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№ ИСХ-06-<u>05737</u>-22 17 . 02.2022

To all tender participants

# Dear Sirs,

We hereby invite you to submit your formal bids to purchase oil products on the following terms:

Lot#	Naphtha 2022-2
Product	Gasoline gas stable or Virgin naphtha or Naphtha
Producer	Nizhnevartovsk, NNK (SANORS) and Syzran refineries. Other Producers are in Seller's option subject to meeting the below quality guarantees.
Quantity	30 000 mt +/- 10% in Seller's option
Delivery terms	FOB Murmansk  You must present your bid strictly on FOB Murmansk basis. Should you decide to present your bid on any other bases, different from FOB Murmansk, the bid will be rejected.
Delivery period	March 01, 2022 – April 30, 2022 (both dates inclusive), carryover deliveries are available until May 31, 2022.
Quality	As per the guaranteed quality specification below.  Typical specification for this product is enclosed strictly for information purposes and shall not carry an obligation of the Seller to meet its parameters.
Bidding deadline	The signed bid shall be submitted strictly through CJSC TEK — Torg electronic platform in the relevant Rosneft's module (https://tender.tektorg.ru) under the heading "Tender sales of RAW HYDROCARBONS" pursuant to rules and regulations of the electronic platform no later than 18:00 Moscow time on the 24th of February, 2022.
Bid validity	Your bid should be valid through the 15th of March 2022 at 22:00 Moscow time.  Should validity not be indicated in your bid, Rosneft shall deem your bid irrevocable and valid through the general

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- pricing per	nt quotations,
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	anal quality quayantage outside the standard
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	specification,
	de-escalation in Buyer's option,  / de-escalation based on any additional
naramators	except indicated in respective column,
Restrictions   -	d cargo sizes in Buyer's option,
	Buyer's option,
	rms in Buyer's option,
- non-stand	ard payment terms, as well as any non-
standard cu	rrency/alternative currency clauses,
- cancel/re-se	ell clause,
1 -	f Financial statements clause,
	e Anti-corruption, Confidentiality, Sanctions, f Liability, Destination clauses
The following attached to the a written for	ng Rosneft standard terms and conditions are nis invitation letter and shall be incorporated into rm of bilateral Contract, which is binding for case the bid is acknowledged by Rosneft as
terms, Attach	ne, Specific conditions 1-4, Nomination, Payment Currency/Alternative currency - as per ament No1;
	orruption, Confidentiality, Sanctions, Liability - <b>Attachment № 2</b> ;
_	ation - as per Attachment № 3
	and c) – "the Rosneft Standard").
By submitting	g the bid, you fully accept all provisions of the
Rosneft Stan	dard and express your intention to be deemed a
1	ng into transaction with Rosneft on terms of your
	Rosneft Standard, conditional upon acceptance of Rosneft. In case of acceptance of your bid by
Rosneft via be fully liable	relevant written notification, your company shall e to Rosneft for performance of transaction on the Rosneft Standard and the executed bilateral sales

	and purchase agreement.
Pricing:	Mean of the means of quotations for naphtha as published in Platt's European Marketscan under the headings «CIF NWE Basis ARA» and « FOB Rotterdam»
Pricing period:	Month of actual delivery (month of BL date).  Average of all quotations published during month of BL date
Escalation/ De-escalation:	Kindly note that we will not review or consider any escalation/de-escalation
Jurisdiction:	In accordance with the laws of the Russian Federation.
Cargo sizes:	30 000 mt +/-10% in Seller's operational tolerance.

<sup>!</sup> Rosneft Oil Company reserves the right to send you an additional invitation with request to improve and/or clarify your bid. However, Rosneft does not intend to introduce such additional invitation more than once.

## Guaranteed quality specification:

Test	Unit	Method	Guarantee
,		GOST R 52714,	
Olefins max	%	GOST 32507	2,0
Olemis max	/0	(method B),	2,0
		ASTM D 5134	
		GOST EN 237,	
	mg/kg	UOP 952,	
LEAD/Pb content, max	(ppb)	Annex A	0.05 (50,0)
	(ppo)	STO 11605031-	
		019-2007	
Distillation			
		GOST 2177	
Initial boiling point, min	Degrees C	(method A),	30,0
		ASTM D 86	
		GOST 2177	
Final boiling point, max	Degrees C	(method A),	205,0
		ASTM D 86	
Density at 15 Dgr C, max	kg/m (3)	GOST R 51069,	750,0

<sup>!</sup> Cargo size shall always be in Seller's option.

		ASTM D 4052	
Sulfur content, max	% (mass)	GOST R 52660, GOST R 51947, GOST ISO 20884	0,12
MTBE content, max	mg/kg (ppm)	GOST R 52531	50,0
Vapor pressure, max	kPa	GOST 1756 (ISO 3007), ASTM D 323, GOST EN 13016-1	95,0
Aromatic hydrocarbon, max	% (mass)	GOST 52714, GOST 32507 (method B), ASTM D 5134	17,0
Paraffin hydrocarbon	% (mass)	GOST 52714, GOST 32507 (method B), ASTM D 5134	not rated, determination required
Naphthenic hydrocarbon	% (mass)	GOST 52714, GOST 32507 (method B), ASTM D 5134	not rated, determination required
Acidity, max	mg KOH / 100 cm(3),	GOST 5985	2,0
Gum content, max	mg/cm (3)	GOST 1567, ISO 6246, ASTM D 381	5,0
Copper strip test		GOST 6321, ISO 2160	Passes or Class 1
Water soluble acids and alkalis		GOST 6307	absence
Sediments and water		p.9.2 STO 11605031-019, p. 8.2 GOST 32513	absence
Color Saybolt scale	unit	GOST 51933, ASTM D 156	not rated, determination required
Chlororganic contents, max	Mkg/g (ppm)	GOST R 52247 (method B), ASTM D 4929	25,0

- ! No other quality guarantees or assurances apart from the above are guaranteed by the Seller.
- ! Historical quality specifications are enclosed for information purposes only and are not guaranteed from our side.
- ! By presenting your bid (s) you confirm and agree that the subject Gasoline gas stable or Virgin naphtha or Naphtha is of fully merchantable quality, that you fully understand and accept its quality and therefore waive the right to present any claims on non-merchantability of the delivered products unless the specification deviates from that described above.

