

APPROVED BY

the Board of Directors
CJSC TEK-Torg

Minutes No. 8 dated June 23, 2016

Operating Regulations
for CJSC TEK-Torg Electronic Trading Platform
(Procurement Procedures)
Section of OJSC Rosneft Oil and Gas Company

(2nd edition)

Moscow, 2016



Section 1. Terms and Definitions

ELECTRONIC TRADING PLATFORM OF CJSC TEK-TORG (PROCUREMENT PROCEDURES), SECTION OF OJSC ROSNEFT OIL AND GAS COMPANY, OR THE ETP means a software and hardware complex of CJSC TEK-Torg (Procurement Procedures), Section of OJSC Rosneft Oil and Gas Company, located on the Internet at <http://rn.tektorg.ru>.

AUTHORISATION means logging in to the limited access section of the ETP by entering the log-in and password.

MANAGER'S ADMINISTRATOR (CUSTOMER'S ADMINISTRATOR) means an employee of the Manager/the Customer authorised to act on behalf of the Manager/the Customer, who registered the Manager/the Customer on the ETP and is entitled, without limitation, to register and manage User rights for the Manager/the Customer.

PARTICIPANT'S ADMINISTRATOR means an employee of the Participant authorised to act on behalf of the Participant, who registered the Participant on the ETP and is entitled, without limitation, to register and manage User rights for the Participant.

ACCREDITATION means a procedure for the Manager's assessment of financial and economic performances of procurement procedures Participants according to the internal documents of the Customer.

TARIFF ACTIVATION means the Operator's activation of the tariff chosen by a Participant according to the Tariff Plan, provided that the Participant has fulfilled the terms and conditions stipulated hereby.

ATOMIC CLOCK means a tool for the ETP server time synchronisation; the time is synchronised by the ETP referring to one of the accurate time servers through NTP (NetworkTimeProtocol is a network protocol for synchronisation of internal clock of a server or computer); the clock is synchronised once daily.

ACCESS TO PROCUREMENT PROCEDURES THROUGH THE ETP means provision by the Operator of rights to perform actions on the ETP required to hold and manage Procurement Procedures through the ETP to the Manager and rights to perform actions on the ETP required to participate in Procurement Procedures through the ETP to Participants.

CUSTOMER means OJSC Rosneft Oil and Gas Company or any subsidiary/affiliate company of OJSC Rosneft Oil and Gas Company that, after the procurement procedure, enters into a contract (carries out other activities stipulated by procurement documents).

LIMITED ACCESS SECTION OF THE ETP means a section of the ETP that contains Personal Profiles of the Customer, the Manager and the Participant and can be only accessed by the registered Users of the Manager or the Participant after authorisation where all actions stipulated by these Regulations can be performed. By clicking the link "Log-in" from the public section of the ETP located on the Internet at <http://rn.tektorg.ru>, you will be redirected to the authorisation webpage for accessing the limited access section of the ETP.

PROCUREMENT PROCEDURE (PROCEDURE, PROCUREMENT) means an online procurement procedure held according to the internal documents of the Customer and these Regulations.

PERSONAL ACCOUNT means an analytical account maintained by the Operator for accounting funds of the Participant, the Manager.

ETP OPERATOR (the OPERATOR) means Closed Joint Stock Company TEK-TORG.

PROCUREMENT PROCEDURE MANAGER (the MANAGER) means the Customer or any other legal entity engaged by the Customer in carrying out the Procurement Procedure.

PRIMARY CUSTOMER means OJSC Rosneft Oil and Gas Company.

PUBLIC SECTION OF THE ETP means a section of the ETP that contains public information and is accessible to any person through the Internet.

RUSSIAN NATIONAL OFFICIAL WEBSITE (RNOW) means a website defined by the laws of the Russian Federation on the information and telecommunication network, the Internet, for publication of information according to provisions of Federal Law No. 223-FZ dated July 18, 2011 On Procurement of Goods, Works and Services by Certain Types of Legal Entities located at zakupki.gov.ru.



USER means an individual representing the Manager/the Customer or the Participant who is registered on the ETP according to Section 4 of these Regulations.

VISITOR OF THE ETP means an individual who has a profile, login and password for authorisation on the ETP but has not been registered on the ETP according to Section 4 hereof.

PROCUREMENT REGULATION OF THE PRIMARY CUSTOMER means an internal document of the Primary Customer, which governs the procurement procedure, approved according to Federal Law No. 223-FZ dated July 18, 2011 On Procurement of Goods, Works and Services by Certain Types of Legal Entities (hereinafter referred to as the Procurement Law) or according to any other internal document of the Primary Customer not subject to the Procurement Law.

SOFTWARE means objects consisting of programs, procedures, rules related to operation of the ETP.

REGULATIONS mean the Operating Regulations of the Electronic Trading Platform of CJSC TEK-Torg (Procurement Procedures), Section of OJSC Rosneft Oil and Gas Company, including any amendments, modifications and supplements hereto introduced by the Operator.

SME means a Participant which, in accordance with the terms and conditions stipulated in Federal Law No. 209-FZ dated July 24, 2007 On Development of Small and Medium-Sized Business in the Russian Federation, is classified as small business, inter alia micro business, and medium-sized business.

INFORMATION SECURITY TOOLS means software and technical tools that prevent unauthorised access and/or unauthorised modification of data of the ETP.

TARIFF PLAN means an internal document(s) approved by the Board of Directors of the Operator, where tariffs for the Manager and/or the Participant are provided.

TECHNICAL SECTION OF THE ETP means a section of the ETP which supports operation of the ETP and consists of hardware and some Software which is not seen in the public or limited access sections of the ETP.

