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6-58394

10.09.2019

To all tender participants

Dear Sirs,

We herewith invite you to submit your bids on the following terms:

Lot #	6/6-1(9)/11
Product	Component gasoline high-octan / Alkylate (hereinafter the Goods)
Producer	Ryazan refinery.
Quantity	up to 50 000 mt in Seller's option
Delivery terms	FOB Baltic / Beloe / Barensevo / Black Sea in Seller's option, CPT RW station (border of Russian Federation or any Russian port) in Seller's option.
Delivery period	Shipment period from refinery – October - December 2019 Delivery period – October 2019 – January 2020.
Quality	meeting the specification below
Bidding deadline	The signed bid to be send strictly through CJSC TEK – Torg electronic platform in relevant Rosneft's module (https://tender.tektorg.ru) in section under the heading "Tender sales of RAW HYDROCARBONS" pursuant to the rules and conditions of the electronic platform latest 18:00 o'clock Moscow time 12 of September, 2019.

Validity	Your bid should be valid till 22:00 o'clock Moscow time 10 of October, 2019.
General terms and conditions	Contract form and its contents shall be in Sellers option. The following agreed provisions shall comprise the oil product supply contract: Laytime, Specific conditions 1-4, Nomination, Payment terms as per attachment №1 to the present invitation letter; Alternative currency, Payment obligations, Anti-corruption, Confidentiality, Sanctions, Liability, trade controls and boycotts as per attachment №2 to the present invitation letter;
Price basis:	The average quotations for Eurobob as published in Platt's European Marketscan under the heading «Barges FOB Rotterdam»
Pricing period:	Month of actual delivery. Average of all quotations published during month of BL date (for FOB terms) and month of dispatch from refineries (for CPT terms)
Escalation/ De-escalation:	Not escalation
Jurisdiction:	In accordance with the laws of the Russian Federation.

Cargo sizes:	<p>- up to 5 000 mt in Seller's operational tolerance. or Other cargo size is subject to mutual agreement. Rosneft has the right but no obligation to award the bids for cargo sizes other than 5 000 mt.</p>
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- ! **Cargo size shall always be in Seller's option.**
- ! **Buyer's option of laycan dates is not acceptable.**
- ! **You are requested to present your bids strictly on the above terms and conditions. Nevertheless in the addition to the above you are free to give bids on any terms and conditions/delivery basis not specified in this letter for our consideration. Rosneft will have the right but no obligation to award the bids on additional terms and conditions.**

Guaranteed quality specification:

Test	Unit	Method	Guarantee
Research Octane Number (RON), min		GOST 32339	94,0
Distillation			
Initial boiling point, min	Degrees C	ASTM D 86	35,0
FBP, max	Degrees C	ASTM D 86	210,0
Density at 15 Dgr C, max	kg/m (3)	GOST R 51069	No norm, determinati on without fail
Sulfur content, max	Mg/kg	GOST R EN ISO 20846	10,0

Vapor pressure, max	kPa	GOST 1756	50,0
Copper strip Corrosion		GOST 6321	Passes
Sediments and water		TU 38.101372	absence
Water soluble acids and alkalis		GOST 6307	absence

! No other quality guarantees or assurances besides the above are to be guaranteed by the Seller.

! Historical quality specifications are enclosed for your information only with no guarantees from our side.

! Bidder by presenting a relevant bid confirms that the subject Component gasoline high-octan / Alkylate is of fully merchantable quality, that he fully understands and accepts its quality and therefore waives the right to present any claims on non-merchantability of the delivered goods unless the specification deviates from that described above.