Mandatory conditions for consideration of the bids/ bid requirements are as follows:

- ✓ Completed Rosneft Oil Company counterparty clearing procedure.
- ✓ A signed Bid sent to Rosneft Oil Company strictly through CJSC TEK Torg electronic platform in relevant Rosneft's module (<a href="https://tender.tektorg.ru">https://tender.tektorg.ru</a>) in section under the heading "Tender sales of RAW HYDROCARBONS" pursuant to the rules and conditions of the electronic platform;
- ✓ A signed Bid shall include the following information:
  - Product name and producer
  - Quantity of products
  - o Delivery basis and delivery period
  - o Pricing
  - Your express confirmation of the terms of this invitation letter and the Rosneft Standard in the following format: "Hereby we expressly confirm and accept the terms of the Rosneft invitation letter and the Rosneft Standard and acknowledge that this bid is submitted on terms of the Rosneft invitation letter and the Rosneft Standard."
- ✓ Your bids shall be submitted in a table format as follows:

Refinery	Product	Quality (if applicable)	Delivery period	Quantity, tons (from 0 up to X mt)	Delivery terms (dispatch point/destination), as per terms indicated in the invitation.	Price/premium/disc ount against price formula, in USD per ton at delivery terms	Price formula + pricing period

- ! Bids forwarded by other means and/or to other addresses (as well as those forwarded after the Bidding deadline indicated in this letter) shall not be considered.
- ! Compliance with the Bidding deadline is a mandatory prerequisite for consideration of your bid by Rosneft.
- ! The correct format and substance of your bid helps us expedite our consideration of your bid.
- ! Your acceptance of the terms of this invitation, Attachments № 1, 2, 3 hereto and form of the Rosneft bilateral sales and purchase agreement is an essential condition for consideration of your Bid
- ! If, upon acceptance of your offer by Rosneft, you refuse to close a transaction by signing the bilateral sale and purchase agreement on terms of the accepted offer and the Rosneft Standard, Rosneft, at its sole discretion, will be entitled to re-sell the agreed quantity of the products to a third party and to claim all possible and actually incurred damages from you, including but not limited to difference between the price offered by you and the price of re-sale.
- ! Rosneft Oil Company reserves the right to reject any bids with validity, which deviates from the requirement stipulated in this letter.
- ! Rosneft Oil Company reserves the right to decline all bids received. The Seller shall be Rosneft Oil 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 letter constitutes an invitation to make offers, is not an offer or an offer to take part in the auction or tender, under no circumstances should it be considered a legally binding document for Rosneft, and does not impose any obligations on Rosneft, including the acceptance of any of the received offers.

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

Kind regards,

Denis Nyrkov Director Crude Oil and Product Trading Department Laytime:

subject to port/terminal loading procedures/regulations (to be stipulated in the contract by the Seller)

**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 1<sup>st</sup> 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 port/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 port/terminal. Quality of the Goods delivered ex floating storage to be determined by the independent inspector nominated by the Seller at its sole discretion.

Quantity of the Goods delivered from onshore port/terminal shall be determined by the loading port/terminal in accordance with measurement procedure effective at the loading port/terminal at the moment of delivery. Quantity of

the Goods delivered ex floating storage to be determined by the independent inspector nominated by the Seller at its sole discretion in accordance with measurement procedure effective at the port/terminal of loading for STS deliveries at the moment of delivery.

#### **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 the 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, at its sole discretion: (i) the preliminary laydays (Day of Adjustment means Day One) but for not more than for 3 calendar days; (ii) preliminary quantity within +/- 10% tolerance; (iii) loading port/terminal within the particular sea area (basin) .

#### NOR:

Upon arrival of the tanker at the customary anchorage of the port of loading within the port limits 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.

#### RIGHT TO CANCEL/RE-SELL:

- 1. Always subject to Force-Majeure provisions, and without prejudice and in addition to its rights at law or howsoever arising, the Seller shall have the right to cancel a delivery and resell the Goods (or part thereof) to third parties, and the Buyer shall indemnify the Seller with respect to all damages suffered by the Seller, if any of the following occurs:
- a) the Buyer's refusal or failure to nominate within the time specified in the contract a vessel reasonably acceptable to Seller to lift the entire quantity of the Goods nominated by the Seller;
- b) the Buyer's refusal or failure to ensure that the accepted vessel tenders the notice of readiness at the loading terminal within the period stipulated in the contract;
- c) the Buyer's refusal or failure to take delivery of the Shipment of the Goods nominated and made available for loading to the Buyer by the Seller in accordance with the contract;
- d) the vessel not being in all respects ready and/or suitable for the loading of the Goods upon tendering notice of readiness at the loading port or within the agreed Layday(s);
- e) any delay or suspension to loading in excess of 72 hours due to a cause attributable to the vessel, the Buyer or Buyer's agents (save if caused by bad weather or a force majeure circumstance or as a consequence of Seller or shore side cause) or any inability or refusal of the loading terminal to load due to the vessel, the Buyer or the Buyer's agents;
- f) the Buyer's failure to provide to the Seller in due time a letter of credit in a form acceptable to Seller, and/or any other type of payment security, in each case to the extent the same may be required under the contract;
- g) the Buyer's failure to provide the Seller with instructions or other information necessary to perform the loading/shipment/delivery/discharge of the Goods under the contract (as applicable); or

h) the Buyer's unreasonable failure to agree an independent inspector for the purposes of measurement of the quality and quantity of the Goods.