NOTIFICATION means an electronic message sent through Software of the ETP to Users' Personal Profiles and to Users' e-mails as and when stipulated hereby.

CERTIFYING CENTER means a legal entity or individual entrepreneur that carries out functions of creation and issue of certificates for digital signature verification keys and other functions stipulated by Russian laws regulating digital signatures, included in the List of Accredited Certifying Centers, issuing tokens, verification keys and digital signature certificates used on the ETP.

PARTICIPANT OF THE PROCEDURE (PARTICIPANT) any legal entity, including non-residents of the Russian Federation, or several legal entities acting as a single group, or an individual, including individual entrepreneurs, or several individuals, including individual entrepreneurs, acting on behalf of a single Participant, registered on the ETP and having the right to file applications for participation in the Procedures placed on the ETP.

EMERGENCY SITUATION means situation that resulted from force majeure, i.e. emergent and inevitable circumstances under the existing conditions (natural disasters, acts of terrorism, diversions and sabotage, strikes, change of the political regime and other political woes, changes in laws, decisions of legislative and/or executive authorities, warfare, social disorders and other circumstances beyond reasonable control of the Manager as well as circumstances caused by technical and organisational reasons, including technical failures resulting from troubles and failures of equipment, failures and errors of software, failures, troubles and faults of communications systems, power supply systems, air conditioning and other life support systems provided that such circumstances directly affect fulfilment the Manager's obligations).

ELECTRONIC DOCUMENT means a document in which information is presented in an electronic form.

The terms and definitions defined in this section of the Regulations as well as other terms specially defined in the Regulations are provided in these Regulations for convenience of reference, may be used both in single and in plural form which usage shall not affect the meaning thereof, unless the context otherwise requires.



Section 2. General Provisions

2.1. Scope of the Regulations

2.1.1. These Regulations shall regulate operation of the Electronic Trading Platform of CJSC TEK-Torg (Procurement Procedures), Section of OJSC Rosneft Oil and Gas Company, procedure of organisation and management of procurement activities for goods, works and services using the Electronic Trading Platform of CJSC TEK-Torg (Procurement Procedures), Section of OJSC Rosneft Oil and Gas Company; govern relations arising between the Operator, the Manager and the Participant as part of procurement of goods, works and services using the Electronic Trading Platform of CJSC TEK-Torg, Section of OJSC Rosneft Oil and Gas Company according to effective Russian laws, including Federal Law No. 223-FZ dated July 18, 2011 On Procurement of Goods, Works and Services by Certain Types of Legal Entities (hereinafter referred to as the Procurement Law); and shall ensure that procurement of goods, works and services is carried out according to the Procurement Regulation of the Primary Customer.

2.1.2. These Regulations have been developed according to the Civil Code of the Russian Federation; Federal Law No. 135-FZ dated July 26, 2006 On Protection of Competition; Federal Law No. 223-FZ dated July 18, 2011 On Procurement of Goods, Works and Services by Certain Types of Legal Entities; Federal Law No. 63-FZ dated April 6, 2011 On Digital Signature; Federal Law No. 149-FZ dated July 27, 2006 On Information, Information Technology and Information Security; Federal Law No. 152-FZ dated July 27, 2006 On Personal Data; Decree of the Government of the Russian Federation No. 179 dated March 17, 2008 On Approval of the Regulations on Use of Websites on the Internet for Online Public Tenders and Requirements for Technological, Software, Linguistic, Legal and Organisational Tools used to Support the Use of the Said Websites and for Systems Supporting Management of Online Public Tenders; and any other regulatory acts.

2.1.3. These Regulations, as well as any amendments, modifications and supplements hereto and restated versions hereof, shall be effective as of the date defined by the Board of Directors of CJSC TEK-Torg.

2.1.4. Information about approval and effective date of these Regulations, as well as any amendments, modifications and supplements hereto and restated versions hereof, and the text thereof shall be placed on the ETP Operator's website on the Internet at <http://rn.tektorg.ru>.

2.1.5. These Regulations as well as any other internal documents of the Operator approved by it as regards operation of the ETP (hereinafter referred to as the Operator's Internal Documents) and placed on the ETP Operator's website on the Internet at <http://rn.tektorg.ru>, shall be fully and unconditionally accepted by all Managers and Participants of the ETP and shall be binding on them.

2.1.6. Information on approval of Tariff Plans, any amendments to the Tariff Plans and the texts of the Tariff Plans shall be placed on the website of the ETP Operator on the Internet at least 15 business days prior to their effective date at <http://rn.tektorg.ru>.

2.1.7. These Regulations shall contain terms and conditions upon which the Operator shall make the ETP available to Managers and Participants for procurement of goods, works and services. Upon the effective date of any amendments, modifications and supplements to these Regulations as well as restated versions of these Regulations, Managers and Participants shall operate the ETP for the purposes of procurement of goods, works and services on the terms and conditions contained therein.

If the ETP is used by the Primary Customer, provisions of these Regulations shall be applied taking into account provisions set forth in cl.2.1.11 hereof.

2.1.8. An operating agreement for the Electronic Trading Platform of CJSC TEK-Torg (Procurement Procedures), Section of OJSC Rosneft Oil and Gas Company, shall be entered into by the Operator with a Manager/Participant by the Manager's/Participant's accession in general to the terms and conditions set forth in these Regulations as stipulated by cl.2.1.9–2.1.10 and Section 10 hereof. Provisions of this clause shall not apply to the Primary Customer.



