

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. 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.
12. In case Information is not provided in full (i.e. failure to submit any information specified in the form (Appendix № 1 hereto) the Seller sends a repeated request for Information provision in accordance with the form specified in clause ___ hereof, complemented with missing information with deadlines for provision specified.
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 ___ 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.

Confidentiality

1. For purposes of this clause the term

“Disclosing Party” means with respect to each case of exchange of Confidential Information pursuant to this Contract the Party which discloses (affiliated persons, members of the management, employees, advisors, investors, representatives (hereinafter referred to as “Representatives of the Disclosing Party”) that disclose) Confidential Information to the other Party;

“Receiving Party” means with respect to each case of exchange of Confidential Information pursuant to this Contract the Party which receives (affiliated persons, members of the management, employees, advisors, investors, representatives (hereinafter referred to as “Representatives of the Receiving Party”) that receive) Confidential Information from the other Party;

“Removable data storage device” means a compact technical and electronic device, designed or having the possibility of transferring information from one computer to another without the use of communications channels provided by the local area network, independent long-term information storage device;

“Information confidentiality” means a mandatory obligation of the person who has received access to certain information to not transfer such information to third persons without the authorization of its owner [Federal Law dated 27.07.2006 № 149-Φ3 “Regarding information, information technologies and information protection”];

“Confidential Information” means any information under this Contract that is disclosed in any form (including, but not limited to, in writing, orally, through the use of telephone, fax, e-mail, removable data storage devices) by the Disclosing Party and the Representatives of the Disclosing Party to the Receiving Party and the Representatives of the Receiving Party, has actual or potential value because it is unknown to the third parties, is not intended to be widely disseminated and/or used by the unlimited general public;

“Disclosure of Confidential Information” (or depending on the situation “to disclose Confidential Information”) means an action or lack of such, resulting in Confidential Information in any form (oral, written, other form, including by technical means) becoming known to third parties in violation of this Contract;

“Confidentiality Regime” means legal, organizational, technical and other means that are used for protecting information that is considered confidential.

2.1. The Receiving Party undertakes not to disclose the Confidential Information, to use the Confidential Information solely within the scope of this Contract, to fulfill its obligations under this Contract, not to use the Confidential Information for any other purposes and/or to the detriment of the Disclosing Party and to ensure that the Representatives of the Receiving Party do not use the Confidential Information for such purposes.

2.2. The Receiving Party undertakes to ensure the confidentiality of all Confidential Information and without the written consent of the Disclosing Party not to disclose it to any other persons, except for cases when the obligation of such disclosure by the Receiving Party is established by applicable legislation, court decision that has entered into force, regulations of stock exchanges applicable to the Receiving Party or at the request of the authorized government bodies and also in the course of a court or arbitration proceedings with the Disclosing Party. Information requested by valid enquiries of the authorized government bodies acting within their powers may be disclosed to them only in those cases when such obligation of disclosure is expressly established by applicable legislation.

2.3 Before disclosing the Confidential Information that is ought to be disclosed the Receiving Party, to the extent not prohibited by applicable legislation, shall provide the Disclosing Party with a prior written notice of such obligation indicating the provisions of the applicable legislation under which the Receiving Party is obliged to disclose the Confidential Information along with the terms and conditions of such disclosure.

In any case the Receiving Party shall disclose only that portion of Confidential Information that should be disclosed in order to comply with the provisions of the applicable legislation, court decisions of the applicable jurisdiction that have entered into force or valid inquiries of authorized government bodies. The Receiving Party should also take reasonable measures to negotiate with the Disclosing Party the scope of the disclosure, to the extend not prohibited by applicable legislation.

2.4. The Receiving Party agrees that if under Russian or other applicable legislation the information included by this Contract into the scope of Confidential Information is not protected or shall be granted a lesser level of protection than

established herein, such fact shall not dismiss or diminish the Receiving Party's obligations under this Contract.

3. The Receiving Party may disclose Confidential Information to Representatives of the Receiving Party without the Disclosing Party's prior written consent in amount necessary for fulfilling obligations under this Contract and provided that the Receiving Party ensures confidentiality of the Confidential Information. The Receiving Party is responsible for actions or lack of such of its employees as well as Representatives of the Receiving Party and all persons to whom the Confidential Information was disclosed by the Receiving Party and whose actions led to the Disclosure of Confidential Information.

4. The transfer of Confidential Information shall be conducted alongside with the signing of an Act of delivery/acceptance (Appendix № 3) by the Parties' authorized representatives. When the Confidential Information is being transferred by means of information systems the fact of transfer should be recorded in the information system's register according to its project documentation. The lack of an Act of delivery/acceptance or a record in the information system's register shall not exempt the Receiving Party from liability for breach of obligations under this Agreement in respect of maintaining the confidentiality of the Confidential Information received under this Contract.

5. In case of Disclosure of Confidential Information by the Receiving Party, other violations of this Contract, the Receiving Party should indemnify the Receiving Party in full for any damages caused by such Disclosure, however loss of profit shall not reimbursed.

6. The Receiving Party's obligations with respect to specific Confidential Information provided under this Contract shall be valid until the latest of the following dates:

(1) 3 years since the disclosure of the Confidential Information to the Receiving Party (its Representatives);

(2) 3 years since the execution of this Contract if during such period and as the result of negotiations the Parties haven't executed a legally binding agreement regarding the proposed area of cooperation or the project in relation to which the Disclosure of Confidential Information is planned;

(3) 3 years after the termination of the Receiving Party's participation in the project if a legally binding contract regarding the project has been signed as the result of the Parties' negotiations.

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.

Limitation of liability

Without prejudice to other provisions of this Contract which otherwise expressly limit the liability of the Parties: (i) liability of either Party hereunder shall be limited to the amount of documented real losses, incurred by the other Party; (ii) neither Party shall be liable for the loss of profit incurred by the other Party.

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. 3 Act of delivery-acceptance for documents containing confidential information.

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__
г. / _____, 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 No. 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 20 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.

ACT
of delivery-acceptance
for documents containing confidential information

We, the undersigned, on the one hand _____, represented by _____, acting on the basis of _____, on the other hand _____, represented by _____, acting on the basis of _____, have drawn up this Act to certify that _____ has transferred Confidential Information to _____, in accordance with concluded Contract No. _____ dated _____.

List of the transferred Confidential Information:

1. _____,
2. _____.

This information was transferred on paper, as well as on magnetic carrier (if necessary). The carriers of information are identified with a classification mark.

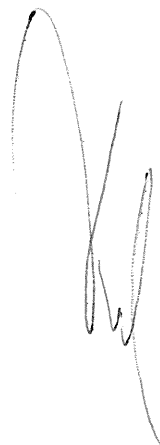
This Act is made in two copies.

APPROVED AS THE FORM

For and on behalf of the Seller/

For and on behalf of the Buyer

Director of Crude and
Oil products trading Department



D. Nyrkov