

«Контур» Акционерное общество

ОГРН 5187746013505

117418, г. Москва, ул. Новочеремушкинская,
дом 63, этаж 4, помещение X, комната 77

info@carbonreg.ru

www.carbonreg.ru

CONTRACT
for Operator's Services on Conducting Transactions in
Carbon Units Registry

Kontur, Joint Stock Company (hereinafter referred to as the "Operator of Registry"), represented by the General director _____, acting on the basis of the Charter, on the one hand, and the Client _____, represented by _____ together to be referred to as the Parties and each respectively to be referred to as the Party, entered into this contract as follows:

**I. Concepts Used in the Contract for Operator's Services
on Conducting Transactions in Carbon Units Registry**

1. For the purposes of the Contract for Operator's Services on Conducting Transactions in Carbon Units Registry (hereinafter referred to as the Contract), the following basic concepts shall be used:

"Document exchange agreement" shall mean an agreement on the exchange of electronic documents concluded between the operator of Registry and the client

"Application" shall mean the client's application serving as a basis for the transactions in the Carbon Units Registry in accordance with the Rules for Compiling and Maintaining a Carbon Units Registry and Conducting Transactions with Carbon Units in the Carbon Units Registry, approved by Resolution No. 790 of the Government of the Russian Federation dated April 30, 2022 *On Approval of the Rules for Compiling and Maintaining a Carbon Units Registry and Conducting Transactions with Carbon Units in the Carbon Units Registry* (hereinafter referred to as the Rules)

"Client" shall mean a participant in the carbon units trading and (or) a regional regulated organization (unless such organization is a participant in the carbon units trading) that has entered into the Contract

"Labeling" shall mean the allocation of carbon units and/or greenhouse gas emissions quota fulfillment units (referred to as the quota fulfillment unit) from the available carbon units and/or greenhouse gas emissions quota fulfillment units (hereinafter referred to as the quota fulfillment unit) in the Client's account in the Carbon Units Registry, the sale of which is carried out (planned to be carried out) at organized trading, and/or allocation of carbon units and/or quota fulfillment units, which are planned to be purchased

in organized trading

“Operator of Registry” shall mean a legal entity in charge of maintaining the Carbon Units Registry

“Transaction day” shall mean the period of time during which the operator of Registry provides the services

“Trade Organizer” shall mean a person in charge of organized trading services

“Order” shall mean the client’s order to conduct a transaction with carbon units and (or) quota fulfillment units (except for the transaction of crediting the account with quota fulfillment units issued due to the fulfillment of the established quota by a regional regulated organization in accordance with part 14 of Article 8 of Federal Law *On Conducting an Experiment to Mitigate Greenhouse Gas Emissions in Certain Constituent Entities of the Russian Federation*) according to an account in the Carbon Units Registry, certified by an enhanced qualified electronic signature

“Registry of contracts” shall mean a registry of contracts concluded on the basis of organized trading, which is maintained by the Trade Organizer in accordance with part 14 of Article 5 of the Federal Law *On Organized Trading*

“Website” shall mean the official website of the operator of Registry

“Transaction with carbon units and (or) quota fulfillment units” shall mean an agreement or any other transaction in accordance with the Civil Code of the Russian Federation concluded in order to transfer carbon units and (or) quota fulfillment units

“Party” shall mean the operator of Registry and (or) the client (collectively referred to as the parties)

“Rates” shall mean the amount of the fee for the operator of Registry’s services calculated in accordance with the procedure for determining the fee for the operator of Registry’s services established in accordance with part 5 of Article 10 of the Federal Law *On Mitigating Greenhouse Gas Emissions* (hereinafter referred to as the Federal Law), and posted on the website

“Services” shall mean the services on conducting transactions in the Carbon Units Registry, including transactions with carbon units and (or) quota fulfillment units on an account in the specified registry

“Participant” shall mean a participant in the carbon units trading or a regional regulated organization (unless such organization is a participant in the carbon units trading) or another person that intends to conclude the Contract

“Records” shall mean the source records (invoices, service completion documents and other documents provided for by the laws of the Russian Federation or the Contract), tax accounting forms and documents (if any), including invoices and adjustment invoices.

2. Other concepts in the Contract shall be used in the meanings established by the laws of the Russian Federation.

II. Subject Matter of the Contract

3. In accordance with the Contract, the operator of Registry shall provide services to the client, and the client shall accept and pay for the services in accordance with the rates.