2.1.9. An operating agreement for the Electronic Trading Platform of CJSC TEK-Torg (Procurement Procedures), Section of OJSC Rosneft Oil and Gas Company, shall be entered into by and between the Operator and the Manager, except for the Primary Customer, by way of execution of an operating agreement for the Electronic Trading Platform of CJSC TEK-Torg (Procurement Procedures), Section of OJSC Rosneft Oil and Gas Company, in form of a single document in a standard form approved by the Operator and shall be effective as of the date of signing thereof by the parties.

2.1.10. An operating agreement for the Electronic Trading Platform of CJSC TEK-Torg (Procurement Procedures), Section of OJSC Rosneft Oil and Gas Company, shall be entered into by and between the Participant and the Operator by way of the Participant's registration on the ETP and shall be deemed executed upon the Participant's registration on the ETP defined according to cl.4.1.7 hereof.

2.1.11. The Primary Customer shall use the ETP for organisation and management of procurement upon the terms and conditions set forth in the Procurement via the ETP Agreement entered into by and between the Primary Customer and the Operator (hereinafter referred to as the "ETP Agreement"). Any matters which have not been stipulated by the ETP Agreement shall be governed by these Regulations. In case of any discrepancies between the Procurement Regulation of the Primary Customer, the ETP Agreement and these Regulations, the Procurement Regulation of the Primary Customer and the ETP Agreement shall prevail.

2.1.12. Any violations of the Regulations as well as Internal Documents of the Operator shall result in incurrance of liability as and when stipulated hereby.

2.2. General Rules of Operation of the ETP

2.2.1. To operate the ETP as a Manager/Participant, one shall register on the ETP and enter into an operating agreement for the ETP with the Operator as stipulated hereby.

2.2.2. Upon registration on the ETP, the Operator shall provide the Manager/Participant with access to the Limited Access Section of the ETP, except for Access to Procurement Procedures through the ETP, which shall be provided according to provisions of clause 2.2.3 of the Regulations.

Upon registration on the ETP, for the purpose of creation of the most favourable conditions of operation of the ETP, the Operator shall allow the Manager/Participant to view, through the Limited Access Section of the ETP, the list of Procurement Procedures conducted through the ETP, information on the results of Procurement Procedures, render technological and informational consulting services to the Manager/Participant as regards operation of the ETP, as well as allows using of the Personal Profile and shall maintain the Personal Account.

2.2.3 Access to Procurement Procedures through the ETP is provided upon payment by the Manager according to the tariff stipulated by the Tariff Plan but in any case after registration of the Manager on the ETP or Tariff Activation by the Participant for the period stipulated by the chosen tariff according to the Tariff Plan. Upon expiration of the period of Access to Procurement Procedures through the ETP, the access is prolonged for the Manager after payment for the tariff by it or Tariff Activation for a new period by the Participant.

With respect to particular Procurement Procedures or categories thereof as and when stipulated in the Operator's Tariff Plan the Participant can gain Access to Procurement Procedures through the ETP without Tariff Activation by the Participant. In such a case the Participant shall gain Access to Procurement Procedures through the ETP from the date of publication of the Manager's notification on procurement on the ETP and shall terminate on the date of the Manager's publication on the ETP of the Procedure Summation Protocol.

2.2.4 Upon gaining Access to Procurement Procedures through the ETP, the Manager is granted the right to carry out Procurement Procedures through the ETP, and the Participant is granted the right to



participate in Procurement Procedures so held through the ETP upon the terms and conditions set forth in the Regulations.

2.2.5. All actions taken by the User who has been authorised on the ETP shall be considered actions of the Manager or the Participant, on behalf of which he/she acts on the ETP, and shall result in the corresponding rights and obligations for them.

2.2.6. If a Procurement Procedure is held through the ETP, the Manager shall not accept applications for participation in this procedure filed otherwise than through the ETP.

2.2.7. Information provided by the Participant in the document created by filling in the document form on the ETP shall correspond to the information attached by the same Participant to the document created by filling in the document form on the ETP. If any discrepancies arise, the information provided by the Participant in the document created by filling in the document form on the ETP shall prevail.

2.2.8. The Operator shall process the personal data provided by the Manager/Participant as follows: collect, record, systematise, accumulate, store, destroy (update, modify), extract, use, provide access, block, remove, erase personal data. According to Federal Law No. 152-FZ dated July 27, 2006 On Personal Data, the Operator shall process personal data for the purpose of identification of the declarant of the personal data on the ETP for the Operator and for other registered users of the ETP, and without such identification the Operator shall not be able to deliver the full range of services for management of Procurement Procedures through the ETP.

2.2.9. The Operator shall ensure integration of the ETP with the Russian National Official Website <http://zakupki.gov.ru> and with the Customer's website <http://zakupki.rosneft.ru>.

Section 3. Electronic Workflow

3.1. All the documents and information related to organisation and management of Procurement Procedures through the ETP are created electronically and signed by digital signature.

3.2. Use of digital signatures in Procurement Procedures shall comply with requirements of Federal Law No. 63-FZ dated April 6, 2011 On Digital Signature, other federal laws and regulations of the Russian Federation adopted in accordance therewith.

3.3. Certificates for digital signature verification keys issued by the Certifying Centers included in the List of Accredited Certifying Centers, creating and issuing certificates for digital signature verification keys for the ETP, are used on the ETP. The said List is published on the Operator's website <http://rn.tektorg.ru>.

3.4. For the purpose of compliance with these Regulations, residents of the Russian Federation shall use encrypted certified digital signatures as defined according to requirements of the effective Russian laws in course of electronic workflow. Non-residents of the Russian Federation shall use the following types of signatures as defined according to requirements of the effective Russian laws: encrypted certified digital signatures in case of registration of the foreign company with tax authorities of the Russian Federation; in all other cases, encrypted non-certified digital signatures shall be used.

