*Unofficial translation*

**THE GOVERNMENT OF THE RUSSIAN FEDERATION**

**RESOLUTION**

**dated May 20, 2022 No. 905**

**(version of March 05, 2026)**

# ON ADOPTION OF A TEMPLATE FOR STANDARD CONTRACT FOR OPERATOR'S SERVICES ON CONDUCTING TRANSACTIONS IN CARBON UNITS REGISTRY

Document Amendment List (as amended by Resolutions of the Government of the Russian Federation dated November 30, 2022 No. 2180, dated September 28, 2023 No. 1583, dated April 4, 2024 No. 424)

In accordance with Part 5 of Article 10 of the Federal Law " On Limitation of Greenhouse Gas Emissions," the Government of the Russian Federation hereby resolves:

1. To approve the attached template for standard contract for operator's services on conducting transactions in Carbon Units Registry

2. This Resolution shall enter into force on September 1, 2022.

Chairman of the Government
of the Russian Federation
M. MISHUSTIN

Approved by Resolution No. 905
of the Government of the Russian Federation
of May 20, 2022

# TEMPLATE FOR STANDARD CONTRACT FOR OPERATOR'S SERVICES ON CONDUCTING TRANSACTIONS IN CARBON UNITS REGISTRY

CONTRACT
for operator's services on conducting transactions
in Carbon Units Registry

## I. Concepts Used in the Contract for the Provision of Conducting Transactions Services in the Carbon Unit Registry by the Operator

1. For the purposes of the contract for the provision of conducting transaction services in the Carbon Units Registry by the operator (hereinafter referred to as the "Contract"), the following main concepts apply:

"document exchange agreement" - an agreement on the exchange of electronic documents concluded between the operator and the client;

"application" - a client's application, on the basis of which transactions in the Carbon Units Registry are conducted in accordance with the Rules for the Establishment and Maintenance of the Carbon Units Registry, as well as for Conducting Transactions with carbon units in the Carbon Units Registry, approved by Resolution of the Government of the Russian Federation dated April 30, 2022 No. 790 "On Adoption of Rules for the Establishment and Maintenance of the Carbon Units Registry, as well as for Conducting Transactions with Carbon Units in the Carbon Units Registry" (hereinafter referred to as the "Rules");

"client" - a participant in the circulation of carbon units and (or) a regional regulated organization (in case such an organization is not a participant in the circulation of carbon units) that has concluded the Contract;

"marking" - segregation from the carbon units and (or) greenhouse gases emissions quota fulfillment units (hereinafter referred to as "quota fulfillment unit") held by the client in an account in the Carbon Units Registry, the circulation of which is (or is planned to be) conducted at organized auctions, and/or the segregation of carbon units and (or) quota fulfillment units planned for acquisition at organized auctions;

"operator" - a legal entity conducting the maintenance of the Carbon Unit Registry;

" operating day" - a period of time during which the operator provides services;

"trade organizer" - a person providing services for conducting organized auctions;

"instruction" - a client's instruction for conducting a transaction with carbon units and (or) quota fulfillment units (except for the transaction for crediting to an account of quota fulfillment units issued as a result of a regional regulated organization meeting the established quota in accordance with Part 14 of Article 8 of the Federal Law "On Conducting an Experiment to Limit Greenhouse Gas Emissions in Certain Constituent Entities of the Russian Federation") on an account in the Carbon Unit Registry, certified by an enhanced qualified electronic signature;

"register of contracts" - a register of contracts concluded at organized auctions, maintained by the trade organizer in accordance with Part 14 of Article 5 of the Federal Law "On Organized Trades";

"website" - the official website of the operator on the information and telecommunications network "Internet";

"transaction with carbon units and (or) quota fulfillment units" - a contract or another transaction in accordance with the Civil Code of the Russian Federation, executed for the purpose of transferring carbon units and (or) quota fulfillment units;

"party" - the operator and (or) the client (collectively referred to as the "parties");

"tariffs" - the amount of payment for the operator's services, calculated in accordance with the procedure for determining the payment for the provision of services by the operator, established in accordance with Part 5 of Article 10 of the Federal Law "On Limitation of Greenhouse Gas Emissions" (hereinafter referred to as the "Federal Law"), and posted on the website;

"services" - conducting transactions services in the carbon unit registry, including transactions with carbon units and (or) quota fulfillment units on an account in the said registry;

"participant" - a participant in the circulation of carbon units, or a regional regulated organization (if such organization is not a participant in the circulation of carbon units), or another person planning to conclude the Contract;

"accounting documents" - primary accounting documents (payment invoices, documents on services rendered, other documents provided for by the legislation of the Russian Federation or the Contract), tax accounting forms and documents (if any), including tax invoices, adjustment tax invoices.