III. Service Procedure

4. The services shall be provided in accordance with Rules and the specific provisions of the Contract.

5. The client's applications and (or) orders shall be fulfilled by the operator of Registry during the transaction day. The information about the start and end times of the transaction day, as well as the time restrictions associated with provision of the services shall be posted on the website.

6. Within 5 business days from the date of the Contract, the operator of Registry shall open an account for the client in the Carbon Units Registry as provided for clause 14 of Article 2 of the Federal Law *On Mitigating Greenhouse Gas Emissions* and clause 6 of Part 1 of Article 2 of the Federal Law *On Conducting an Experiment to Mitigate Greenhouse Gas Emissions in Certain Constituent Entities of the Russian Federation* (hereinafter referred to as the account in the Carbon Units Registry).

7. The number of the account in the Carbon Units Registry shall be unique, assigned once and shall not be subject to change or reuse. No more than one account shall be opened for the client in the Carbon Units Registry.

8. Within 5 business days from the termination date of the Contract, the operator of Registry shall close the client's account in the Carbon Units Registry.

IV. Procedure for Transactions on the Account in the Carbon Units Registry Related to Transactions with Carbon Units and/or Quota Fulfillment Units Concluded during Organized Trading

9. The transactions on the account in the Carbon Units Registry related to the execution of transactions with carbon units and (or) units of quota fulfillment concluded at the organized trading shall be carried out on the basis of the registry of contracts made by the trading organizer. An extract from the registry of contracts shall be sent by the trade organizer to the operator of Registry in accordance with the procedure established by paragraph 4 of Part 1 of Article 25 of the Federal Law *On Organized Trading*. The client shall acknowledge the extract from the registry of contracts as an order.

10. The client shall independently submit a labeling application or a labeling termination application to the operator of Registry.

The application shall be sent to the operator of Registry via the *Unified Portal of State and Municipal Services* Federal State Information System (hereinafter referred to as the unified portal).

Labeling shall be carried out if the operator of Registry has an effective agreement with the Trade Organizer, during whose organized trading the client intends to conclude transactions with carbon units and (or) quota fulfillment units. Labeling shall be carried out with the indication of the Trade Organizer.

11. The procedure for interaction between the client and the operator of Registry for organized trading of labeled carbon units and (or) quota fulfillment units shall be established by the operator of Registry.

A list of Trade Organizers with whom the operator of Registry has effective agreements shall be posted on the website.

V. Contract Conclusion, Termination and Validity Period

12. In order to accede to the Contract, the participant shall submit to the operator of Registry an application for accession to the Contract containing the information specified in sub-clause a of clause 16 of the Rules (in case the information is submitted by a legal entity), or the information specified in sub-clause b of clause 16 of the Rules (in case the information is submitted by an individual, including

an individual entrepreneur), as well as the information on the availability or unavailability of the status of a regional regulated organization in accordance with clause 2 of Part 1 of Article 2 of the Federal Law *On Conducting an Experiment to Mitigate Greenhouse Gas Emissions in Certain Constituent Entities of the Russian Federation* and the information specified in sub-clause c of clause 16 of the Rules (if any), in the form of an electronic document signed with an enhanced qualified electronic signature, using the unified portal.

If a participant is a foreign legal entity without a permanent representative office in the Russian Federation, or a foreign citizen, such participant shall accede to the Contract taking into account the specific provisions established in Section XV of the Contract.

13. No later than 2 business days from the date of receiving the application for accession to the Contract, the operator of Registry shall send a notice to the participant about the conclusion of the Contract using the unified portal, as well as taking into account the specific provisions established in Section XV of the Contract.

14. The contractual relations shall arise starting from the date specified in the notice on the conclusion of the Contract. In the event that amendments are made to the template for standard Contract for Operator's Services on conducting transactions in Carbon Units Registry, approved by Resolution of the Government of the Russian Federation No. 905 of May 20, 2022 "On Adoption of a Template for Standard Contract for Operator's Services on conducting transactions in Carbon Units Registry" the Contract shall be deemed amended in the relevant part and no execution of additional agreements to the Contract shall be required.

15. The Contract shall be valid until December 31 (inclusive) of the year in which the Contract was concluded. The Contract shall be deemed extended for each subsequent calendar year if neither party, one calendar month before the expiry of each calendar year, sends a written notice to the other party about the refusal to extend the Contract.

VI. Receipt and Fulfillment of Applications and (or) Orders

16. Applications and (or) orders shall be received and fulfilled in accordance with the Rules and the specific provisions established in the Contract.