3.5. Electronic documents signed with a digital signature used on the ETP (hereinafter referred to as the DS) shall have the same legal force as the same documents in paper form signed by hand and stamped by the Operator, Participant/Manager and shall have such legal effect on the respective parties as stipulated by such documents.

3.6. The time of creation, receipt and dispatch of all electronic documents on the ETP is registered according to the server time of the server on which the software of the ETP is operating. The server time of the ETP is synchronised with the Atomic Clock. The Operator shall be liable for information security of the server time management system applicable to the ETP.

3.7. For the purpose of operating on the ETP, the Participant/Manager shall have the certificate of the digital signature verification key issued by the Certifying Center, have all the hardware and software



necessary for operation on the ETP installed according to these Regulations and any other Internal Documents of the Operator.

3.8. All electronic documents on the ETP shall be stored by the Operator for 5 years.

3.9. The owner of the certificate of the digital signature verification key shall be liable for security and proper use of digital signature keys according to the effective Russian laws.

Section 4. Registration on the ETP in the Section of OJSC Rosneft Oil and Gas Company

4.1. Registration of the Manager/Participant on the ETP

4.1.1. The Manager and the Participant shall be registered by the ETP Visitor having authority to act on behalf of the Manager/Participant after his/her Authorisation on the ETP. The Manager shall be only registered if it has entered into an operating agreement for the Electronic Trading Platform of CJSC TEK-Torg (Procurement Procedures), Section of OJSC Rosneft Oil and Gas Company, according to clause 2.1.9 hereof, with the Operator as of the date of registration on the ETP; and if the Manager is the Primary Customer, then the ETP Agreement shall be entered into according to clause 2.1.11 hereof.

4.1.2. An application for registration of the Participant/Manager shall be filled in the Limited Access Section of the ETP; for this purpose the ETP Visitor shall, after authorisation on the ETP, be granted access to the registration forms published in the Limited Access Section of the ETP. The Participants going to obtain SME status shall fill in the Registration Application of a Participant considering provisions of cl.4.3 hereof.

4.1.3. Upon registration, the Participant/Manager shall provide complete and accurate information in their Registration Application. This information will further be used on the ETP unchanged for the purpose of automated preparation of documents in the cases stipulated by these Regulations.

4.1.4. The Participant/Manager shall accompany the Registration Application with copies of the following documents signed with the digital signature:

4.1.4.1. For Managers:

- extract from the Unified State Register of Legal Entities inter alia in the electronic form containing the information as of the filing date of the Manager's Registration Application (only for residents of the Russian Federation);
- Power of Attorney authorising the ETP Visitor to act on behalf of the Manager on the ETP for the purpose of the Manager's registration and to carry out any other actions on the ETP according to these Regulations, including for the purpose of Procurement Procedures;
- Operating Agreement for the Electronic Trading Platform of CJSC TEK-Torg (Procurement Procedures), Section of OJSC Rosneft Oil and Gas Company, entered into with the Operator.

4.1.4.2. For Participants registered in the territory of the Russian Federation:

- extract from the Unified State Register of Legal Entities/Unified State Register of Individual Entrepreneurs inter alia in the electronic form containing the information as of the filing date of the Participant's Registration Application (only for residents of the Russian Federation);
- Power of Attorney authorising the ETP Visitor to enter on behalf of the Participant into an Operating Agreement for the Electronic Trading Platform of CJSC TEK-Torg (Procurement Procedures), Section of OJSC Rosneft Oil and Gas Company, with the Operator upon the terms and conditions set forth in the Regulations, by registration of the Participant on the ETP, and authorising to carry out any other actions on the ETP according to these Regulations, including for the purpose of Procurement Procedures.

4.1.4.3. For Participants registered in the territory of a foreign state:



- document certifying state registration of the legal entity in the territory of that foreign state according to laws of the state of registration that contains information on the persons authorised to act on behalf of the legal entity, inter alia in the electronic form containing the information as of the filing date of the Participant's Registration Application;
- copy of the document certifying registration with tax authorities in the territory of the Russian Federation, if the Participant has been registered with tax authorities of the Russian Federation;
- Power of Attorney authorising the ETP Visitor to enter on behalf of the Participant into an Operating Agreement for the Electronic Trading Platform of CJSC TEK-Torg (Procurement Procedures), Section of OJSC Rosneft Oil and Gas Company, with the Operator upon the terms and conditions set forth in the Regulations, by registration of the Participant on the ETP, and authorising to carry out any other actions on the ETP according to these Regulations, including for the purpose of Procurement Procedures.

The documents issued in the territory of foreign states shall be legalised (apostilled) and accompanied by duly notarized translation in Russian.

4.1.5. The Participant's/Manager's Registration Application shall be signed with their digital signature. Upon signing, the Registration Application appears in the Personal Profile of the Operator and shall be acknowledged as received by the latter. The Operator shall decide on registration of the Participant/Manager or refusal to register the Participant/Manager within five business days from the date of receipt of the Registration Application.

4.1.6. The Operator shall refuse to register the Participant/Manager in the following cases:

- the ETP Visitor lacks authorisation to register the Participant/Manager;
- failure to provide and/or partial provision of the documents and information listed in these Regulations;
- provision of documents which are not in compliance with requirements of Russian laws and provisions of these Regulations;
- the ETP Visitor sends improperly filled in Registration Application;
- the Participant/Manager is currently registered.