The conditions set forth in points a) - h) shall be material terms in accordance with part 1 of article 432 of the Civil Code of the Russian Federation.

- 2. For the purposes of clause 1 above the Seller's reimbursable damages, shall include (but shall not be limited to):
- (i) the difference between the price of the Goods set forth in relevant additional agreement hereto and the market price of the Goods at the time when such Goods ought to have been accepted by Buyer;
- (ii) extra storage costs incurred by the Seller with respect to such Goods:
- (iii) charges, fees, penalties or other costs imposed on the Seller by the producing refinery, third parties;
- (iv) tank cars demurrage; and
- (v) any other losses incurred by the Seller, including, any losses in connection with a loss of production capacity at the producing refinery.

For the avoidance of doubt clause 2 will be excluded by limitation of liability stipulated by the contract.

- 3. Before exercising any right of resale in accordance with clause 1 above (but without prejudice to the Buyer's indemnity obligations), the Seller shall:
- a) send a notice to the Buyer giving the Buyer reasonable period (not exceeding 2 working days) within which the Buyer is expected to cure any refusal, failure or similar arising under clause 1, and
- b) seek to mutually agree with the Buyer the most appropriate steps to be taken (if any).

4. Where the Seller has (whether prior to or following the Buyer's breach of the contract) concluded a contract of sale with a third party (whether on a spot basis or in accordance with an existing term supply contract or otherwise) for delivery of the equivalent quantity of the Goods at or around the date and place where delivery of the Goods was due to be made to Buyer pursuant to the contract, the price at which the said Goods have been sold to such third party shall be presumed to be the market price of the Goods for the purposes of calculating that part of the Seller's losses pursuant to clauses 1 and 2 hereof.

#### **TERMINATION RIGHT:**

1. In case of repeated (two or more cases) material breach by the Buyer of the Contract, in particular, in case the Buyer refuses to accept the quantity of the Goods (in full or in part) nominated by the Seller for any two or more months during the delivery period as agreed between the Parties, the Seller is entitled to, unilaterally and without recourse to court, refuse to execute the contract by sending the Buyer a written notice of refusal (hereinafter – the "Notification") [X] days before the date of refusal.

The Seller's refusal to execute the contract does not release the Buyer from any obligations arising before the date of refusal, including from the obligations to pay for the delivered Goods, to compensate the Seller's damages and/or to pay a penalty.

2. At the same time, for repeated material breach by the Buyer of the contract associated with the Seller's refusal to execute the contract in a manner provided for in clause 1 above, the Buyer, at the Seller's request, undertakes, within 15 calendar days from the date of the Seller's request, to pay a penalty in the amount of 100 % of the value of the undelivered quantity of the Goods.

For the purposes of calculation of the amount of penalty, the undelivered quantity of the Goods shall be determined as the difference between the maximum quantity of the Goods as agreed between the Parties and the actually delivered quantity of the Goods as of the date of the Seller's request.

The value of the undelivered quantity of the Goods shall be determined in accordance with the formulae provided for in clause [2] hereof, using all available quotations of the month, in which the Seller's request for payment of penalty is issued.

#### **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. Should the Buyer effect payment after Base Term but before Deadline Period, the Buyer shall pay the Seller a penalty 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 funds to the Seller's account.

Should the Buyer effect payment after Deadline Period, the Buyer shall pay to the Seller a penalty at LIBOR+5% per annum calculated from the Base Term until the date the funds are credited to the Seller's account.

Furthermore and in addition to above, the Buyer shall reimburse the Seller with all and any damages, incurred by the Seller, in particular due to administrative penalty imposed by competent authority, including, but not limited to, the amount of penalty, paid or payable, imposed on the Seller for breach of currency regulations of Russian Federation.

The Buyer's payment obligations shall be considered duly fulfilled at the moment of crediting of funds to the Seller's transit currency account at the Seller's bank («Date of payment»). 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 1<sup>st</sup> 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.

#### Currency/

Alternative currency: The default payment currency shall be Euro.

Total invoice amount to be converted to Euro by using the Euro / US dollar (EUR-USD) exchange reference rate, quoted in Bloomberg terminal "BFIX" under the heading «Frankfurt 2:00 pm» or on Bloomberg agency web-site «BFIX» under the heading «Frankfurt 2:00 pm» at the following

link:http://www.bloomberg.com/markets/currencies/fx-fixings, 2 (two) business days prior to the date of debiting of fund's from the Buyer's account as confirmed by swift message (date of debiting = day 0). In case of any discrepancy between exchange reference rates, quoted in Bloomberg terminal and on Bloomberg agency web-site, the exchange reference rate, quoted in Bloomberg terminal, shall prevail.

For purposes of determination of Euro/US dollar exchange reference rate as contemplated by this sub-clause, business days shall mean simultaneously business day in USD (subject to the definition on the official website of the US Federal Reserve System, including the link: https://www.federalreserve.gov/aboutthefed/k8.htm) and days on which the TARGET2 (where "TARGET2" means

the Trans-European automated Real-time Gross Settlement Express Transfer payment system which utilizes a single shared platform and which was launched on 19 November 2007) is open for settlement of payments in Euro (subject to the definition on the official website of the European Central Bank, including the link: <a href="https://www.ecb.europa.eu/home/contacts/working-hours/html/index.en.html">https://www.ecb.europa.eu/home/contacts/working-hours/html/index.en.html</a>).