Mandatory conditions for your participation in the bid selection process are as follows:

- ✓ Completed Rosneft Oil Company counterparty clearing procedure with a positive decision.
- ✓ A signed bid to be send to Rosneft Oil Company strictly through CJSC TEK – Torg electronic platform in relevant Rosneft’s module (<https://tender.tektorg.ru>) in section under the heading “Tender sales of RAW HYDROCARBONS” pursuant to the rules and conditions of the electronic platform, which includes the following information:
 - Price quotations with one or more of the suggested delivery terms
 - Product name and producer
 - Maximum quantity of products requested
 - Delivery terms, which correspond to the price quotation
- ✓ Your bids shall be submitted in table format as follows:

Refinery	Product	Quality (if applicable)	Dispatch period	Tender quantity, tons (from 0 up to X mt)	Delivery terms (dispatch point/destination), as per terms indicated in the call for bids.	Price/premium/disc ount against price formula, in USD per ton at delivery terms	Price formula + pricing period
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- ! **Date and time of the received email with your bid, shall be deemed date and time of the bid receipt.**
- ! **Bids forwarded by other means and/or to other addresses (as well as those forwarded past the deadline indicated in this letter) will not be considered.**
- ! **Keep in mind, that observing our bid receipt deadlines is a mandatory prerequisite to further participation in the product purchase procedure.**
- ! **Please note that the correct format and substance of your bid helps us expedite our internal totaling and objective offer evaluation.**
- ! **Your acceptance of the terms of the present Invitation, Attachments №1, 2 to the present Invitation Letter and export contracts of Oil Company Rosneft is an essential condition to your taking part in the oil product purchasing process under this proposal.**
- ! **You are requested to present your bids for a one round tender, Rosneft does not intend to introduce another round.**

You will be informed of the results of your bid review as follows:

- **Before 22:00 Moscow time on 10 October 2019** you will be informed of the bid review results. Herewith Rosneft Oil Company reserves the right to send you a repeated invitation to make offers with improved cost or suggest updating of the submitted offer. In this case the repeated or updated offer shall be sent to Rosneft not later than **6 p.m (Moscow time), September 20, 2019.**
- Please note that your **updated bid** should be in line with Rosneft Oil Company offer terms and **should be valid till 22:00 o'clock Moscow time, 10 October 2019. In that case** will be informed of the bid review results not later than **22:00 o'clock Moscow time, 10 October 2019.**
- Should the bidding winner refuse to enter into or execute a contract on any contractual parcel under the winning bid, Rosneft Oil Company shall have the right to award such contractual volume to third parties and to penalize the bidding winner. In this case the penalty amount shall be calculated basis the

price difference between the winners bid and third party price and, accordingly, will include all the consequent losses caused by such refusal.

- ! **Rosneft Oil Company reserves a right to reject a bid with validity, which deviates from the requirement stipulated in this letter.**
- ! **If the Buyer during the contract's execution will change delivery terms (even with netback parity), the Rosneft Oil Company has right not to confirm such redirection.**
- ! **Rosneft Oil Company reserves the right to decline all bids received.**
- ! **Seller shall be Oil Company Rosneft or any Rosneft's affiliated company.**

If you have encountered theft, fraud or corruption in Rosneft, please reach out to us via the Security Hotline. We ensure confidentiality of all calls and messages.
Contact phone number: 8 (800) 500-25-45 – (free call around-the-clock)
E-mail: sec_hotline@rosneft.ru
Mailing address: 119180, Moscow, 3/9 B. Polyanka, POB 13
(marked "Security hotline")

This invitation to bid shall not under any circumstances be considered a legally binding document or offer and shall not constitute an offer or invitation to participate in a tender.

We are looking forward to our long-term and mutually beneficial cooperation.

Kind regards,

Denis Nyrkov
Director
Crude Oil and Product Trading Department



Attachment №1

Laytime: subject to port/terminal loading procedures/regulations
(to be stipulated in the contract)

Specific condition 1: The agreed vessel's laydays shall always be two calendar days.

The Buyer shall provide the arrival of the vessel, chartered for lifting of the Goods, at loadport within the first day of agreed laydays.