17. In cases provided for in the Rules, the operator of Registry shall not accept the application and (or) order for fulfillment, refuse to conclude transactions in the carbon unit registry, including account transactions, shall be entitled to suspend the fulfillment of the order and (or) refuse to fulfill the order, and shall not fulfill the order against a reasonable notice to the client indicating the specific violations as provided for in the Rules.

17 (1). In cases provided for by the Rules, the operator of Registry unilaterally suspends transactions with carbon units for the climate project in respect of which a violation of the Rules has been identified and assigns the status "archival" to the information about it.

18. The reasonable notices provided for in clause 17 of the Contract shall be sent by the operator of Registry to the client using the unified portal, as well as taking into account the specific provisions established in Section XV of the Contract, within the deadlines stipulated in the Rules.

VII. Price and Payment Procedure

19. No later than on the 5th business day of the month following the billing month, the operator of Registry shall send the following to the client:

a) An invoice for services signed with an enhanced qualified electronic signature of the operator of Registry's authorized person, in accordance with the established rates using the unified portal

6) Records signed with an enhanced qualified electronic signature of the operator of Registry's authorized person using the unified portal or to the email address specified in the application and (or) order.

19 (1). If the client is a foreign legal entity without a permanent representative office in the Russian Federation or a foreign citizen, the operator of Registry shall send the documents specified in clause 19 of the Contract to such client taking into account the specific provisions established in Section XV of the Contract.

20. No later than on the 20th business day of the month following the billing month, the client shall pay the invoice for services by transferring funds to the operator of Registry's bank details specified in such invoice.

21. The invoice for services provided to the client in December shall be paid by the client no later than on January 31.

22. The date of payment by the client of the invoice for services shall be the day when the funds are credited to the correspondent account of the bank in which the operator of Registry's account is opened.

23. Records shall be sent to the client in the form of electronic documents.

24. Hard copies of records signed with an enhanced qualified electronic signature and certified by the operator of Registry's authorized person shall be submitted to the client at the operator of Registry's office.

If necessary and as agreed with the client, the operator may send hard copies of records signed with an enhanced qualified electronic signature to the client by mail at the client's cost.

25. In case of connecting to the exchange of records via the information system specified in the document exchange agreement operated by a Russian entity that meets the requirements approved by the federal executive body authorized to exercise control and supervision in the field of taxes and charges, it is not required to conclude a separate document exchange agreement by exchanging documents on paper, provided they are signed by both parties using an enhanced qualified electronic signature, the records shall be sent to the client in the manner provided for in the document exchange agreement.

VIII. Rights and Obligations of the Parties

26. The Registry Administrator shall:

a) Notify the client about any changes in its details (name, form of incorporation, location, postal address, bank details) by posting the relevant information on the website.

The operator of Registry shall additionally send an information message to the client about any changes in the operator of Registry's details via the unified portal and (or) to the email address specified by the client in the application for accession to the Contract.

A legally valid message about the changes in the operator of Registry's details in accordance with Article 165.1 of the Civil Code of the Russian Federation and a legal circumstance entailing the client's obligation to make payments using the operator of Registry's details as amended shall be posting of the information about the changes in the operator of Registry's details on the website

6) Notify the client about any changes in the rates no later than 10 calendar days before the effective date of such changes unless a shorter period is stipulated by the requirements of the laws of the Russian Federation, by posting the relevant information on the website. The date of notice to the client shall be the day when the information about the changes in the rates is posted on the website.

The operator of Registry shall additionally send an information message to the client about any

changes in the rates via the unified portal and (or) to the email address specified by the client in the application for accession to the Contract.

A legally valid message about the changes in the rates in accordance with Article 165.1 of the Civil Code of the Russian Federation and a legal circumstance entailing the client's obligation to make payments using the amended rates shall be posting of the information about the changes in the rates on the website.

27. The Customer shall have the right to:

a) Unilaterally amend the rates provided that the amended rates comply with the procedure for determining the fee for the operator of Registry's services established in accordance with part 5 of Article 10 of the Federal Law

б) If the client misses the payment deadline specified in the invoice for services, demand payment of a penalty in the amount of 0.1 percent of the outstanding amount for each day of delay, but not exceeding 10 percent of the specified amount

в) If the client misses the payment deadline specified in the invoice for services by more than 1 calendar month:

Suspend the services

Demand from the client to make advance payments and refuse to provide the services if the effected advance payment is insufficient.