In case the exchange reference rate has not been published on the date 2 (two) business days prior to the date of debiting of funds from the Buyer's account, the Parties shall use the exchange reference rate, as indicated above, published on the nearest business day, preceding two business days before the date of debiting of funds from the Buyer's account.

In the event that payment cannot be made in Euro by reason of Trade Restrictions applicable to the Buyer or the Buyer's bank, whereof the Buyer shall immediately notify the Seller, payment shall be effected by the Buyer in US dollars and/or Russian rubles, provided that such payment does not contravene Trade Restrictions, applicable to the Buyer or the Buyer's bank.

- 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.
- 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 date of debiting of fund's from the Buyer's account as confirmed by document marked by bank (date of debiting = day 0). In case the above-mentioned rate was not established by the Central Bank of the Russian Federation on the Working day preceding the date of debiting, then the rate

established on the nearest date preceding the date of

debiting shall be 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 US Dollars or Euro 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 US Dollars or Euro is impractical or impossible.

Director of Crude and Oil products trading Department



D. Nyrkov

### **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 anticorruption 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-Ф3 "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

1. Except as otherwise expressly provided by the Contract: (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.

# 2. Special provisions for excess of normative period of return of empty railway tank cars (the "RWC"):

If the normative period of return of empty RWC is exceeded, the Buyer shall be liable for and shall pay to the Seller the penalty, calculated on a per RWC per day basis, for each day (including part days) that each RWC is not returned that is in excess of normative period of return. The penalty shall accrue at the rates of:

- a) one thousand five hundred (1,500) rubles per RWC per day (including part days);
- b) one thousand two hundred (1,200) rubles per each one thousand six hundred and fifty (1,650) rubles per each covered wagon per day (including part days);

# 3. Special provisions for deliveries of oil products to Republic of Kirgizstan

a) When oil products are delivered to Republic of Kyrgyzstan, the Buyer shall upon the Seller's request provide a copies of the relevant conformity assessment certificates of the oil products, with the mandatory requirements established by the legislation of the Republic of Kyrgyzstan, in particular in the manner prescribed by the Decision of

the Board of the Eurasian Economic Commission dated January 26, 2016 No. 11 (as may be amended from time to time).

In case of Buyer's failure to perform or/and improper performance of its obligations to provide the above documents (the "Buyer's Failure"), the Buyer shall be liable (i) to pay to the Seller a penalty calculated as a product of quantity of oil products delivered by the Seller, for which the Buyer's Failure has been committed, and the rate of relevant customs duty effective on the date of delivery of oil products, and (ii) to reimburse all damages incurred by the Seller.

b) Should any requirements (claims) be imposed by the governmental authorities of the Russian Federation (including the requirements (claims) of the customs authorities of the Russian Federation related to the charging or exaction of customs duty), the Buyer shall compensate to the Seller all its incurred damages and expenses, including, but not limited to, amount of taxes, duties and fees, within 15 calendar days from the Seller's request.

The provisions of this clause 3 (b) shall be valid during 3 (three) years from the date of delivery of the oil products.

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.

Appendix No. 1 to Contract No. dated 20
Information about the Chain of Ownership of the Legal Entity, Including Beneficiaries (Including Ultimate Ones)

Nº	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)

Appendix No. 2 to Contract No. dated 20

#### **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

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(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

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).

end of the form		
L.S.	(signature)	(full name)
( )		

Approved as the form

FOR AND ON BEHALF OF : FOR AND ON BEHALF OF

(position or details of the power of (position or details of the power of

attorney) (Full name)	attorney) (Full name)
L.S.	L.S.
	Appendix No. 3 TO THE CONTRACT No. DATED
	CT
	-acceptance g confidential information
he basis of, on the other hand basis of, have drawn up this Ac	and, represented by, acting on, represented by, acting on the ct to certify that has transferred ordance with concluded Contract No
List of the transferred Confidential Information.  2	nation:
This information was transferred on pape necessary). The carriers of information ar	
This Act is made in two copies.	
APPROVED AS THE FORM	