The below mentioned penalties are applicable for deliveries at ports of Nakhodka, Arkhangelsk and Tuapse only:

In case the Buyer fails to provide arrival of the vessel for lifting of the Goods within 1st day of agreed laydays, the Buyer upon the Seller's request shall pay the Seller penalty at the rate, as stated below, per each metric ton of the Goods shipped on board of the vessel as per Bills of Lading quantity for each calendar day (part day to count as a full day) of such delay starting from 00:00 of the second day of agreed laydays up to the moment of commencement of loading of the Goods:

- 1.60 USD per metric ton from the 1st till the 3rd day of delay

- 2.50 USD per metric ton for each day of delay starting from the 4th day of delay.

Without prejudice to the foregoing, all damages incurred by the Seller due to or in connection with failure of the vessel to arrive within the first day of agreed laydays shall be for the Buyer's account. Such damages of the Seller shall be reimbursed by the Buyer in full in excess of penalties.

Specific condition 2: Quality parameters of the Goods delivered from onshore terminal shall be determined by the mutually agreed inspector except port of Nakhodka, Arkhangelsk and Tuapse where quality parameters shall be determined by the laboratory of the terminal. Quantity of the Goods delivered from onshore terminal shall be determined by the loading terminal in accordance with measurement procedure effective at the loading terminal at the moment of delivery. Quality and quantity of the Goods delivered ex floating storage to be determined by the independent inspector. For loading ex floating storages, the independent inspector shall be nominated by the Seller at its sole discretion.

Specific condition 3: The Buyer confirms its intension to arrange bunkering from the resources of the Seller of the vessels, which the Buyer shall provide for loading of the Goods within the terms of the transaction. For the avoidance of doubts, the bunkering will be performed within the terms of separate transactions with the subsidiaries of the Seller: RN Bunker, Rosneft Marine (UK) Ltd.

Specific condition 4: Hereby the Buyer confirms that aimed at due performance of its obligation to lift the Goods hereunder the Buyer intends to arrange freight of a relevant vessels with Prime International Limited based on an arm's length principle and acceptability of commercial conditions to the Buyer. For avoidance of doubt, freight of a vessel shall be performed under separate transactions with subsidiary of the Seller - Prime International Limited.

Nomination: Not later than last working day of the month preceding the month of delivery the Seller nominates the Buyer preliminary laydays, quantity and loadport, except for the cargo lots scheduled for loading during 1st decade of the month of delivery, which is to be nominated latest 10 calendar days prior to the first day of such laydays (Day of Nomination means Day One).

Not later than 10 (ten) calendar days prior to the first day of the preliminary laydays the Seller has the right to adjust the preliminary laydays (Day of Adjustment means Day One) but for not more than for 3 calendar days.

NOR Upon arrival of the tanker at the customary anchorage of the port of loading (list of customary anchorages as indicated in port rules/regulations) the Master or his agent is to send to the Sellers's representative at this port a written Notice of Readiness (N.O.R.) of the tanker for loading the Goods. Notice may be given at any time of the day or the night unless it is inconsistent with the regulations of the port.

Payment: 100% of payment to be effected within Base Term – 30 calendar days after B/L against Seller's invoice. Deadline period – 45 calendar days after B/L against Seller's invoice. Meanwhile should the Buyer effect payment after Base Term

but before Deadline Period, the Buyer shall pay the Seller an interest at 1 month LIBOR+3% per annum rate for each day of the period from the Base Period to the date of crediting of the Seller's account.

The Buyer's payment obligations considered to be fulfilled at the moment of crediting the Seller's account at the Seller's bank.

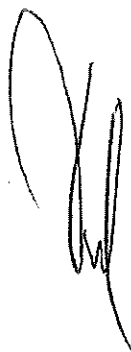
The Buyer shall open irrevocable Stand-by Letter of Credit in favour of the Seller in a format confirmed by the Seller latest 3 banking/working days in the Russian Federation prior to the 1st day of nominated laydays subject to advising bank confirmation. Issuing, advising, confirming bank to be acceptable to Seller.