28. The client shall:

a) Independently check for any changes to the rates on the website

б) Pay the invoice for services provided by the operator of Registry within the deadlines and in the manner prescribed by the Contract

в) Make all payments under the Contract using the amended operator of Registry's details starting from the day when the information about the changes in the operator of Registry's details is posted on the website in accordance with sub-clause a of clause 26 of the Contract, unless a different period is specified in the information posted on the website

г) Provide up-to-date information about the implementation status of the climate project recorded in the Carbon Units Registry and on the contact person to whom informational messages, provided for in paragraph two of sub-clause (a) and paragraph two of sub-clause (b) of Clause 26 of the Contract, are to be sent

д) Provide up-to-date information about the inclusion (exclusion) of the client by the supreme executive body of a constituent entity of the Russian Federation that participates in the experiment to mitigate the greenhouse gas emissions in the list (from the list) of regional regulated organizations in accordance with Article 5 of the Federal Law *On Conducting an Experiment to Mitigate Greenhouse Gas Emissions in Certain Constituent Entities of the Russian Federation* and the information specified in sub-clause c of clause 16 of the Rules.

29. The client shall have the right to:

a) Require from the operator of Registry:

Proper fulfillment of the obligations in accordance with the Contract

Timely corrective actions to eliminate the deficiencies identified in the services

6) Submit applications and (or) orders to the operator of Registry before the termination date of the Contract

b) Withdraw the notice on refusal to extend the Contract before the termination date of the Contract.

30. The parties shall not be entitled to disclose to third parties the terms and conditions of the Contract and the information that is exchanged between the parties at the time of its conclusion and (or) that became known to one of the parties during the implementation of the Contract, without the prior written consent of the other party, except for cases stipulated in the laws of the Russian Federation and (or) the Contract, and shall also take action to ensure the protection of such information.

IX. Liability of the Parties

31. The parties shall be held liable for failure to fulfill or improper fulfillment of their obligations assumed hereunder in accordance with the laws of the Russian Federation.

32. The Parties shall be released from liability for failure to fulfill their obligations hereunder if such failure is caused by force majeure.

33. A party prevented from fulfilling its obligations due to force majeure shall inform the other party about its occurrence (termination) in any manner available to such party.

X. Force Majeure

34. For the purposes of the Contract, force majeure shall mean any circumstance that occurs after the conclusion of the Contract, which the parties could not reasonably foresee or prevent, including but not limited to fire, flood, earthquake, war, epidemic, pandemic, embargo, any actions of governmental authorities that prevent or significantly complicate the fulfillment by the parties of their obligations under the Contract.

35. The party affected by a force majeure event shall notify the other party to this effect in any manner available to such party no later than 5 business days from the date of occurrence of such event. A party that fails to notify the other party of the occurrence of a force majeure event within the established deadline shall not be entitled to refer to such event thereafter. The party shall, no later than 5 business days from the date of termination of the force majeure event, notify the other party to this effect in any manner available to such party.

36. In the event of force majeure, fulfillment of the obligations under the Contract shall be postponed for the entire duration of this event. If such event persists for more than 3 months, the parties shall negotiate to reach a consensus on the possibility to continue implementing the Contract.

37. If, after the termination of the force majeure event, in the opinion of the parties, the implementation of the Contract may be continued in the same manner as before the occurrence of the force majeure event, then the period for fulfilling the obligations under the Contract shall be extended in proportion to the time necessary to take into account the effect and consequences of this event.

XI. Dispute Resolution

38. All differences arising during the implementation hereof or related hereto shall be resolved by the parties in compliance with the pre-court dispute resolution procedure. The party against which the claim is made shall, within 30 calendar days from the date of receiving its original copy, submit a response to the claim by handing it over to a representative of the other party or sending it by registered mail with return

receipt requested and (or) a list of attachments to the registered address of the other party. Failure to respond to a claim within the specified deadline shall be deemed as a refusal to satisfy such claim.

39. If the parties fail to reach an agreement, all disputes shall be resolved in court in the manner established by the effective laws of the Russian Federation.

XII. Contract Termination

40. The Contract may be terminated as agreed by the Parties.

41. A notice on refusal to extend the Contract shall be handed over to the party's representative or sent by registered mail (courier delivery service) to the party's postal address or using the unified portal.

42. Termination of the Contract shall not relieve the parties from fulfilling their obligations that arose before the termination date of the Contract.