Director of Crude and Oil products trading Department

For and on behalf of the Seller/



For and on behalf of the Buyer

D. Nyrkov

ПУНКТ НАЗНАЧЕНИЯ	DESTINATION
1. Покупатель заверяет, что на дату заключения настоящего Контракта, а также на дату поставки любой Партии Товара по настоящему Контракту, Покупатель не является агентом и/или не действует в интересах юридических и/или физических лиц, осуществляющих поставку Товара в Ограниченные юрисдикции.	1. The Buyer represents that, as at the date of entering into this Contract and/or at the date of delivery of any Shipment of the Goods hereunder, the Buyer is not an agent of and/or in not acting on behalf of and in the interest of entities or persons, effecting delivery of the Goods to Restricted Jurisdiction.
2. Покупатель обязуется обеспечить, что Товары, поставляемые по настоящему Контракту, прямо или косвенно и независимо от средств, не:	2. The Buyer undertakes that the Goods deliverable hereunder shall not, directly or indirectly and irrespective of means:
2.1. будут экспортироваться/импортироваться в любую Ограниченную Юрисдикцию; или	2.1. be exported/imported to any Restricted Jurisdiction; or
2.2. будут продаваться или передаваться любому физическому или юридическому лицу в любой Ограниченной Юрисдикции; или	2.2. be sold or supplied to any natural or legal person in any Restricted Jurisdiction; or
2.3. будут проданы или поставлены любому физическому или юридическому лицу для целей любой коммерческой деятельности, осуществляемой в любой такой Ограниченной Юрисдикции или из нее.	2.3. be sold or supplied to any natural or legal person for the purposes of any commercial activity carried out in or from any such Restricted Jurisdiction.
Для целей настоящего раздела, термин Ограниченная Юрисдикция означает любую страну, штат, территорию или регион, в отношении которых действуют санкции, наложенные Организацией Объединенных Наций, запрещающие поставки Товара, и/или в которую поставки Товара запрещены или ограничены в соответствии с законодательством страны, в которой такой Товар произведен, либо противоречат любым постановлениям, правилам, директивам или нормативам, применимым правительством этой страны или любым соответствующим органом. Покупатель должен быть информирован о таких законах, постановлениях, правилах, директивах и нормативах и должен обеспечивать их соблюдение.	For the purposes of this section, Restricted Jurisdiction shall mean any country, state, territory or region against which there are sanctions imposed by the United Nations, which prohibit deliveries of the Goods, and/or to which supplies of the Goods are prohibited or restricted under the laws of the country in which such Goods was produced or contrary to any regulation, rule, directive or guideline applied by the government of that country or any relevant agency thereof. The Buyer shall keep itself informed as to such laws, regulations, rules, directives and guidelines and shall ensure that they are complied with.
Покупатель признает, что на дату настоящего Контракта он проинформирован обо всех таких законах, постановлениях, правилах, директивах и нормативах, относящихся к его обязательствам в соответствии с настоящим положением.	The Buyer acknowledges that at the date hereof it is informed of all such laws, regulations, rules, directives and guidelines relevant to its undertakings under this clause.
2.4. Покупатель должен, если Продавец этого потребует, предоставить Продавцу	2.4. The Buyer shall, if the Seller so requires, provide the Seller with appropriate documentation

проверки конечного пункта назначения любой поставки по настоящему Контракту. Такая документация должна быть предоставлена в течение 30 дней с момента запроса или в течение такого меньшего периода, который позволит Продавцу или его поставщику выполнить любое требование или запрос соответствующего правительства или органа власти, и должна включать название порта(ов) разгрузки, дату (даты) разгрузки, а также тип товара и разгруженное количество. Обязательство Покупателя по соблюдению такого требования не зависит от продажи или отчуждения Товара Покупателем будь то до прибытия Товара в конечный пункт назначения или иным образом.

delivery hereunder. Such documentation shall be so provided within 30 days of request or within such lesser period as will enable the Seller or its supplier to comply with any requirement or request of the government or authority in question and shall include the name of the port(s) of discharge, the date(s) of discharge and the grade and quantity discharged. The obligations of the Buyer to comply with such requirement shall not be affected by any sale or disposal of the Goods in question by the Buyer whether before the Goods arrives at the final destination or otherwise.

2.5. Без ущерба для вышеуказанных положений настоящего раздела 20, в случае любого невыполнения таких обязательств или если у Продавца имеются разумные основания полагать, что такие обязательства не будут выполнены, Продавец может (без ущерба для своих иных прав) по своему усмотрению незамедлительно расторгнуть Контракт немедленно приостановить поставку Контракту до дальнейшего уведомления или отказаться от начала или завершения погрузки по настоящему Контракту, уведомив Покупателя в письменной форме, в каждом случае без какой либо ответственности за возмещение убытков Покупателю.

Покупатель соглашается возместить Продавцу любые убытки, затраты, потери, штрафы, пени и неустойки, понесенные Продавцом в результате любого такого нарушения, и освободить Продавца от ответственности."

2.5. Without prejudice to the foregoing provisions of this Section 20, in the event of any failure to comply with such undertakings or if the Seller has reasonable grounds for believing that such undertakings will not be complied with the Seller may (without prejudice to its other rights) at its sole discretion terminate the Contract forthwith or forthwith suspend delivery under the Contract until further notice or decline to commence or complete loading hereunder on notifying the Buyer in writing, in each case without being liable for any indemnity to Buyer.

The Buyer agrees to hold Seller harmless from, and indemnify Seller for, any losses, costs, damages, fines and/or penalties incurred by Seller resulting from any such breach."

#### ПРЕДОСТАВЛЕНИЕ ОТЧЕТНОСТИ

## ФИНАНСОВОЙ

#### PROVISION OF FINANCIAL STATEMENTS

Продавец в целях достоверного представления информации финансовом положении Покупателя вправе требовать предоставления бухгалтерской (финансовой) отчётности, Покупатель обязан предоставить указанную информацию в электронном виде по запросу Продавца по электронной почте, в течение 10 (десяти) рабочих дней с даты получения соответствующего запроса. В случае отсутствия на момент получения запроса бухгалтерской (финансовой) отчётности на последнюю отчётную дату предоставляется отчётность на предыдущую отчётную дату с последующим обязательным предоставлением отчётности на последнюю отчётную дату по факту её

The Seller for the sake of of accurate provision of information on the financial status of the Buyer is entitled to demand that accounting (financial) reports be provided, while the Buyer is obliged to provide the indicated information in the electronic form in response to electronic request of the Seller, within 10 (ten) working days from the date the request is received. In case accounting (financial) reports as of the last reporting date are not available when a request is received, available reports as of the previous reporting date shall be provided, with subsequent obligatory provision of the accounting report as of the last reporting date as soon as it has been prepared and signed, but no later 3 (three) working days from the date it is signed.

подготовки и подписания, но не позднее 3 (трёх) рабочих дней с даты её подписания.