Upon the Seller's request the Buyer shall effect early payment separately for 90 % of provisional value of each Parcel, unless otherwise agreed between the Parties, against the Seller's provisional invoice stating the date of early payment and provisional value of the Goods calculated according to the price formula, using all quotations and/or the most recent issued quotation available on the date of the Invoice. Sending of the provisional invoice by the Seller to the Buyer shall be considered as the Seller's request to the Buyer to effect early payment.

For payment effected before Base Term, Seller shall pay the Buyer an interest at 1 month LIBOR+ 0,8% per annum rate for each day of the period from the date of crediting of the Seller's account to the Base Term date.

In order to calculate the amount of interest for early payment, 1 month LIBOR (USD) published by ICE Benchmark Administration Ltd. (IBA) on the date of crediting of the Sellers' account shall be applied.

Director of Crude and
Oil products trading Department



D. Nyrkov

Attachment №2 to the letter

Alternative currency clause

The default payment currency shall be Euro. Total invoice amount will be converted to Euro in accordance with calculation of price, as specified in an invoice, to be converted to Euro by using the Euro / US Dollar (EUR-USD) exchange reference rate of Bloomberg agency «BFIX» as quoted under the heading «Frankfurt 2:00 pm» on the following link: <http://www.bloomberg.com/markets/currencies/fx-fixings>, 1 (one) EUR and USD banking day prior to the Payment due date (payment due date = day 0).

In case the exchange rate has not been published at the abovementioned banking day the parties shall take the exchange rate published the day preceding the abovementioned banking day.

In the event that payment cannot be made in Euro, payment shall be effected in US Dollars and/or Russian rubles, provided also such payment in US Dollars and/or Russian rubles does not contravene any applicable sanction, embargo, law, regulation or decree binding upon Buyer or on Buyer's banks. In circumstances:

A) where the payment will be made in US dollars, the payment amount shall be made in accordance with calculation in US dollars in respective invoice.

At that, payment in US dollars shall be made only upon mutual agreement between the Parties;

B) in case of payment in Russian rubles – total invoice amount will be converted to Russian rubles in accordance with calculation of price, as specified in an invoice, to be converted to Russian rubles by using US dollar/Russian ruble rate of the Central Bank of the Russian Federation, established on the working day preceding the day of payment (day of payment = day 0).

In case the above-mentioned rate was not established by the Central Bank of the Russian Federation for the working day preceding the day of payment, then the rate established on the nearest date preceding the above-mentioned date is used.

Notwithstanding the above, but subject always that payment in any other currency does not contravene any applicable sanction, embargo, law, regulation or decree binding upon the Buyer or the Buyer's banks, the impossibility for payments to be made in Euro and/or US Dollars and/or Russian rubles shall not detract from Buyer's obligation to effect payment. The Buyer and the Seller shall discuss and agree a mutually acceptable alternative currency and the conversion rate in the event that payment in Euro and/or US Dollars and/or Russian rubles is

impractical or impossible.

Seller further agrees that penalty or commission for delay in payment shall not apply during the period the Parties are negotiating such alternative settlement arrangements.

Payment obligations clause

Payment date under the present Contract shall be the date of debiting the Buyers' account at the Buyers' Bank (hereinafter Payment Date).

The Buyers' payment obligations are considered to be fulfilled at the moment of crediting the Sellers' transit account at the Sellers' bank. The place of fulfillment of payment obligations is the place of the Seller's residence.

Should the funds debited from the Buyer's account for any reason not credited to the Seller's transit account, Parties undertake to cooperate and make all reasonable efforts to determine the reasons of such failure and to ensure the immediate transfer of funds to the Seller's account.

The place of fulfillment of payment obligations is the Sellers' residence place.