2. Other concepts in the Contract are used in the meanings defined by the legislation of the Russian Federation.

## II. Subject of the Contract

3. In accordance with the Contract, the operator provides services to the client, and the client accepts and pays for the services in accordance with the tariffs.

## III. Procedure for the Provision of Services

4. The provision of services is conducted in accordance with the Rules and with the specifics provided for in the Contract.

5. The execution of the client's applications and (or) instructions is carried out by the operator during the operating day. Information about the beginning and end of the operating day, as well as time restrictions related to the provision of services, is posted on the website.

6. Within 5 working days from the date of conclusion of the Contract, the operator opens an account for the client in the carbon unit registry, as provided for in Paragraph 14 of Article 2 of the Federal Law "On Limitation of Greenhouse Gas Emissions" and Paragraph 6 of Part 1 of Article 2 of the Federal Law "On Conducting an Experiment to Limit 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 is unique, assigned once and cannot be changed, and is not reused. No more than one account in the carbon unit registry is opened for a client.

8. Within 5 working days from the date of termination of the Contract, the operator closes the client's account in the carbon unit registry.

## IV. Procedure for Conducting Transactions on the Account in the Carbon Units Registry Related to the Execution of Transactions with Carbon Units and (or) Quota Fulfillment Units Concluded at Organized Auctions

9. Transactions on the account in the Carbon Units Registry related to the execution of transactions with carbon units and (or) quota fulfillment units concluded at organized auctions are carried out on the basis of the register of contracts, which is formed by the trade organizer. An extract from the register of contracts is sent by the trade organizer to the operator under the procedure provided for in Paragraph 4 of Part 1 of Article 25 of the Federal Law "On Organized Auctions." The client recognizes the extract from the register of contracts as an instruction.

10. The client independently submits an application for marking or for termination of marking to the operator.

The application is sent to the operator using the federal state information system "Unified Portal of State and Municipal Services (Functions)" (hereinafter referred to as the "unified portal").

Marking is conducted if the operator has a contract concluded with the trade organizer at the organized auctions of whom the client plans to conduct transactions with carbon units and (or) quota fulfillment units. Marking is conducted indicating the trade organizer.

11. The procedure for interaction between the client and the operator when dealing with marked carbon units and (or) quota fulfillment units on organized auctions is established by the operator.

The list of trade organizers with whom the operator has concluded contracts is posted on the website.

## V. Conclusion and Termination of the Contract, Term of the Contract

12. To accede to the Contract, a participant submits to the operator an application for accession to the Contract, containing the information specified in subparagraph "a" of paragraph 16 of the Rules (in case the information is submitted by a legal entity), or the information specified in subparagraph "b" of paragraph 16 of the Rules (in case the information is submitted by a natural person, including an individual entrepreneur), as well as information on the presence or absence of the status of a regional regulated organization in accordance with Paragraph 2 of Part 1 of Article 2 of the Federal Law "On Conducting an Experiment to Limit Greenhouse Gas Emissions in Certain Constituent Entities of the Russian Federation" and the information specified in subparagraph "c" of paragraph 16 of the Rules (if available), in the form of an electronic document signed with an enhanced qualified electronic signature, using the unified portal.

Accession to the Contract by a participant that is a foreign legal entity without a permanent establishment in the Russian Federation, or a foreign citizen, is conducted with consideration to the specifics provided for in Section XV of the Contract.

13. No later than 2 working days from the date of receipt of the application for accession to the Contract, the operator, using the unified portal, and also with consideration to the specifics provided for in Section XV of the Contract, sends the participant a notification of the conclusion of the Contract.