Бухгалтерская (финансовая) отчётность предоставляется на последнюю отчетную дату (квартал, год) за подписью руководителя организации, заверенная печатью, а именно: Consolidated Balance Sheet (Бухгалтерский баланс), Income Statement (Отчет о прибылях и убытках) на языке контрагента с переводом на русский либо английский язык.

Годовая бухгалтерская (финансовая) отчетность предоставляется с отметкой налогового органа о принятии. В случае отсутствия на момент получения запроса Покупателя отметки налогового органа 0 принятии годовой бухгалтерской (финансовой) отчётности, отчётность предоставляется без указанной С последующим обязательным отметки предоставлением годовой бухгалтерской (финансовой) отчётности с отметкой налогового органа о её принятии, но не позднее 3 (трёх) рабочих дней с даты получения соответствующей отметки.

Accounting (financial) statements are provided as of the last reporting date (quarter, year) signed by the head of the organization and certified with a company stamp, namely: Consolidated Balance Sheet and Income Statement in the Buyer's language and translated into Russian or English.

Annual accounting (financial) statements shall be provided with a note indicating their acceptance by the tax authorities. In case accounting (financial) statements at the time a request of the Seller is received do not include a note indicating acceptance of the annual accounting (financial) statements by the tax authorities, then the statements shall be provided without the aforementioned note, with subsequent obligatory provision of the annual accounting (financial) statements with a note indicating their acceptance by the tax authorities, but no later 3 (three) working days from the date the note is received.

Kind regards,
Denis Nyrkov
Director
Crude Oil and Product Trading Department





Общество с ограниченной ответственностью "НИЖНЕВАРТОВСКОЕ НЕФТЕПЕРЕРАБАТЫВАЮЩЕЕ ОБЪЕДИНЕНИЕ" Юридический адрес и адрес производства: 628609, XMAO-IOгра, г.Нижневартовск, ул. Северная, зд.6а/П e-mail: nnpo@rosneft.ru, тел. (факс) 8(3466) 67-41-67/(67-41-68)

Сертификат системы менеджмента качества на соответствие требованиям ISO 9001:2015- 20100193006497, срок действия по 14.11.2022 г.

Испытательная лаборатория-центральная заводская лаборатория 628600, РОССИЯ, Ханты-Мансийский Автономный округ-Югра автономный округ, Нижневартовск, район центрального товарного парка, тел. (факс) 8(3466) 61-45-93

#### **ПАСПОРТ № 000465**

#### Бензин газовый стабильный БТ по СТО 11605031-019-2007

Обозначение документов, устанавливающих требования к топливу: СТО 11605031-019-2007 «Бензин газовый стабильный. Требования и методы испытаний» Контрактная спецификация (исх.№АР-12222 от 07.12.2020)\_ Код ОКПД2. 19.20.23.121 Номер партии: 000465 Дата изготовления: 30.01.2022

Размер партии (масса): <u>554</u> тонн Место отбора пробы (по ГОСТ 2517): резервуар № Р-2 Уровень наполнения: 9000 мм Дата отбора пробы: 30.01.2022 Дата проведения испытаний: 30.01.2022

Паспорт выдан на основании справки качества от 30.01.2022 № 000465

Nº	Наименование показателя	Метод	Нормы по	Нормы по	Фактическое
пп		испытания	CTO 11605031-019-2007	контрактной	значение
		Real No.		спецификации	
1	Фракционный состав:	ΓΟCT 2177-99	1		
	температура начала кипения, °С		не ниже 30	не ниже 30	33,9
	10% перегоняется при температуре, °C		-	не нормируется,	64,4
	, , , , , ,	,		определение	
				обязательно	
	50% перегоняется при температуре, °C		-	не нормируется,	110,5
				определение	
				обязательно	
	90% перегоняется при температуре, °C		-	не нормируется,	165,8
	, , ,	1000		определение	
				обязательно	
	температура конца кипения, °С		не выше 205	не выше 205	203,2
	остаток в колбе, %		-	не нормируется,	1,0
				определение	
				обязательно	
	остаток и потери, %		-	не нормируется,	1,7
	oolalok ii liotopii, ii			определение	
	, V			обязательно	
2	Плотность при 15 °C, кг/м³	ASTM D 4052-18	не более 735	не более 750	722,9
3	Давление насыщенных паров, кПа	ГОСТ 1756-2000	не более 79,9	не более 80,0	59,5
4	Массовая доля серы, %	ГОСТ Р 51947-2002	не более 0,045	не более 0,1	менее 0,0150
	Кислотность, мг КОН/100 см³ бензина	FOCT 5985-79	не более 2,0	не более 2,0	менее 0,07
	Концентрация фактических смол, мг/100см³ бензина	ΓΟCT 1567-97	не более 5,0	не более 5,0	0
7	Испытание на медной пластинке	ΓΟCT 6321-92	выдерживает	выдерживает	выдерживает
8	Углеводородный состав:	ГОСТ Р 52714-2018			
	объемная доля парафиновых углеводородов, %		не менее 45	-	более 45,0
	объемная доля ароматических углеводородов, %		не нормируется,	-	7,8
			определение обязательно		
	объемная доля нафтеновых углеводородов, %		не нормируется,	-	27,0
			определение обязательно		
	массовая доля парафиновых углеводородов, %		-	не нормируется,	более 45,0
				определение	
				обязательно	
İ	массовая доля ароматических углеводородов, %		-	не более 16	9,6
	массовая доля нафтеновых углеводородов, %		-	не нормируется	28,8
9	Содержание водорастворимых кислот и щелочей	FOCT 6307-75	отсутствие	отсутствие	отсутствие
	Содержание воды и механических примесей	CTO 11605031-019-	отсутствие	отсутствие	отсутствие
		2007 n.9.2			
11	Массовая доля меркаптановой серы, % (ррт)	ГОСТ 17323-71	не более 0,0350 (350)	-	0,0005
	Массовая доля сероводородной серы, % (ррт)	FOCT 17323-71	не более 0,0005 (5)	-	менее 0,0003