If the Buyer fails to fulfil or unduly fulfils the terms of this Contract, leading to a breach of requirements of foreign exchange laws of the Russian Federation arising through the Buyer's fault, the Seller shall be entitled to demand that the Buyer pay penalty at the rate of 0.1% of the amount of not timely paid invoice and compensate to the Seller all losses in their entirety incurred by the Seller including those due to administrative penalties imposed by competent authorities and including but not limited to amounts of fines charged against the Seller which have been paid or are payable for breach of requirements of foreign exchange laws of the Russian Federation.

Such penalty and/or losses shall be paid within seven (7) calendar days after the Buyer receives the Seller's written demand for payment thereof.

The demand referred to in clause 2 in this section shall be deemed to be received:

- a) if delivered by post – on the date of the postmark on the acknowledgment of delivery;
- b) if sent by e-mail – on the date of the automatic e-mail message receipt report;
- c) if sent by fax – on the date of the successful transmission report generated by the sender's fax machine.

A demand delivered as provided above but received on a non-business day or out

of operating hours of the place of receipt shall be deemed to be received only on the next following business day of the place of receipt.

Anti-corruption clause

1. When performing obligations hereunder the Parties, their affiliates, employees or mediators do not pay, do not offer to pay and do not allow for payment of any money or valuables, directly or indirectly, to any person to influence actions or decisions of these persons in order to obtain any improper advantage or for other improper purposes.

The Buyer hereby confirms that it has read and understood the content and undertakes to be committed to the principles of the Company Policy "In the field of counteraction of involvement in corrupt activities" posted in public access on the official website of *the Seller* in the Internet.

2. When performing obligations hereunder the Parties, their affiliates, employees or mediators do not perform acts defined by applicable law for the purposes of this contract as giving/taking bribe, commercial bribery, as well as actions violating requirements of the applicable law and international instruments on fighting legalization (laundering) of income obtained by criminal means.
3. Each of the parties hereto refuses to encourage in any way employees of the other party, including by provision of cash, gifts, free execution of works (services) and by other not specified in this paragraph means that make an employee conditional on and aimed at ensuring the execution by this employee of any actions in favor of the encouraging Party.

Employee's actions in favor of the encouraging Party refer to:

- granting undue advantages over other counterparties;
 - provision of any guarantees;
 - acceleration of existing procedures;
 - other actions performed by an employee as part of its official duties, but contrary to the principles of transparency and openness in relationship between the parties.
4. In case of suspicion of any Party that a violation of any anti-corruption terms has occurred or may occur, the concerned Party shall notify thereof the other party in writing. After notifying the concerned Party has the right to suspend execution of obligations hereunder until receiving confirmation that violation has not occurred or will not occur. This confirmation shall be sent within 5 (five) business days from the date of written notification.
 5. In the written notification the Party is obliged to refer to facts or provide materials reliably confirming or providing grounds to assume that breach of

any provisions hereof by the party, its affiliates, employees or mediators such as actions qualified by the applicable law as giving/taking bribe, commercial bribery, as well as actions violating requirements of the applicable law and international instruments on fighting legalization of criminal proceeds has occurred or may occur.

6. The Parties hereto acknowledge conducting procedures for corruption prevention and control their observance. The Parties shall make reasonable efforts to minimize the risk of business relationships with counterparties that may be involved in corrupt activities, and provide mutual assistance to each other in order to prevent corruption. The Parties shall ensure implementation of the inspection procedures in order to prevent risks of involving Parties in corrupt activities.
7. In order to carry out anti-corruption audits *the Buyer* shall within 5 (five) business days from the date of present contract execution, as well as at any time during the effective term hereof upon written request of *the Seller* provide *the Seller* with information about the chain of ownership of *the Buyer* including beneficiaries (including ultimate) in accordance with the form set out in Appendix No. 1 hereto with supporting documents enclosed (hereinafter referred to as the Information).

In case of any changes to the chain of ownership *the Buyer* including beneficiaries (including ultimate) and (or) in executive bodies *the Buyer* shall within 5 (five) business days from the date of such changes provide *the Seller* with relevant information.