On the day when the Operator decides on refusal to register the Participant/Manager, the Operator shall generate and send using the ETP software a notification on refusal to register the Participant/Manager (and indicate the reasons for refusal) to the e-mail provided by the ETP Visitor.

The Manager/Participant may file a new Manager/Participant Registration Application after elimination of the reasons indicated in the notification on refusal to register the Participant/Manager.

4.1.7. On the day when the Operator decides to register the Participant/Manager, the Operator shall generate and send using the ETP software a notification on registration of the Participant/Manager to the e-mail provided by the ETP Visitor. Registration shall be deemed completed, and the Participant/Manager shall be deemed registered on the ETP on the day when the Operator sends the notification on the Participant's/Manager's registration. Upon registration of the Participant/Manager on the ETP, the ETP Visitor who performed the registration of the Participant/Manager on behalf of the Participant/Manager shall be deemed registered on the ETP as the Administrator of the Participant/Manager.

4.1.8. After the registration on the ETP, the Participant/Manager is granted access to the Limited Access Section of the ETP without Access to Procurement Procedures through the ETP.

4.1.9. Upon registration of the Participant/Manager on the ETP, the Operator shall maintain for the Manager/Participant so registered the Personal Profile and the Personal Account in the analytical accounting system of the Operator.

4.1.10. Information on all modifications to the data of the Participant/Manager is stored on the ETP and is accessible for viewing through the Personal Profile of the Participant/Manager.



4.1.11. If the following information is changed: Taxpayer Identification Number (INN), Primary State Registration Number (OGRN) or name of the Participant/Manager, the Participant/Manager shall amend the registration data by filing an Application for Change of the Registration Data in the Personal Profile and attach the documents listed in clause 4.1.4. hereof. A notification on changing the registration data or refusal to change the registration data shall be sent to the Participant/Manager within five business days after receipt of the application for changing the registration data.

4.1.12. The Administrator, Manager/Participant shall, by carrying out registration activities, understand and agree that the Operator (or any other person authorised by the Operator) will process personal data owned by the User as follows: full name, contact phone number, passport details, place of work, title and other information which can become available to the Operator from the documents provided by the User/Manager/Participant. Hereby the Manager/Participant confirms that the User provides access to the personal data to unlimited range of persons and they are known to the general public according to requirements of Federal Law No. 152-FZ dated June 27, 2006 On Personal Data and any other regulations of the Russian Federation.

4.2. Registration of Users

4.2.1. Registration of employees of the Participant/Manager as Users authorised to sign documents with digital signature on behalf of registered Participants/Managers, but not registered as the Administrator of the Participant/Manager shall follow the procedure as described below:

4.2.1.1. The ETP Visitor shall fill in an application in the Limited Access Section of the ETP for adding a new User (hereinafter referred to as the User Registration Application) and send it for registration.

4.2.1.2. The User Registration Application shall be approved by the Administrator of the Participant/Manager, who defines the scope of authorisations of the User for the ETP (decision on provision of a certain set of authorisations to the User shall be made outside the ETP according to the respective internal document of the Participant/Manager).

4.2.1.3. If the User Registration Application is rejected by the Administrator, the reason thereof shall be provided.

4.2.1.4. The User shall be linked to the Participant/Manager registered on the ETP based on their identifiers (OGRN and INN) that the ETP Visitor indicates in the User Registration Application.

4.2.1.5. Promptly after the approval of the User Registration Application, the information on such User shall be published in the Personal Profile of the Administrator of the Participant/Manager and is available for viewing in the section View User Power of Attorneys.

4.2.1.6. The ETP Visitor shall be deemed registered on the ETP as the User upon approval of the User Registration Application by the Administrator of the Participant/Manager.

4.3. Gaining SME status by the Participant

4.3.1. The Participant being small and medium-sized business in accordance with Federal Law No. 209-FZ dated July 24, 2007 On Development of Small and Medium-Sized Business in the Russian Federation can gain SME status on the ETP both on or after the date of registration on the ETP. To gain SME status the Participant shall use the form of Registration Application of a Participant or a form of Application for Change of the Registration Data in which the Participant shall specify the following information and perform the following actions:

4.3.1.1 set a special SME identifier;

4.3.1.2 accompany the Registration Application or the Application for Change of the Registration Data with a declaration of conformity to the criteria of classification as SME drawn up in the form approved by Regulation of the Government of the RF No. 1352 dated December 11, 2014 On Peculiarities of



Participation of SME in Procurement of Goods, Works and Services by Certain Types of Legal Entities (hereinafter referred to as the “Declaration”).

4.3.2. The Operator shall assign SME status to the Participant as follows:

- if SME status is gained in the process of registration of the Participant on the ETP – concurrently with making a decision on registration of the Participant on the ETP;
- otherwise – within 1 business day from the date of receipt of the Participant’s Application for Change of the Registration Data filled in and accompanied by the documents listed in cl. 4.3.1 hereof.

4.3.3. The Participant shall operate the ETP as SME from the date of assignment of SME status by the Operator. The tariff for SME can be activated by the Participant from the date of assignment of SME status thereat terms and conditions of earlier activated Tariffs shall not be changed.

4.3.4. SME status shall be assigned for 1 year. In order to renew the SME status the Participant shall perform the actions specified in cl. 4.3.1 hereof.

4.3.5. If the Participant no longer meets the requirements to small and medium-sized businesses in accordance with Federal Law No. 209-FZ dated July 24, 2007 On Development of Small and Medium-Sized Business in the Russian Federation it shall notify the Operator thereof within 15 calendar days. IN such a case the Participant shall fill in the form of Application for Change of the Registration Data and set a special identifier “Not SME” in it. Within 1 business day from the date of receipt of the Participant’s form of Application for Change of the Registration Data the Operator shall cancel the SME status thereat terms and conditions of earlier activated tariffs shall not be changed.