Заключение: Бензин газовый стабильный БТ по СТО 11605031-019-2007 соответствует требованиям:

- CTO 11605031-019-2007

Контрактной спецификации (исх.№АР-12222 от 07.12.2020)\_

<u>Сведения о наличии присадок в топливе:</u>
- Топливо не содержит присадок



- <u>Дополнительная информация:</u>
   транспортирование и хранение по ГОСТ 1510;
   нефтепродукт не содержит свинец, олафиновые углеводороды, метил- трет-бутиловый эфир и хлорорганические соединения;
- паспорт безопасности РПБ №48736897.19 51835;
- изготовитель ООО "ННПО" гарантирует соответствие качества бензина газового стабильного БТ требованиям СТО 11605031-019-2007 и контрактной спецификации при соблюдении условий транспортирования и хранения по ГОСТ 1510 в течение 3 месяцев со дня изготовления

Оператор 6 разряда		Сопин А.
(доверенность № от	.)	
Дата, время выдачи паспорта: 30.01.2022	4:27	



#### Общество с ограниченной ответственностью "НИЖНЕВАРТОВСКОЕ НЕФТЕПЕРЕРАБАТЫВАЮЩЕЕ ОБЪЕДИНЕНИЕ"

628609, ХМАО-Югра, г.Нижневартовск, ул. Северная, зд.6а/П, тел.(факс) (3466) 67-41-67/(67-41-68), e-mail: nnpo@rosneft.ru,



#### ПРИЛОЖЕНИЕ К ПАСПОРТУ № 000465 от 30.01.2022

#### Бензин газовый стабильный БТ по СТО 11605031-019-2007

	Обозначение законодательного акта, норматичного документа или свода правил	Сведения, необходимые для описания товаров			
№ nn		Наименование показателя	Метод испытания	Фактическое значение	
1	Решение от 14 сентября 2021г. № 80, решение от 15 ноября 2016г. № 146 Совета Евразийской Экономической Комиссии	Фракционный состав: - при температуре 210°С, % (по объему)	ASTM D 86-17	99,0	
2	Решение от 1 сентября 2015г. № 108 Коллегии Евразийской экономической комиссии	Содержание: - пентан C5, % масс гексан C6, % масс.	ASTM D 5134-13	6,0 6,3	
		Наименование процесса переработки		ерегонка сырой фти	

Оператор 6 разряда	Солин А.С.	доверенность №	OT





Акционерное общество "Сызранский нефтеперерабатывающий завод" Юридический адрес и эдрес производства: Российская Федерация, 446029, Самарская обл., г. Сызрань, ул. Астраханская,1 e-mail: <a href="mailto:sekr@snpz.rosneft.ru">sekr@snpz.rosneft.ru</a>, т/ф. 8(8464) 98-81-10

Сертификат системы менеджмента качества на соответствие требованиям ISO 9001:2015 № RU003488 Срок действия сертификата: по 24.11.2023

Испытательный центр нефти и нефтепродуктов нефтеперерабатывающего завода 446029, Самарская область, г. Сызрань, ул. Астраханская, д. 1, Акционерное общество "Сызранский нефтеперерабатывающий завод" e-mail: <a href="mailto:sekr@snpz.rosneft.ru">sekr@snpz.rosneft.ru</a>, т/ф. 8(8464) 98-81-10

#### ПАСПОРТ № 0173 Бензин газовый стабильный БТ, СТО 11605031-019-2007

Обозначение документа, устанавливающего требования к топливу: СТО 11605031-019-2007 «Бензин газовый стабильный. Требования и методы испытаний». Контрактная спецификация ОКПД2 19:20-23.122 Номер партии: 0173 Дата изготовления: 31.01.2022 г. Размер партии (масса): 954,256 т. Место отбора пробы (по ГОСТ 2517-2012): резервуар № 81 Уровень наполнения: 3.857 м Дата отбора пробы: 31.01.2022 г. Дата проведения испытаний: 31.01.2022 г. Дата проведения испытаний: 31.01.2022 г. Паспорт выдан на основании протокола испытаний: № 0173 от 31.01.2022 г.

Наименование показателя	Метод испытания	Норма по СТО 11605031-019-2007	Норма по контрактной спецификации	Фактическое эначение
1. Фракционный состав:	ГОСТ 2177-99 (метод А)			
- температура начала кипения, °C		не ниже 30	не ниже 30	39.1
- температура конца киления, °C	, Egun	не выше 205*	не выше 190	173.4
2. Плотность при 15 °C, кг/м³	FOCT P 51069-97	Не нормируется. Определение обязательно.	не более 750	700.3
3. Давление насыщенных паров, кПа	FOCT 1756-2000	не более 79,9	не более 80,0	72.0
4. Массовая доля серы, %	ГОСТ 32139-2019	не более 0,1*	не более 0,12	0.0998
5. Кислотность, мг КОН на 100 см³ бензина	FOCT 5985-79	не более 2,0	не более 2,0	отсутствие
6. Концентрация фактических смол, мг на 100 см³ бензина	FOCT 1567-97	не более 5,0	не более 5,0	отсутствие
7. Массовая доля свинца, ppb	Приложение А настоящего СТО	отсутствие	50	-
8. Испытание на медной пластинке	ГОСТ 6321-92	выдерживает	выдерживает	выдерживает
9. Углеводородный состав:	FOCT P 52714-2018			
- объемная доля парафиновых углеводородов, %	1000	не менее 45	-	80.1
- объемная доля ароматических углеводородов, %		Не нормируется.	· -	6.5
- объемная доля нафтеновых углеводородов, %		Определение обязательно. Не нормируется.		12.7
- объемная доля олефиновых углеводородов, %		Определение обязательно. не более 3,0	-	0.7
- концентрация парафиновых углеводородов, % масс.		-	Не нормируется. Определение обязательно	76.8
- концентрация ароматических углеводородов, % масс.			не более 17	8.3
- концентрация нафтеновых углеводородов, % масс.			Не нормируется. Определение обязательно	14.2
- концентрация олефиновых углеводородов, % масс			не более 2,0	0.7
10. Содержание водорастворимых кислот и щелочей	FOCT 6307-75	Отсутствие	Отсутствие	отсутствие
11. Содержание воды и механических примесей	по п. 9.2 настоящего СТО	Отсутствие	Отсутствие	отсутствие
12. Концентрация метил-третбутилового эфира (МТБЭ), ppm	ГОСТ Р 52531-2006	не более 50	не более 50	-
13. Массовая доля меркаптановой серы:	FOCT 17323-71			***
%		не более 0,06		0.037
ppm		не более 600	-	370
14. Массовая доля сероводородной серы:	ГОСТ 17323-71			
%		не более 0,001	.	отсутствие
ppm		не более 10		отсутствие
15. Массовая доля хлорорганических соединений, мкг/г	ГОСТ Р 52247-2004 (метод Б)	не более 10°	не более 25	менее 1,0
16. Содержание Пентана (Σ С5), % об.	ГОСТ Р 52714-2018		Не нормируется. Определение обязательно	29.6
17. Содержание Гексана (Σ С6), % об.	ΓΟCT P 52714-2018	-	Не нормируется. Определение обязательно	41.6

Заключение: Бензин газовый стабильный БТ <u>соответствует требованиям:</u>
- СТО 11605031-019-2007 «Бензин газовый стабильный. Требования и методы испытаний»; с учётом примечания 4 к табл. 1\*.
- Контрактной спецификации (исх. № AP-12222 от 07.12.2020).

Дополнительная информация:
Изготовитель АО «СНПЗ» гарантирует соответствие качества бензина газового стабильного БТ требованиям СТО 11605031-019-2007 при соблюдении условий транспортирования и хранения по ГОСТ 1510-84 в течение 3 месяцев со дня изготовления;
- паспорт безопасности РПБ № 05766586.19.64469 Срок действия до 23.10.2025.



Начальник смены (производства № 4)					
(Доверенность № от)	подпись				
Дата выдачи паспорта 31.01.2022г					

Акционерное общество «Новокуйбышевская нефтехимическая компания» Российская Федерация, Самарская область, город Новокуйбышевск Адрес электронной почты: nnk@nnk.rosneft.ru тел.(84635) 3-02-20 Сертификат системы менеджмента качества на соответствие требованиям ISO 9001:2015 № 31100975QM15. Срок действия сертификата: по 27.09.2024



#### ПАСПОРТ КАЧЕСТВА № 58

#### Бензин газовый стабильный Марка БЛ

#### СТО 91051486-016-2012 с изменениями № 1-3

Дата изготовления

30.01.2022

Номер партии

58

Дата отбора проб

30.01.2022

Размер партии (масса)

144 т

Дата проведения испытаний

31.01.2022

Место отбора пробы (по ГОСТ 2517-2012)

1/2

Испытания проведены в Испытательном центре - Управлении контроля качества АО "ННК"

No n/n	Наименование показателя	Норма	Фактически	Метод непытания
1	Внешний вид	Прозрачная жидкость от бесцветного до соломенного цвета	Прозрачная бесцветная жидкость	CTO 91051486-016- 2012, n.7.2
2	Фракционный состав, °С: - температура начала кипения	не ниже 28,0	45,5	
	- температура конца кипения	не выше 150,0	111,0	
	- 10% фракции перегоняются при температуре	не нормпруется, определение обязательно	53,0	ГОСТ 2177-99 с изм. 1, Метод А
	- 50% фракции перегоняются при температуре	не нормпруется, определение обязательно	61,0	
	- 90% фракции перегоняются при температуре	не нормпруется, определение обязательно	80,5	
3	Содержание фактических смол (промытых), мг/100 см3	не более 5,0	0	ΓΟCT 1567-97
4	Давление насыщенных паров, кПа	не более 120,0	48,6	ГОСТ 1756-2000 с изм.1, поправкой
5	Массовая доля общей серы, %	не более 0,1	0,02	ΓΟCT P 51947-2002
6	Испытание на медной пластинке	выдерживает	выдерживает	ГОСТ 6321-92
7	Содержание воды и механических примессй	отсутствие	отсутствие	СТО 91051486-016- 2012, п.7.2
8	Плотность при 20°С, г/см3	не нормируется	0,6625	ГОСТ 3900-85, п.1

Заключение: Бензии газовый стабильный Марка БЛ соответствует требованиям;

- CTO 91051486-016-2013	2 с изменениями № 1-3

Дополнительная информация:

Массовая доля пентана (С□), %
Массовая доля гексана (С□), %

ΓΟCT P 52714-2018 ΓΟCT P 52714-2018 1,91 25,21

Изготовитель гарантирует соответствие качества продукции требованиям настоящего стандарта при соблюдении условий транспортирования и хранения. Гарантийный срок хранения - 6 месяцев со дия изготовления

М.П.

Специалист

(подпись)

Феклина О.С. (фамилия, инициалы)

Дата выдачи паспорта:

31.01.2022