Information is provided in hard copy certified by the signature of the Director General (*or an officer who is the sole executive body of the counterparty*) or a person authorized on the basis of power of attorney and sent it to *the Seller* by mail with a list of enclosures thereto. The date of information provision is the date of mail receipt by *the Seller*. In addition Information shall be provided on electronic media.

Provisions specified in this paragraph are an essential condition hereof in accordance with part 1 of article 432 of the Civil Code of the Russian Federation.

8. The Parties agree that their possible misconduct and violation of anti-corruption terms hereof may entail adverse consequences ranging from lowering the reliability rating of the counterparty to a contract to significant restrictions on interaction with the counterparty, up to termination of present Contract.
9. The Parties guarantee examination under facts submitted in the framework of present contract fulfillment in compliance with the privacy principles and application of effective measures to eliminate practical difficulties and prevent possible conflict situations.
10. The Parties guarantee complete confidentiality on matters related to

enforcement of anti-corruption provisions hereof, as well as absence of negative effects for the applying Party in general and for specific employees of the applying Party reporting the fact of violations.

11. Together with the submission of the Information about the chain of ownership of the counterparty, including beneficiaries (including ultimate ones), *the Buyer* shall provide *the Seller* with confirmation of the availability of the consent for the processing of personal data and dispatch of notices of the processing of personal data obtained together with the information about the chain of ownership of the counterparty, including beneficiaries (including ultimate ones), substantially in the form of Appendix No. 2 hereto.
12. *The Buyer* hereby confirms that the consent of the subjects of personal data for the processing of their personal data has been given in accordance with Federal Law of the Russian Federation "On Personal Data" dated July 27, 2006, No. 152-FZ.
13. If *the Seller* is held liable by paying penalties charged by governmental bodies for any breach of Federal Law of the Russian Federation "On Personal Data" dated July 27, 2006, No. 152-FZ in connection with the absence of the consent of the subject for the processing of his/her personal data, as set out in paragraph 11 hereof, or if *the Seller* incurs any expenses in the form of sums spent for the indemnification of moral and/or property damages to be indemnified to the subject of personal data for a breach of Federal Law of the Russian Federation "On Personal Data" dated July 27, 2006, No. 152-FZ, in connection with the absence of the consent of such subject for the processing of his/her personal data, as provided by paragraph 11 hereof, then *the Buyer* shall indemnify *the Seller* against amounts of such penalties and/or expenses on the grounds of an effective decision (resolution) passed by the authorized governmental body and/or court award on the indemnification of moral and/or property damages caused to the subject of personal data.
14. In case of refusal by *the Buyer* to provide Information in accordance with this Section __ hereof, actual failure to provide such information, provision of information in violation of time limits set forth herein, or provision of false information *the Seller* shall have the right to unilaterally withdraw from the contract by giving written notice of Contract termination within 5 (five) working days from the notification.
15. In case Information is not provided in full (i.e. failure to submit any information specified in the form (Appendix No. 1 hereto) *the Seller* sends a repeated request for Information provision in accordance with the form specified in this Section _ hereof, complemented with missing information with deadlines for provision specified. In case of failure to provide such information, violation of terms of its provision, and the provision of false information *the Seller* shall have the right to unilaterally withdraw from the contract by giving written notice of Contract termination within 5 (five) working days from the notification.

Appendix No. 1. Information about the Chain of Ownership of the Legal Entity, Including Beneficiaries (Including Ultimate Ones).

Appendix No. 2. Sample Confirmation of Availability of the Consent for Processing of Personal Data and Dispatch of Notices of Processing of Personal Data.