4.3.6. The Participant shall be notified on assignment and cancellation of SME status.

Section 5. Personal Accounts of the Participants

5.1. Opening the Personal Account

5.1.1. The Operator shall open a Personal Account for the Manager/Participant on the date of the decision to register the Manager/Participant on the ETP.

5.1.2. The Operator shall inform the Manager/Participant on the opening of the Personal Account by sending a notification through the Personal Profile and by e-mail about its registration on the ETP with indication of the Personal Account details.

5.1.3. The Operator shall not be liable for erroneous transfer or failure to transfer the funds due to mistakes in the details provided by the Manager/Participant in the payment documents.

5.2. Maintaining the Personal Account

5.2.1. All the transactions through the Personal Account shall be conducted in Russian rubles.

5.2.2. Information on the balance and transaction history of the Personal Account shall be accessible online to the Manager/Participant in their Personal Profile on the ETP.

5.2.3. The Personal Account reflects funds transferred from any account based on a payment instruction of the Manager/Participant or any other person with payment reference “Payment for the Manager Tariff, Agreement No. __ dated __, Personal Account _____” or “Transfer to Personal Account No. _____.”

5.2.4. All the funds received from the Participant shall be reflected by the Operator on the Personal Account and may be further used for the Participant's obligations to the Operator on payment for the tariff chosen by the Participant according to the Tariff Plan; as security of the Participant's obligations to the Operator on payment of the fee stipulated by the tariff in case it is approved as a successful bidder of the Procurement Procedure (hereinafter referred to as the Participant's Obligations Security); for payment of the fees stipulated by the tariff in case of approval of the Participant as a successful bidder of a Procurement Procedure (hereinafter referred to as the “Fee”).



Funds received from the Manager in payment for the tariff according to the Tariff Plan shall be accounted by the Operator on the Personal Account for the purpose of reflection by the Operator of the fact of fulfilment of the Manager's obligations on payment for the tariff and informing the Manager thereof.

5.2.5. The Participant shall hereby authorise the Operator to make all necessary payments out of the funds posted to the Personal Account in order to fulfil the Participant's obligations of Participant's Obligations Security, Participant's payment for the tariff according to the Tariff Plan, and payment of the Fee.

The Participant shall hereby agree that the Operator shall be entitled to block the funds posted to the Personal Account as Participant's Obligations Security.

5.2.6. The Operator shall post the funds to the Personal Account of the Manager/Participant after receipt of information from the financial institution on crediting of the respective funds paid by the Manager/Participant or any other person to the current account of the Operator. Information on receipt of funds shall be updated by the Operator at least once a day on business days. Identification of payments and posting of funds to the Personal Account of the Manager/Participant shall be performed based on the INN or Personal Account number of the Manager/Participant; however, the Personal Account number of the Manager/Participant shall prevail.

5.2.7. The Participant's funds shall be refunded by the Operator based on the Participant's refund application to the current account of the Participant indicated in the refund application according to the terms and conditions of these Regulations.

5.2.8. The Manager/Participant shall have the right to change details of the current account indicated by it in the Personal Profile. The Operator shall not be liable for accuracy of the details of the bank account indicated by the Manager/Participant in the Personal Profile.

5.2.9. An application for refund shall contain the amount of funds subject to refund and the Participant's current account to which such funds shall be refunded.

5.2.10. Refunds shall be made by the Operator within five business days after the receipt of the application. However, refund shall not be made if the balance unblocked by the Operator according to these Regulations is less than the amount indicated in the refund application.

5.2.11. The date of transfer of funds to the Participant shall be the date of write-off of such funds from the current account of the Operator, which the Participant shall be properly notified of.

5.2.12. If inaccurate bank details are provided and payment cannot be made, the Participant shall be notified of failure to perform the refund application.

5.2.13. The date of performance of the Participant's payment obligation shall be the date when such operation is posted to the Personal Account. The date of performance of the Manager's tariff payment obligation shall be the date of crediting such funds to the current account of the Operator.

Section 6. Access to Procurement Procedures through the ETP.

6.1. Participant Accreditation

6.1.1. General Provisions

6.1.1.1. The Accreditation procedure shall be carried out according to internal documents of the Customer and may be performed both with or without the ETP according to provisions hereof.

6.1.1.2. Information on the Customer's requirements to the documents provided for Accreditation shall be placed in the Public Section of the ETP at <http://rn.tektorg.ru>.



6.1.1.3. Documents for the Accreditation procedure may be filed both prior to participation in a Procurement Procedure and during the Procurement Procedure but not later than upon filing the application for participation in the Procurement Procedure. The ETP does not monitor timely filing of documents for the Accreditation procedure by the Participant.

6.1.1.4. Information on the results of Accreditation shall be reported by the Manager.

6.1.1.5. Accreditation through the ETP may be initiated by the Participant upon gaining Access to Procurement Procedures through the ETP.

6.1.1.6. In case of accreditation of the Participant outside the ETP, information about such accreditation shall be entered by the Manager by way of assignment of the accredited status to the Participant with indication of the period of accreditation "from __.__.__ to __.__.__."

6.1.2. Filing an Application for Accreditation

6.1.2.1. The Participant shall fill in the fields of the application for Participant's Accreditation in the Personal Profile.

6.1.2.2. The Participant shall provide complete and accurate information in its Accreditation application.

6.1.2.3. The Participant shall accompany the Accreditation application with the digitally signed electronic documents according to requirements of the Customer's internal documents. The Participant may not file the documents for Accreditation as a part of the Application for Participation of the Procedure.