14. Contractual relations arise from the date specified in the notification of the conclusion of the Contract. In case any amendments are introduced to the form of the standard contract for the provision of conducting transactions services in the carbon units registry by the operator, adopted by the Order of the Government of the Russian Federation dated May 20, 2022 No. 905 'On Approving the Form of a Standard Contract for the Provision of Conducting Transaction Services in the Carbon Units Registry by the Operator', the Contract is deemed amended accordingly, without the need to sign any additional agreements to the Contract.

15. The Contract is valid until December 31 (inclusive) of the year in which the Contract was concluded. The Contract is deemed extended for each subsequent calendar year if neither of the parties provides the other party with a written notice of refusal to extend the Contract 1 calendar month before the expiration of each calendar year.

## VI. Acceptance and Execution of Applications and (or) Instructions

16. Acceptance and execution of applications and (or) instructions is carried out in accordance with the Rules and with the specifics provided for in the Contract.

17. In cases provided for by the Rules, the operator unilaterally suspends transactions with carbon units for a climate project, where a breach of the Rules has been found, and reclassifies the information about it as "archived."

17(1). In cases stipulated by the Rules, the operator shall unilaterally suspend transactions with carbon units from a climate project in respect of which a violation of the Rules has been identified and assigns the "archived" status to the information about it.

18. The reasoned notifications provided for in paragraph 17 of the Contract are sent by the operator to the client using the unified portal, and also with consideration to the specifics provided for in Section XV of the Contract, within the time limits provided for by the Rules.

## VII. Cost and Payment Procedure

19. The operator, no later than the 5th working day of the month following the billing month, sends to the client:

а) an invoice for services payment, signed with the enhanced qualified electronic signature of the operator's authorized person, in accordance with the established tariffs - using the unified portal;

б) accounting documents, signed with the enhanced qualified electronic signature of the operator's authorized person - using the unified portal or via the email address specified in the application and (or) instruction.

19(1). Sending by the operator of the documents specified in paragraph 19 of the Contract to a client that is a foreign legal entity without a permanent establishment in the Russian Federation, or a foreign citizen, is carried out with consideration to the specifics provided for in Section XV of the Contract.

20. The client, no later than the 20th day of the month following the billing period, pays the invoice for services payment by transferring funds using the bank details of the operator specified in such an invoice.

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

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

23. Accounting documents are sent to the client in the form of electronic documents.

24. Duplicates of accounting documents signed with an enhanced qualified electronic signature on paper, certified by the operator's authorized person, are provided to the client at the operator's office.

If necessary and by agreement with the client, the operator may send the client the duplicates of accounting documents signed with an enhanced qualified electronic signature on paper by mail at the client's expense.

25. If the exchange of accounting documents is connected through an information system specified in the document exchange agreement, the operator of which is a Russian organization and which meets the requirements approved by the federal executive body authorized to exercise control and supervision functions in the field of taxes and duties, there is no need to conclude a separate agreement on document exchange by exchanging documents on paper, provided that they are signed by both parties using an enhanced qualified electronic signature, the accounting documents are sent to the client under the procedure provided for by the document exchange agreement.

## VIII. Rights and Obligations of the Parties

26. The operator is obliged to:

а) notify the client of changes in details (name, legal organizational form, location address, postal address, bank details) by posting the relevant information on the website.

The operator additionally sends the client an informational message about the change in the operator's details using the unified portal and (or) via the email address specified by the client in the application for accession to the Contract.

A legally significant message about the change in the operator's details in accordance with Article 165.1 of the Civil Code of the Russian Federation and the legal fact upon the occurrence of which the client's obligation to make payments using the changed details of the operator arises, is the posting of information about the change in the operator's details on the website;

б) notify the client of changes in tariffs no later than 10 calendar days before the date of their entry into force, unless a shorter period is conditioned by the requirements of the legislation of the Russian Federation, by posting the relevant information on the website. The date of notification of the client is considered the day, when the information about the change in tariffs is posted on the website.

The operator additionally sends the client an informational message about the change in tariffs using the unified portal and (or) via the email address specified by the client in the application for accession to the Contract.