Appendix No. 1 to Contract
No. _____ dated _____ 20____

Information about the Chain of Ownership of the Legal Entity, Including Beneficiaries (Including Ultimate Ones)

№	Name of Rosneft counteragent (INN and type of activity)	Contract / Agreement (addresses, bank information, subject-matter, price, effective period and other material conditions)	Information on a chain of owners of counteragent including beneficiaries (final ones also) (full name, passport details, INN)	Confirming documents (name, addresses, bank information)
1	2	3	4	5

I confirm reliability and completeness of this information.

" ____ " _____ 201____
r. / _____, 201____

signature of person - authorized representative of organization - counteragent)

SAMPLE

**confirmation to be given by the counterparty with regard to the availability
of the consent for the processing of personal data and dispatch of notices of
processing of personal data**

beginning of the form

(on the letterhead of the counterparty)

**Confirmation to be given by the counterparty with regard to the availability
of the consent for the processing of personal data and dispatch of notices of
processing of personal data**

(name of the counterparty)
Location (registered office address):

Postal address:

Registration Certificate / TIN (for the individual businessman):

(document title, No., information about the date of the issue of the document and the issuing authority)
hereby confirms, in accordance with Federal Law dated July 27, 2006, No. 152-FZ "On Personal Data" ("Law 152-FZ"), that it has obtained, for the purposes of submission in accordance with the terms and conditions of contract dated [redacted] No. [redacted] entered into with *the Seller*, all consents, as required in accordance with the effective legislation of the Russian Federation (including with regard to personal data), for the transfer and processing of personal data of subjects of personal data mentioned in the Information about the chain of ownership, including beneficiaries (including ultimate ones) as at [redacted] 20 [redacted] as well as that it has sent, to such subjects of personal data, notices of processing of their personal data by *the Seller*, for the purposes of ensuring the transparency of financial and operating activities of Rosneft and Companies controlled, directly or indirectly, by Rosneft, in particular, to avoid any conflicts of interests and abuses connected with the fulfillment by the management of Rosneft of Companies controlled, directly or indirectly by Rosneft, of their official

duties, and to prevent their involvement in corrupt actions, i.e. for the performance of actions, as set out in paragraph 3 of article 3 of Law 152-FZ.

The list of the personal data for which the consent has been given by the subject of personal data and with regard to which the notice of personal data processing has been sent *the Seller* includes: surname, name, patronymic, date and place of birth; passport particulars; information about education (with the list of education establishments); information about working experience with the indicated name of the company and the occupied position (including sideline job); information about the participation (membership) in governing bodies of other legal entities; biographic information, photo, contact information, autograph signature, other mentioned personal data, as set out in the Information about the chain of ownership of the counterparty, including beneficiaries (including the ultimate ones).

The list of actions to be performed with regard to personal data for which the consents have been given by the subjects of personal data indicated in the Information about the chain of ownership of the counterparty, includes processing (including collection, systematization, accumulation, storage, elaboration (updating, modification), use, depersonalization, blocking, deletion of personal data), with the general description of the aforementioned methods of data processing being given in Law 152-FZ, as well as the transfer of such information to third persons in cases provided by the effective legislation.

The personal data processing shall be terminated upon the receipt by *the Seller* of a written notice of the revocation of the consent for personal data processing.

This confirmation shall remain in full force and effect within 5 years (or until its revocation by the subject of personal data in a way mentioned above).

20
()

L.S.

(signature)

(full name)

end of the form

Approved as the form

FOR AND ON BEHALF OF : **FOR AND ON BEHALF OF** :

(position or details of the power of attorney) (position or details of the power of attorney)

(Full name)

(Full name)

L.S.

L.S.

Confidentiality

1. For purposes of this Contract 'Confidential Information' means any information under this Contract that has actual or potential value because it is unknown to third parties, is not intended to be widely disseminated and/or used by the general public, and qualifies as such under laws of the Russian Federation.

