and are not based in any way on subjective estimates of the Exchange and its representatives.
- 3.2. Market data and other information materials published on the Website are not advertisements and cannot be considered being recommendations or suggestions for Users to purchase, sell or otherwise make trades in any assets traded on the Exchange.
- 3.3. Information materials published on the Website may contain links to sites of third parties. The Exchange does not act as an agent of such third parties and does not represent them on any other ground. Such links are included for the informational purposes only and must not be considered being an advertisement of products sold by any third parties. If a User follows a link to a third party's site while using the Website, the Exchange is not liable for any direct or indirect losses incurred by the User due the move.

IV. ACCESS TO MARKET DATA

- 4.1. Pursuant to agreements signed with trading members, the Exchange is the owner of all Market data published on the Website and provided to Users while they use the Information services.
- 4.2. The Exchange defines a procedure and conditions for accessing Market data published on the Website by Users by executing its rights of ownership on the information and following provisions of clause 1 of part 3 of article 6 of the Federal law No 149-FZ "On information, information technologies and information protection" dated 27.07.2006.
- 4.3. Information on the Website may be employed by a User provided that he/she comply with restrictions set forth herein. Users must refrain from distributing Market data, making it publicly available or giving it to any third parties. Furthermore, Users must refrain from distributing any derived data including indices and coefficients generated through Market data as well as from making such derived data publicly available or giving it to any third parties. There may be some exceptions from provisions of this clause as may be specified in this Agreement or specific agreements signed by the Exchange and Users.
- 4.4. The Exchange ensures free 24-hour access to information that must be disclosed by organizers of trading pursuant to the effective law of the Russian Federation. Users may commit any actions intended to view, as specified in paragraph 3, clause 7.1 of the Provisions on activities to organize trading on the securities market (Order No 10-78/pz-n of the Russia's FFMS dated 28.12.2010), Market data disclosed by the Exchange pursuant to the regulatory acts. Users are not entitled to disseminate pertinent information and any data derived from it as well as make all this publicly available unless otherwise stated in certain agreements signed by the Exchange and Users.

V. INTELLECTUAL PROPERTY RIGHTS

- 5.1. Copyright materials, set thereof and their arrangement against each other are subject to protection pursuant to the effective law of the Russian Federation. Use of Copyright materials is allowed only provided that a relevant written permission was obtained from the Exchange. In particular, Users undertake to refrain from reproducing, disseminating (including through a retransmission), giving, publishing, changing, processing, compiling or otherwise using any Copyright materials without the written permission of the Exchange.
- 5.2. The Exchange and its partners own any exclusive rights to use the trade marks, commercial names and other items of intellectual property that are published and shown on the Website. In particular, the Exchange owns the exclusive rights to use the following trade marks: "Московская Биржа", "ММВБ", "MICEX", "Индекс ММВБ", "MICEX Index", "Index MICEX-10", "Индекс RCBI", "Индекс RCBI-с", "Index RCBI", "Index RCBI-с", "Индекс ММВБ - электроэнергетика", "Индекс ММВБ - телекоммуникации", "Индекс ММВБ - базовая капитализация", "Индекс ММВБ - стандартная капитализация", "Индекс ММВБ - высокая капитализация", "Индекс ММВБ - нефть и газ", "Индекс ММВБ - металлургия и горнодобыча", "Индекс ММВБ - машиностроение", "Moscow Exchange", "MICEX LC", "MICEX O&G", "MICEX PWR", "MICEX M&M", "MICEX MC", "MICEX MNF", "MICEX TLC", "MICEX SC"; "PTC", "RTS", "Индекс PTC", "RTS Index", "Индекс PTC потребительских товаров и розничной торговли", "Индекс PTC телекоммуникаций", "Индекс PTC финансов", "Индекс PTC электроэнергетики", "Индекс PTC нефти и газа", "Индекс PTC промышленности", "Индекс PTC металлов и добычи", "RTS Metals & Mining Index", "RTS Finances Index", "RTS Oil & Gas Index", "RTS Electric Utilities Index", "RTS Consumer & Retail Index", "RTS Telecom Index", "FORTS FUTURES & OPTIONS", "RTS EXCHANGE", "FO FORTS.Futures and Options on RTS", "FO FORTS.Фьючерсы и опционы на PTC", "FORTS", "RTS биржа", "FORTS фьючерсы и опционы", "RTS Index std", "RTS Индекс std", "RTS Standart Index", "Индекс PTC Стандарт", "BRICSMART".

- 5.3. Provisions of this Agreement cannot be and must not be construed as assigning or providing any exclusive (licensing) rights to use Copyright materials to Users.

VI. DATA PROCESSING

- 6.1. A User agrees to his/her personal data indicated by him/her in any interactive fields of the Website while registering on the Website as well as any to other information given by him/her while using the Website's interface, being processed by the Exchange.
- 6.2. Procedure and conditions for processing Users' personal data are defined in the Moscow Exchange Policy of Personal Data Processing which is permanently available on the Website at <http://moex.com>.

VII. RESPONSIBILITY

- 7.1. Considering total impossibility to monitor actions of third parties, the Exchange cannot ensure continuity of the Information services operation and 24-hour availability thereof. The Exchange is not liable for any damage to any hardware of Users or other persons, including to mobile appliances or any other equipment as well as any software, that was caused, directly or indirectly, by problems with the Website or other means giving the access to the Market data.
- 7.2. Users must not do anything to derive or copy information technologically from the Exchange's information systems bypassing the access facilities provided to Users on the Website. If a User fails to comply with the requirement stated in this clause, he/she bears responsibility for the failure in accordance with the law of the Russian Federation.
- 7.3. The Exchange is not liable to Users for any indirect, occasional or inadvertent damage (including any damage caused by the loss of data or to the honour, dignity or business reputation) if such damage was due to using the Website, Market Data published on it and other materials to which the Users gained access while they use the Website.
- 7.4. The Exchange is not liable for safety of connection channels, software and hardware facilities employed by Users to access the Website or certain Information services.
- 7.5. The Exchange is not liable for any losses caused by unauthentic information stated or published by a User or any third parties while registering on the Website.
- 7.6. The Party is responsible only to the extent of a value of the actual damage caused to other Party. Amount of indemnification that is due to a User for any failures committed by the Exchange is limited by payments made by the User to the Exchange for gaining the access to the Information services on the Website.
- 7.7. Responsibility born by the Parties while Users employ paid Information services is defined in specific agreements signed by the Exchange and the Users.

VIII. CLAIMS

- 8.1. Users who believe that any information materials published on the Website infringe their rights and legitimate interests may send relevant claims to the Exchange via its feedback form.
- 8.2. Claims should include the following details: the full name of the claimant, the detailed description of the alleged infringement; the contact phone number. Claims without this information are not considered by the Exchange.
- 8.3. The Exchange reviews claims and sends responses to the User's email within thirty (30) days from the moment of receiving the claim by email at the address stated in clause 8.1 hereof. If the Exchange fails to respond within the stated term, the User may apply to the court to protect his/her interests.

IX. FINAL PROVISIONS

- 9.1. Any disputes regarding the execution, amendment, performance or termination of this Agreement shall be subject to resolution in accordance with the law of the Russian Federation.

- 9.2. The Exchange may amend this Agreement. Reviewed Agreement shall be published on the Website at the permanent address <http://moex.com>. Amendments to the Agreement shall come into effect since they are published.
- 9.3. Users must view the effective version of the Agreement from time to time to know last amendments made to it. Users agree with a new version of the Agreement by going on using the Website after relevant amendments came into force.