A legally significant message about the change in tariffs in accordance with Article 165.1 of the Civil Code of the Russian Federation and the legal fact, upon the occurrence of which the client's obligation to make payments according to the changed tariffs arises, is the posting of the information about the change in tariffs on the website.

27. The operator has the right:

а) to amend the tariffs unilaterally, provided that the amended tariffs comply with the procedure for determining the payment for services provision by the operator, established in accordance with Part 5 of Article 10 of the Federal Law;

б) in the event of the client's failure to meet the deadline for paying the invoice for the services rendered, to demand payment of a penalty in the amount of 0.1 percent of the overdue amount for each day of delay, but not more than 10 percent of the said amount;

в) in the event of the client violating the deadline for paying the invoice for the services rendered by more than 1 calendar month:

to suspend the provision of services;

to demand payment from the client by making advance payments and not to provide services if the advance payment made is insufficient.

28. The client is obliged to:

а) independently check information about changes in tariffs on the website;

б) pay the invoice for the services rendered by the operator within the time limits and under the procedure provided for in the Contract;

в) make all payments under the Contract using the changed details of the operator, starting from the day, when the information about the change in the operator's details is posted on the website, in accordance with subparagraph "a" of paragraph 26 of the Contract, unless a different period is established in the information posted on the website;

г) provide up-to-date information on the status of implementation of the climate project registered in the carbon unit registry and the contact person, to whom the notices specified in the second paragraphs of Clauses 26(а) and 26(б) of the Contract, are sent to.

д) provide up-to-date information on the inclusion (exclusion) of the client by the highest executive body of a constituent entity of the Russian Federation - participant in the experiment to limit 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 Limit Greenhouse Gas Emissions in Certain Constituent Entities of the Russian Federation" and the information specified in subparagraph "в" of paragraph 16 of the Rules.

29. The client has the right:

а) to demand from the operator:

proper fulfillment of obligations in accordance with the Contract;

timely elimination of identified deficiencies in the services provided;

б) to submit applications and (or) instructions to the operator until the date of termination of the Contract;

в) to revoke the notice of refusal to extend the Contract before the date of termination of the Contract.

30. The parties are not entitled to disclose to third parties the terms of the Contract and information exchanged by the parties during its conclusion and (or) which became known to one of the parties in the course of executing the Contract, without the prior written consent of the other party, except in cases provided for by the legislation of the Russian Federation and (or) the Contract, and are obliged to take measures to ensure the protection of such information.

## IX. Liability of the Parties

31. For non-fulfillment or improper fulfillment of obligations under the Contract, the parties are liable as provided for by the legislation of the Russian Federation.

32. The parties are released from liability for non-fulfillment of their obligations under the Contract if this non-fulfillment is a consequence of force majeure circumstances.

33. A party for which it becomes impossible to fulfill its obligations due to force majeure circumstances is obliged to notify the other party of their occurrence (termination) by any means available to the party.

## X. Force Majeure Circumstances

34. For the purposes of the Contract, force majeure circumstances mean any circumstance that arose after the conclusion of the Contract that the parties could not reasonably foresee or prevent, including but not limited to fire, flood, earthquake, war, epidemic, pandemic, embargo, any actions of authorities that make it impossible or significantly hinder the parties from fulfilling their obligations under the Contract.

35. The party for which force majeure circumstances have occurred must notify the other party thereof by any means available to the party no later than 5 working days from the date of occurrence of such circumstances. A party that fails to notify the other party of the occurrence of a force majeure circumstance within the established period loses the right to refer to such circumstance in the future. The party must, no later than 5 working days from the date of termination of the force majeure circumstances, notify the other party thereof by any means available to the party.

36. In the event of force majeure circumstances, the fulfillment of obligations under the Contract is postponed for the entire period of these circumstances. If such circumstances last for more than 3 months, the parties must hold negotiations to develop a unified position on the possibility of continuing the Contract.

37. If, after the termination of the force majeure circumstances, in the opinion of the parties, the execution of the Contract can be continued in the manner that was in effect before the occurrence of the force majeure circumstances, then the deadline for fulfilling obligations under the Contract is extended in proportion to the time necessary to account for the effect of these circumstances and their consequences.