2. The Parties shall keep safe and take all such steps as may be necessary to protect Confidential Information, including if a Party is re-organised or wound up. The Parties hereby agree that they will not disclose nor permit Confidential Information to be Disclosed to any third parties without the other Party's prior written consent, except where Confidential Information is disclosed unintentionally and/or unwillingly due to Force Majeure circumstances or as required by applicable laws of the Russian Federation, effective rulings by a court of a relevant jurisdiction or as lawfully required by competent government authorities provided that in the event of any such disclosure (a) the Party gives the other Party prior notice of occurrence of the relevant event in connection wherewith Confidential Information has to be disclosed, and of the terms and timeframe(s) of such disclosure, and (b) the Party discloses only such portion of Confidential Information as is required to be disclosed by virtue of applicable provisions of applicable laws of the Russian Federation, effective rulings by courts of a relevant jurisdiction or lawful requirements of competent government authorities.

3. The respective Party to this contract shall be liable for acts (omission) by such Party's employees and other persons who have received access to Confidential Information.

4. For purposes of this Contract 'Disclosure of Confidential Information' means acts by a Party that have not been authorised by the other Party and result in any third parties receiving access to and becoming able to know Confidential Information. Confidential Information is also deemed to be Disclosed if a Party omits to provide an appropriate level of protection of Confidential Information, resulting in any third parties receiving access to such information.

5. The respective Party shall be liable for such losses as may be caused to the other Party as a result of disclosure of Confidential Information or unauthorised use of Confidential Information in breach of provisions of this section except where Confidential Information is disclosed as provided in this section.

6. Passing of Confidential Information shall be documented with a Statement signed by authorised officers of the Parties.

7. No Confidential Information may be passed through insecure telephony or facsimile communications channels or by using the Internet without using appropriate protective measures that are satisfactory to both Parties.

Sanctions

1. The Parties agree that no sanctions, trade restrictions or other similar measures of any state or supranational organization shall terminate or amend any obligations of the Parties provided by this *Contract*.

2. The Seller or its affiliated persons are entitled to suspend the execution of any pertaining obligations in respect to the Buyer or its affiliated persons both under this *Contract* and any other agreements if:
 - (1) the Buyer or its affiliated persons fail to perform their obligations in respect to the Seller or any of its affiliated persons under this *Contract* or any other agreements and contracts with the Seller or its affiliated persons; or
 - (2) the Seller or its affiliated persons have reasonable cause to believe that the obligations stipulated in sub-clause (1) of clause 2 will not be performed due to measures described in clause 1 above.

3. Should the Buyer or any of its affiliated persons fail to perform any obligations under this *Contract* or any other agreements or contracts signed with the Seller or its affiliated persons due to measures described in clause 1 above, the Buyer shall transfer a compensation evaluated as:
 - *a fixed amount or a mechanism for its determination for each of the contracts or agreements.*

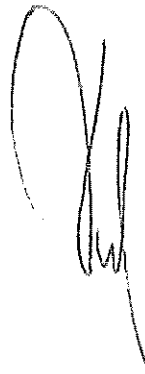
The Parties agree that such compensation is an indemnity against proprietary losses caused by the occurrence of certain measures described in the Contract in accordance to article 406.1 of the Russian Civil Code.

4. The Parties agree that despite anything to the contrary in this *Contract* or other agreements or contracts between the Parties and/or their affiliated persons, in situations described in clause 2 above, the Seller and its affiliated persons are entitled to (i) retain any funds, property or interest in property of the Buyer and its affiliated persons; and (ii) set off the value of

the abovementioned funds, property or interest in property against the obligations of the Buyer and its affiliated persons stipulated in clauses 2 and 3 above.

5. Clauses 1-5 of this Section of the present *Contract* are governed by Russian law and shall prevail over any terms and conditions of this *Contract* or other agreements signed between the Parties and/or their affiliated persons. All disputes arising out of these clauses and related provisions of the *Contract* shall be referred to and finally resolved by The International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation.

Director of Crude and
Oil products trading Department

A handwritten signature in black ink, consisting of a large, stylized loop followed by several smaller, connected strokes.

D. Nyrkov