XIII. Document Management

43. The following shall be used during the interaction between the parties:

- a) The client's details specified in the application for accession to the Contract
- b) The operator of Registry's details posted on the website.

44. The parties shall exchange documents in electronic form:

a) Using the unified portal unless the client is a foreign legal entity without a permanent representative office in the Russian Federation or a foreign citizen. The formats of electronic documents (except for cases provided for by the Contract) shall be established by the operator of Registry in consultation with the federal executive body in charge of developing and implementing the state policy and legal regulation in the field of information technology, and shall be posted on the unified portal

6) Using electronic document management information systems provided for in the Contract if the client is a foreign legal entity without a permanent representative office in the Russian Federation or a foreign citizen. Electronic document management information systems and electronic document formats shall be established by the operator of Registry and posted on the website.

45. An extract from the carbon unit registry shall be signed by the operator of Registry's authorized person using an enhanced qualified electronic signature.

46. If it is necessary to connect to the exchange of records via the information system operated by an entity that meets the requirements approved by the federal executive body authorized to exercise control and supervision in the field of taxes and charges, it is not required to conclude a separate document exchange agreement by exchanging documents on paper, provided they are signed by both parties using an enhanced qualified electronic signature, the operator of Registry shall enter into a document exchange agreement with the client.

47. Hard copy documents shall be submitted at the operator of Registry's registered address or sent by mail (courier delivery service) to the operator of Registry's postal address posted on the website.

48. The procedure for interaction between the operator of Registry and the trade organizer, shall be determined by the agreement concluded by the operator of Registry with the trade organizer. The procedure

for interaction between the client and the trade organizer shall be determined by the agreement concluded by the client with the trade organizer.

XIV. Personal Data

49. In the event that one party transfers personal data to the other party at the time of concluding and implementing the Contract, the transferring party shall have the right to transfer such data to the other party, and the receiving party shall keep such data confidential and process them in accordance with the principles and conditions provided for by the laws of the Russian Federation. Upon a reasonable request from either party, the other party shall submit a written confirmation of the following within 3 business days from the date of receiving such request:

a) Right to process personal data

6) Right to transfer personal data to another party (including confirmation of the notice to the subject about the processing of his/her personal data)

b) Ensuring confidentiality of personal data.

XV. Specific Provisions for Operator of Registry Interaction with a Participant who is a Foreign Legal Entity without a Permanent Representative Office in the Russian Federation or a Foreign Citizen

50. Foreign legal entities without a permanent representative office in the Russian Federation or foreign citizens, unless they have an enhanced qualified electronic signature and (or) access to the unified portal, shall interact with the operator of Registry in the manner established by the operator of Registry, which is posted on the website.

51. Documents (except for orders) sent in accordance with the Rules and the Contract in electronic form during the interaction between the operator of Registry and foreign legal entities without a permanent establishment in the Russian Federation or a foreign citizen may also be signed with an electronic signature generated in accordance with the laws of a foreign state and international standards in cases established in Article 7 of the Federal Law *On Electronic Signature*.

XVI. Assurances

52. The client assures the operator of Registry that the climate project implementation outcomes (reduction (prevention) of greenhouse gas emissions and (or) increase in their absorption) in the amount declared at the time of registration of the climate project, and in case of subsequent changes in the information on the climate project in this part, will not be used (including transferred, encumbered in favor of third parties) in any other way, except for the purposes of putting into circulation carbon units under the climate project in accordance with the legislation of the Russian Federation in the field of limitation of greenhouse gas emissions.

53. The client assures the operator of Registry that the result of the greenhouse gas emission quota established by the decision of the authorized body for the regional regulated entity (the difference between the established quota of greenhouse gas emissions and the actual mass of greenhouse gas emissions equivalent to one ton of carbon dioxide) will not be used (including transferred, encumbered in favor of third parties) in any other way, except for the purposes of putting into circulation the units of quota fulfillment in accordance with the procedure established by the Federal Law *On Conducting an Experiment to Limitation of Greenhouse Gas Emissions in Certain Subjects of the Russian Federation*.

XVII. Details of the parties

Operator of Registry:

Address: _____

Taxpayer identification number: _____ Tax registration code: _____

Primary state registration number (OGRN): _____

All-Russian classifier of enterprises and organizations code: _____

Current account: _____ Bank: _____

BIC: _____ Corr. account: _____

e-mail: _____

General director

Kontur, JSC

_____/_____/

Stamp

Client: