

To all tender participants

*Dear Sirs,*

We herewith invite you to submit your formal offer(s) (hereinafter – the Bid) for purchase of products on the following terms:

<b>Lots #</b>	<b>6/5-2021-8</b>
<b>Product</b>	Fuel oil / RME 180 / RMG 380
<b>Producer</b>	Ufimskiy/ Ufaneftekhim/ Novoil refineries. Other Producers are in Seller's option subject to meeting the below guaranteed quality specification.
<b>Quantity</b>	up to 1 080 000 mt in Seller's option
<b>Delivery terms</b>	FOB Black Sea ports including STS with floating storage / FOB Baltic sea ports including STS with floating storage (in Seller's option). Considering the development of our shipping activity, please also provide your bids on CIF/CFR basis or feel free to propose alternative FOB + freight formula (flat rate * world scale average month of nomination)
<b>Delivery period</b>	January 01, 2021 – December 31, 2021 (both dates inclusive), carryover deliveries are available until January, 2022.
<b>Quality</b>	As per the guaranteed quality specification below. Typical specification for this product is enclosed strictly for information purposes.
<b>Bidding deadline</b>	The signed Bid to be send strictly through CJSC TEK – Torg electronic platform in the 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 <b>latest 15:00 o'clock Moscow time 23<sup>rd</sup> of October, 2020.</b>
<b>Validity</b>	Your Bid should be <b>valid till 22:00 o'clock Moscow time on 04<sup>th</sup> December 2020 (Validity).</b> In absence of the Bid validity period, Rosneft considers your Bid irrevocable and valid until Validity expiry as defined above.

<p><b>Restrictions</b></p>	<p><b>Rosneft shall not consider any bids which contain the following:</b></p> <ul style="list-style-type: none"> <li>- pricing period options,</li> <li>- non relevant quotations,</li> <li>- any additional quality guarantees,</li> <li>- laycan dates and cargo sizes in Buyer’s option,</li> <li>- quantity in Buyer’s option,</li> <li>- delivery basis/ direction in Buyer’s option,</li> <li>- alternative Anti-corruption, Confidentiality, Sanctions, Liability, Payment terms, Currency/Alternative currency clauses</li> </ul>
<p><b>General terms and conditions</b></p>	<p>The following Rosneft standard terms and conditions are attached to this invitation letter and shall be incorporated into a written form of bilateral sales and purchase agreement, which is obligatory for execution in case and once the Bid is accepted by Rosneft:</p> <ul style="list-style-type: none"> <li>a) Laytime, Specific conditions 1-4, Nomination, Payment terms, Currency/Alternative currency - as per <b>attachment №1;</b></li> <li>b) Anti-corruption, Confidentiality, Sanctions, Liability - <b>as per attachment № 2</b></li> </ul> <p>(both a) and b) – “Rosneft Standard”).</p> <p>By provision of the Bid, you fully accept all provisions of the Rosneft Standard and express your intention to be deemed a person entering into transaction with Rosneft on terms of your Bid and the Rosneft Standard, conditional upon acceptance of your Bid by Rosneft. In case of acceptance of your Bid by Rosneft via relevant written notification, your company shall be fully liable to Rosneft for performance of transaction on terms of the Rosneft Standard and the executed bilateral sales and purchase agreement.</p>
<p><b>Price basis:</b></p>	<p>Mean of the mean quotations for <b>Fuel oil 3,5%</b> as published in Platt’s European Marketscan:  under the headings Mediterranean “FOB Med (Italy)” and “CIF Med Genova/Lavera” - <b>for Black Sea deliveries;</b>  under the headings “Northwest Europe barges FOB Rotterdam” and “Northwest Europe cargoes CIF NWE/basis ARA” – <b>for Baltic Sea deliveries.</b></p>
<p><b>Pricing period:</b></p>	<p>Month of actual delivery.  Average of all quotations published during month of BL date.</p>

<b>Escalation/ De-escalation:</b>	Kindly note that we are ready to consider escalation/ de-escalation based on kinematic viscosity <b>based on 900</b> measured in centistokes / mm <sup>2</sup> /s at 50 degree of Celsius and/ or based on density measured in kg/l at 15 degree of Celsius. We will not review or consider any escalation/ de-escalation based on any parameters out of mentioned below Guaranteed quality specification.
<b>Jurisdiction:</b>	In accordance with the laws of the Russian Federation.
<b>Cargo sizes:</b>	30 000 mt +/-10% in Seller's operational tolerance.

- ! Cargo size shall always be in Seller's option.**
- ! You are requested to present your Bids in strict compliance with the above terms and conditions. Nevertheless, with consideration to the above, you are free to submit your Bid(s) on any additional terms and conditions/delivery basis which are not specified in this letter for our consideration. Rosneft shall have the right but not an obligation to accept the Bids on additional terms and conditions.**

#### **Guaranteed quality specification:**

<b>Test</b>	<b>Unit</b>	<b>Method</b>	<b>Guarantee</b>
Kinematic viscosity at 50 Dgr C, <b>max</b>	mm <sup>2</sup> /s, (cSt)	GOST 33 ASTM D 445 ISO 3104 DIN EN ISO 3104	1350,0
Ash, <b>max</b>	% mass	ASTM D 482 GOST 1461	0,14
Sediment Content, <b>max</b>	% mass	ASTM D 473 GOST 6370	1,0
Water Content, <b>max</b>	% vol	ASTM D 95 GOST 2477	1,0
Water Soluble Acids and Alkalis		GOST 6307	absence
Sulphur Content, <b>max</b>	% mass	ASTM D 4294 GOST R 51947	3,5
Flash Point (opened cup), <b>min</b>	Dgr C	ASTM D 92 GOST 4333	65
Pour Point, <b>max</b>	Dgr C	GOST 20287	25

Hydrogen Sulphide, <b>max</b>	ppm	IP 399 IP 570 GOST P 53716 GOST 33198 GOST 32505	10,0
Density at 15 Dgr C, <b>max</b>	kg/l	GOST R 51069 ASTM D 1298 ASTM D 4052	1,040
Total Sediment by Hot Filtration: -Total Sediment Potential, <b>max</b> - Procedure A -Total Sediment Accelerated, <b>max</b> - Procedure B	% mass	ISO 10307-2	0,1/ 0,1

- ! 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 Fuel oil / RME 180 / RMG 380 is of fully merchantable quality, that you fully understands 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/ requirements to the Bid are as follows:

- ✓ Completed Rosneft Oil Company counterparty clearing procedure with a positive decision.
- ✓ A signed Bid sent to Rosneft Oil Company strictly through CJSC TEK – Torg electronic platform in relevant Rosneft’s module (<https://tender.tektorg.ru>) in section under the heading “Tender sales of RAW HYDROCARBONS” pursuant to the rules and conditions of the electronic platform;
- ✓ A signed Bid shall include the following information:
  - Product name and producer
  - Quantity of products
  - Delivery basis and delivery period
  - Price quotations for each relevant delivery basis
  - 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 Bid shall include a reference to the relevant lot name and number with validity until **22:00 Moscow time on 04<sup>th</sup> December 2020**.
- ✓ Your Bids shall be submitted in 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 out 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) will not be considered**
- ! **Keep in mind, that compliance with the Bidding deadline is a mandatory prerequisite for consideration of your Bid by Rosneft.**
- ! **Please note that 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 hereto and form of the Rosneft bilateral sales and purchase agreement is an essential condition for consideration of your Bid**

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

- **Before 22:00 Moscow time on 04<sup>th</sup> December 2020** you will be informed of the bid review results. 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.
- If, upon acceptance of your offer by Rosneft, you refuse to close a transaction by signing a bilateral sale and purchase agreement on terms of accepted offer and 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 a right to reject a bid with validity, which deviates from the requirement stipulated in this letter.**
- ! **Rosneft Oil Company reserves the right to decline all bids received.**
- ! **The Seller is Oil Company Rosneft.**

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](mailto: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 on Rosneft any obligations, 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)

**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 1<sup>st</sup> 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: (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.

**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 an 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 Seller's account.

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

Should the Buyer not pay any effect payment by the Payment Deadline, the Buyer shall pay to the Seller penalty 0.1% as a percentage for the outstanding amount for each day of delay. Furthermore, 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: <https://www.ecb.europa.eu/home/contacts/working-hours/html/index.en.html>).

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.

**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.

Appendix No. 1 to Contract  
No. [ ] dated [ ] 20 [ ]

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

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


I confirm reliability and completeness of this information.

" \_\_\_ " \_\_\_\_\_ 201\_\_  
 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**

**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):

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(document title, No., information about the date of the issue of the document and the issuing authority )

hereby confirms, in accordance with Federal Law dated July 27, 2006, No. 152-FZ "On Personal Data" ("Law 152-FZ"), that it has obtained, for the purposes of submission in accordance with the terms and conditions of contract dated [REDACTED] No. [REDACTED] entered into with *the Seller*, all consents, as required in accordance with the effective legislation of the Russian Federation (including with regard to personal data), for the transfer and processing of personal data of subjects of personal data mentioned in the Information about the chain of ownership, including beneficiaries (including ultimate ones) as at [REDACTED] 20 [REDACTED] as well as that it has sent, to such subjects of personal data, notices of processing of their personal data by *the Seller*, for the purposes of ensuring the transparency of financial and operating activities of Rosneft and Companies controlled, directly or indirectly, by Rosneft, in particular, to avoid any conflicts of interests and abuses connected with the fulfillment by the management of Rosneft of Companies controlled, directly or indirectly by Rosneft, of their official duties, and to prevent their involvement in corrupt actions, i.e. for the performance of actions, as set out in paragraph 3 of article 3 of Law 152-FZ.

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

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

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

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

\_\_\_\_ 20 \_\_\_\_  
(\_\_\_\_)  
L.S.

\_\_\_\_\_  
(signature) (full name)

**end of the form**

Approved as the form

**FOR AND ON BEHALF OF \_\_\_\_\_ :** **FOR AND ON BEHALF OF \_\_\_\_\_ :**  
\_\_\_\_\_  
*(position or details of the power of attorney)* *(position or details of the power of attorney)*  
\_\_\_\_\_**(Full name)** \_\_\_\_\_**(Full name)**

L.S. L.S.

Appendix No. 3  
TO THE CONTRACT No.  
DATED

**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