6.1.2.4. The Participant's Accreditation application shall be delivered to the Manager's Personal Profile upon signing thereof by the Participant and shall be deemed received by the Manager.

6.1.2.5. The Manager shall accept the Accreditation application for consideration or decide on refusal to consider this application within the period stipulated by the Customer's internal documents.

6.1.2.6. A decision on the Participant's accreditation or refusal of accreditation shall be made by the Manager according to the Customer's internal documents.

6.1.2.7. If the Manager decides to refuse to accept documents for Accreditation, the Participant shall be entitled to re-fill in the Accreditation application.

6.1.2.8. To change the bank details or documents of the accredited Participant prior to the expiration of the Accreditation, the Participant shall act according to the Customer's internal documents and, where necessary, re-file its Accreditation application.

6.2. List of Procurement Procedures which can be Organised Electronically on the ETP of CJSC TEK-Torg. Information on Procurement Procedure conducted Outside the ETP Placed by the Customer on the ETP

6.2.1. The following Procurement Procedures are held on the ETP according to the Customer's internal documents:

6.2.1.1. **BID** means a competitive procurement process being a tender as a result of which a successful bidder is chosen, which, according to the opinion of the tender committee (procurement body with the authorities of the tender committee) previously nominated by the Bid Manager, has offered the best contractual terms and conditions according to the criteria and procedure of evaluation and comparison of applications set forth in the tender documents based on the Customer's procurement regulation, with which the Customer enters into a contract according to the tender documents.

6.2.1.2. **AUCTION** means a competitive procurement process being a tender as a result of which a successful bidder is chosen based on an offer of the lowest contractual price or (unless otherwise provided by the auction documents), if during the auction the contractual price became equal to zero and the auction is held for the right to enter into the contract, based on an offer of the highest contractual price.



6.2.1.3. **REQUEST FOR PROPOSAL** means a competitive procurement process not being a tender, in which the successful participant is chosen if its application provides the best compliance with requirements of the documents on request for proposal according to the announced evaluation criteria and procedure.

6.2.1.4. **REQUEST FOR QUOTATION** means a competitive procurement process not being a tender, in which the only evaluation criterion for choosing a successful participant is the lowest price, provided all other requirements are complied with.

6.2.1.5. **COMPETITIVE NEGOTIATION** means a competitive procurement process not being a tender, where the procurement manager, after negotiating with several participants held according to the procedure stipulated by the competitive negotiation documents, enters into a contract with the participant who offers the best terms and conditions.

6.2.1.6. **MINOR PROCUREMENT** means a competitive procurement process not being a tender, where a contract is entered into based on the results of analysis of the market carried out by the procurement initiator.

The Procurement Procedures listed in clauses 6.2.1.1–6.2.1.6 of these Regulations are described in detail in the Customer's procurement regulation.

6.2.2. On the ETP, the Customer shall be able, according to clause 6.3 of these Regulations, to publish the final protocol on choosing the vendor if the Customer decides to pursue the procurement from a single vendor through a non-competitive procurement method, where the Customer sends an offer to enter into a contract to a certain entity or accepts an offer on entering into a contract from a single entity without consideration of competitive offers, such procedure being held outside the ETP in non-electronic form.

6.3. Generating and Filing Documents on the ETP by the Manager and Other Actions in course of Procurement Procedures

6.3.1. Upon publishing documents about the procurement held, the Manager shall comply with these Regulations, Federal Law No. 223-FZ dated July 18, 2011 On Procurement of Goods, Works and Services by Certain Types of Legal Entities and any other regulations of the Russian Federation governing procurement of goods, works and services, and the Customer's procurement regulation. The Manager shall operate the ETP according to the User Manual for the Electronic Trading Platform of CJSC TEK-Torg (User Manual for Managers of Procurement Procedures).

When generating and publishing the documents on the ETP the Manager shall not be allowed to upload password-protected archives.

6.3.2. A notification on procurement shall be generated by the User of the Manager/Customer in the Personal Profile.

6.3.3. A notification on procurement shall be published by the User of the Manager/Customer in the Personal Profile by signing thereof with the User's DS.

6.3.4. If the Manager makes changes to the Procurement Procedure, Notifications on Changes shall be generated and sent through the ETP to the Personal Profiles of the Participants which, at the moment of such changes, has already filed applications for participation in such Procedure.

6.3.5. If the Manager cancels the Procurement Procedure, Notifications on Cancellation shall be generated and sent through the ETP to the Personal Profiles of the Participants which, at the moment of such cancellation, has already filed applications for participation in such Procedure.

6.3.6. Within one business day from notification of the Participants on cancellation of the Procurement Procedure, the Operator shall release the funds blocked by the Operator as a part of the Participants' Obligations Security in connection with their participation in such Procurement Procedure, on the Personal Accounts of the Participants, which filed the application for participation in the Procedure.



6.3.7. Based on the results of the Procurement Procedure, the Manager shall publish the protocol of the Procedure results on the ETP. The protocol of the Procedure results shall be published by the User of the Manager/Customer in the Personal Profile.

6.3.8. In case of publication by the Manager of protocols and acts related to the Procurement Procedure on the ETP, including those stipulated by the phases of the Procedure, corresponding notifications shall be generated and sent through the ETP to the Personal Profiles of the Participants which filed applications for such Procedure.

6.3.9. The Manager shall be liable for accuracy of the information contained in the documents and informational files, including for use of the DS.

