

User Agreement of Central Counterparty "Clearing Centre MFB" (joint-stock company)

Section 1. Terms and Definitions

The **Information** means the Information about the risk rates calculated by CC "Clearing Centre MFB" (JSC) as a clearing institution (Clearing License No. 045-00006-000010 dated December 20, 2012, issued by the Federal Commission for Securities Market (FCSM) of Russia without time limitation) in accordance with the Directive of the Bank of Russia dated 26.11.2020 No. 5636-Y "On Requirements for Brokerage Activities to Conduct Individual Transactions at the Client's expense" (the "Information"), the right to use which is held by CC "Clearing Centre MFB" (JSC) in accordance with the legislation of the Russian Federation and contracts concluded by CC "Clearing Centre MFB" (JSC).

The **Users** means people who use the Website.

The **Protected Materials** means texts, graphic images, photographs, video and audio materials, databases, elements of programs for electronic computers, objects protected as results of intellectual property or means of individualization in accordance with the current legislation of the Russian Federation, and other informational materials placed on the Website.

The **Website** means a website available in the Internet information and telecommunication network, accessible at <https://mse.ru>, including all the pages of the relevant website.

The **Parties** means the Users and CC "Clearing Centre MFB" (JSC) in case of their common attribution.

Section 2. General Provisions

2.1. This User Agreement (the "Agreement") defines the rights and obligations of the users of the Website arising in the course of its use to access the information materials of CC "Clearing Centre MFB" (JSC) posted in public access on the Website.

2.2. This Agreement constitutes a public offer within the meaning of Article 437 of the Civil Code of the Russian Federation.

2.3. The User, by accessing and using the Website, is considered to have accepted the terms and conditions of this Agreement in accordance with the procedure stipulated in Part 3 of Article 434 of the Civil Code of the Russian Federation.

2.4. The Users use the Website to access the Information, the Protected Material on the Website and other media.

2.5. The content of the Information, the Protected Materials available on the Website and the terms of their provision is determined by CC "Clearing Centre MFB" (JSC) at its own discretion, taking into account the requirements of the current legislation of the Russian Federation.

2.6. The procedure and terms of use of Information and Protected Materials are determined by this Agreement and other internal regulations of CC "Clearing Centre MFB" (JSC).

Section 3. Information

3.1. The Information posted on the Website and provided to Users in the course of their use of the Website is based solely on the actual data obtained by the trading operators in the course of trading.

3.2. The Information, as well as other information materials posted on the Website are not

advertisements and cannot be regarded as recommendations or offers aimed at stimulating Information users to purchase, sell or make other transactions with any assets traded during Trading.

3.3. The Information Materials posted on the Website may contain links to the websites of third parties. CC "Clearing Centre MFB" (JSC) is not acting as an agent for these third parties, nor represents their interests on any basis. These links are provided for informational purposes only and should not be construed as advertising of products sold by any third parties. In case during the use of the Website the User follows an external link providing the User with the link to a third party website, CC "Clearing Centre MFB" (JSC) is not responsible for any direct or indirect damages incurred by the Users in connection with such links.

Section 4. Terms of Access

4.1. CC "Clearing Centre MFB" (JSC) is a holder of Information in accordance with the legislation of the Russian Federation and contracts concluded by CC "Clearing Centre MFB" (JSC).

4.2. In implementation of its rights as a holder of Information and guided by the provisions of clause 1 part 3 Article 4 of the Federal Law No. 149-FZ dated 27.07.2006 "On Information, Information Technologies and Information Security", CC "Clearing Centre MFB" (JSC) defines the order and conditions of Users' access to the Information posted on the Website.