## XI. Dispute Resolution Procedure

38. All contradictions arising during the execution of the Contract or related to it shall be resolved by the parties in compliance with the claims procedure. The party, whom a claim is made to is obliged, within 30 calendar days from the date of receipt of its original, to submit a response to

the claim by handing it over to a representative of the other party or by sending a registered postal item with proof of delivery and (or) a list of attachments to the location address of the other party. Failure to provide a response to the claim within the specified period is considered a refusal to satisfy it.

39. In case of failure to reach agreement between the parties, all disputes shall be resolved in court in accordance with the procedure established by the current legislation of the Russian Federation.

## XII. Termination of the Contract

40. The Contract may be terminated by agreement of the parties.

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

42. The termination (cancellation) of the Contract does not release the parties from fulfilling obligations that arose before the date of termination (cancellation) of the Contract.

## XIII. Document Flow

43. When interacting, the parties use:

a) the client's details specified in the application for accession to the Contract;

b) the operator's details specified on the website.

44. The parties exchange documents in electronic form:

a) using the unified portal, if the client is not a foreign legal entity without a permanent establishment in the Russian Federation, or a foreign citizen. The formats of electronic documents (except for cases provided for by the Contract) are established by the operator in agreement with the federal executive body responsible for developing and implementing state policy and legal regulation in the field of information technologies, and are posted on the unified portal;

b) using electronic document management information systems provided for by the Contract, if the client is a foreign legal entity without a permanent establishment in the Russian Federation, or a foreign citizen. The electronic document management information systems and electronic document formats are established by the operator and published on the website.

45. An extract from the Carbon Units Registry is signed by an authorized person of the operator using an enhanced qualified electronic signature.

46. If it is necessary to connect the function of exchanging accounting documents through an information system whose operator meets the requirements approved by the federal executive body authorized to exercise control and supervision functions in the field of taxes and duties, there is no need to conclude a separate agreement on document exchange by exchanging documents on paper, provided that they are signed by both parties using an enhanced qualified electronic signature, the operator concludes a document exchange agreement with the client.

47. Documents on paper are provided at the operator's location address or by sending documents by mail (courier delivery service) to the operator's postal address specified on the website.

48. The procedure for interaction between the operator and the trade organizer is determined by an agreement concluded by the operator with the trade organizer. The procedure for interaction

between the client and the trade organizer is determined by an 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 during the conclusion and execution of the Contract, the transferring party is obliged to have the right to transfer it to the other party, and the receiving party is obliged to ensure its confidentiality and carry out its processing in accordance with the principles and conditions provided for by the legislation of the Russian Federation. Upon the receipt of a reasoned request from a party, the other party is obliged to provide, within 3 working days from the date of its receipt, written confirmation of:

а) the right to process personal data;

б) the right to transfer it to the other party (including confirmation of notification of the subject about the processing of his personal data);

в) ensuring its confidentiality.

## XV. Specifics of Interaction between the Operator and a Participant that is a Foreign Legal Entity without a Permanent Establishment in the Russian Federation, or a Foreign Citizen

50. Foreign legal entities without a permanent establishment in the Russian Federation, or foreign citizens, who do not have an enhanced qualified electronic signature and (or) access to the unified portal, interact with the operator in the manner established by the operator, which is published on the website.

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

## XVI. Representations

52. The client represents and warrants to the operator that the climate project implementation outcomes (reduction (prevention) of greenhouse gas emissions and (or) enhancement in their removals) in the volume declared on the date of registration of the climate project, and with subsequent changes to the information about the climate project in this part, will not be used (including transferred, encumbered in favor of third parties) in any other way than for the purposes of issuing carbon units for circulation 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 represents and warrants to the operator that the result of fulfilling the greenhouse gas emissions quota established in the decision of the authorized body for the regional regulated organization (the difference between the established greenhouse gas emissions quota 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 than for the purposes of issuing quota fulfillment units for circulation under the procedure established by the Federal Law "On Conducting an Experiment to Limit Greenhouse Gas Emissions in Certain Constituent Entities of the Russian Federation."