4.3. Information posted on the Website may be used by Users subject to the restrictions set forth in this Agreement. The Information posted on the Website is intended solely for guidance on the Website. The Users are not entitled to copy and/or extract Information into their own information systems, distribute Information, make it publicly available or provide such Information to third parties, except for the Users' compliance with the requirements of the Bank of Russia Directive No. 5636-Y dated 26.11.2020 "On Requirements for Brokerage Activities in Execution of Individual Transactions by the Broker for the Client's Account". Furthermore, Users are prohibited from distributing, disclosing or providing to third parties any derivative data, including indices and coefficients, based on the Information. The Users may not perform any actions aimed at technological extraction or copying of Information from the information system of CC "Clearing Centre MFB" (JSC) bypassing the means of access directly provided by Users on the Website. The exceptions to the regulations stipulated in this clause may be provided by this Agreement or by separate agreements concluded between CC "Clearing Centre MFB" (JSC) and Users.

Section 5. Intellectual Property Rights

5.1. The Protected Materials, their compilation and mutual arrangement are subject to protection in accordance with the provisions of the applicable laws of the Russian Federation. Any use of Protected Material is permitted only with the prior written consent of CC "Clearing Centre MFB" (JSC). In particular, User agrees not to reproduce, distribute (including by retransmission), disclose, publish, modify, alter, reverse engineer, compile, or otherwise use any Protected Material without the written permission of CC "Clearing Centre MFB" (JSC).

Section 6. Personal Data Processing

6.1. The User gives CC "Clearing Centre MFB" (JSC) his/her consent to the processing of his/her personal data specified by the User in the interactive fields of the Website during the registration procedure on the Website, as well as any other information provided by the User while using the interface of the Website.

6.2. The procedure and the terms of processing of personal data is determined by the Policy on the Procedure of Processing and Protection of Personal Data, which is available for review on the Website at http://mse.ru/ru/pers_dann/.

Section 7. Responsibility

7.1. Users are liable for violation of the provisions of this Agreement in accordance with the legislation of the Russian Federation.

7.2. Taking into account the fundamental impossibility to control actions of third parties, CC "Clearing Centre MFB" (JSC) cannot guarantee uninterrupted functioning of the Website as well as its round-the-clock availability. CC "Clearing Centre MFB" (JSC) is not responsible for any damage caused to hardware devices of Users or other persons, in particular mobile devices or any other equipment, as well as software, which was directly or indirectly caused by disruptions in the Website or other means of provision of access to Information.

7.3. CC "Clearing Centre MFB" (JSC) is not liable to Users for any indirect, incidental, unintentional damages (including damage caused by loss of data or damage, caused to the reputation and honour), in case the corresponding losses are incurred in connection with the use of the Website, the Information posted on it, as well as other materials to which Users have gained access during the use of the Website.

7.4. CC "Clearing Centre MFB" (JSC) is not responsible for the security of communication channels, software or hardware used by Users to access the Website.

7.5. CC "Clearing Centre MFB" (JSC) is not liable in any way in connection with losses caused by the inaccuracy of information specified or posted by the User or third parties during the registration process on the Website.

Section 8. Complaints Procedure

8.1. The User who believes that any information materials posted on the Website violate the rights and legitimate interests of the User should submit an appropriate complaint to the email address of CC "Clearing Centre MFB" (JSC) mse@mse.ru.

8.2. The Complaint should contain the following information: the name, surname and patronymic of the applicant, a detailed description of the alleged violation of the rights, and contact phone number for feedback.

8.3. The complaints that do not meet the specified requirements are not accepted by CC "Clearing Centre MFB" (JSC).

8.4. CC "Clearing Centre MFB" (JSC) reviews the complaint and submits a response to the User's email address within thirty (30) days from the date of receipt of the relevant complaint to the email address specified in clause 1.

Section 9. Final Provisions

9.1. Any disputes related to the conclusion, modification, execution or termination of this Agreement are subject to settlement in accordance with the legislation of the Russian Federation.

9.2. CC "Clearing Centre MFB" (JSC) is entitled to amend the terms of this Agreement by publishing the text of the amended version of this Agreement on the Website at <http://mse.ru/>. The relevant amendments are effective from the date of publication of the revised version of this Agreement.

9.3. The User is obliged to periodically review the current revision of this Agreement in order to study the latest amendments made to its text. By continuing to use the Website after the relevant amendments become effective, the User agrees to the terms of the Agreement in the new revision.