6.4. Generating and Filing Documents on the ETP by the Participant and Other Actions in course of Procurement Procedures

6.4.1. Upon generating and filing documents with the ETP, the Participant shall comply with these Regulations, Federal Law No. 223-FZ dated July 18, 2011 On Procurement of Goods, Works and Services by Certain Types of Legal Entities and any other regulations of the Russian Federation governing procurement of goods, works and services, and the Customer's procurement regulation. The Participant shall operate the ETP according to the User Manual for the Electronic Trading Platform of CJSC TEK-Torg (User Manual for Participants of Procurement Procedures).

When generating and publishing the documents on the ETP the Participant shall not be allowed to upload password-protected archives.

The information provided by the Participant when filling in the forms of the documents on the ETP as a part of an Application for Participation in the Procurement Procedure shall not be duplicated in the appended documents unless otherwise stipulated in the Manager's internal documents.

6.4.2. Applications for participation in Procedures stipulated by these Regulations shall be generated by the Participant's User in the Personal Profile.

Applications for participation in Procedures stipulated by these Regulations shall be filed by the Participant's User by digitally signing thereof by the User.

6.4.3. Applications for participation in Procedures shall be generated and filed by the Participant within the period indicated by the Manager in its notification on the Procedure as the final date and time for acceptance of applications, provided that the terms and conditions set forth in clause 6.4.5 hereof are complied with.

6.4.4. After publication by the Manager of the procurement documents on the ETP, the Participant may file, in its Personal Profile, a request for explanation of its terms and conditions with the Manager. This request shall be made according to requirements of the Manager/Customer set forth in the procurement documents and sent in form of a scanned copy. Requests sent by the Participant to the Manager in violation of any requirements set forth in this clause of the Regulations will not be accepted by the Manager.

Requests for explanation of provisions of the procurement documents shall not include applications for participation in Procedures.

6.4.5. An application for participation in the Procedure shall not be accepted on the ETP in the following cases:

- the application is not digitally signed by the Participant's User;
- the application is filed after the expiration of the application filing deadline;
- balance of the Participant's Personal Account is not enough to cover the Participant's Obligations Security to the Operator with respect to payment of the Successful Bidder Fee under the respective Procurement Procedure, where such Fee is subject to payment according to the Tariff Plan;



- the Participant failed to pay for the Operator's services according to the Operator's Tariff Plan if such payment shall be effected according to the Operator's Tariff Plan.

6.5. Participant's Obligations Security

6.5.1. The Participant shall, as security for its obligations to the Operator on payment of the Successful Bidder Fee, if such Fee is subject to payment according to the Tariff Plan, ensure that the Personal Account contains funds in the amount enough for fulfilment of such obligations.

6.5.2. The Operator shall block funds of the Participants on their Personal Accounts as a part of the Participants' Obligations Security to the Operator in the amount stipulated by the Operator's Tariff Plan if such Fee is subject to payment according to the Tariff Plan. A respective entry on blocking funds shall be made to the Participants' Personal Accounts upon filing an application for participation in the Procedure.

6.5.3. Blocked funds are not free, and the Participant may not use them for filing other applications or return them to its current account or use for payment for the Operator's services.

6.5.4. After publication of the selection protocol of the Procedure by the Manager on the ETP, the Operator shall, within one business day, release the funds which were blocked as a part of the Participant's Obligations Security by making respective entries to the Personal Accounts of the Participants who were not allowed to participate in the Procedure.

6.5.5. After publication of the protocol of results of the Procedure by the Manager on the ETP, the Operator shall, within one business day, release the funds which were blocked as a part of the Participants' Obligations Security by making respective entries to the Personal Accounts of the Participants who filed applications for participation, except for the Participant who became the Successful Bidder under the Procurement Procedure.

6.5.6. If the Participant withdraws its application for participation in the Procedure prior to the end of the application filing period provided for in the procurement documents, the Operator shall, within one business day after the day of withdrawal of such application, release the blocked funds of the Participant in the amount initially blocked in connection with participation in this Procurement Procedure.

6.6. Reporting Documents and Execution of a Contract between the Participant and the Customer on Completion of the Procedure

6.6.1. According to the results of the Procurement Procedure prepared by the Manager, the Operator shall issue and send to the announced Successful Bidder of the Procurement Procedure accounting documents on the results of the Procurement Procedure in paper form as and when stipulated by clause 7.8 hereof except when the Successful Bidder of the Procurement shall not pay the Fee according to the Tariff Plan.

A contract on completion of the Procedure shall be entered into by the Customer outside the ETP as stipulated by internal documents of the Customer. The Operator shall not participate in execution and performance of the contracts entered into on completion of the Procedure. The Operator shall not provide any special functionality for execution of contracts in electronic form.

6.6.2. In the cases stipulated by the procurement documents, the Operator shall ensure functionality to select the next Participant for entering into a contract with the Customer, if the Participant with which the Customer shall enter into the contract upon completion of the Procedure avoids entering into the contract.

6.6.3. Any settlements under the contract entered into by and between the Customer and the Participant shall be made by them independently according to the terms and conditions of the contract, without participation of the Operator.



Section 7. Pricing Policy

7.1. The cost of provision of Access to Procurement Procedures through the ETP to the Managers and the Participants, and Successful Bidder Fee under the Procurement Procedure shall be defined by the Operator in the Operator's Tariff Plans which can be found at <http://rn.tektorg.ru>, and shall be paid by the Managers and the Participants as stipulated by this Section of the Regulations.

7.2. Payment for Access to Procurement Procedures through the ETP made by the Manager/Participant, any operations related to the Participant's Obligations Security, payment of the Fee shall be effected by the Operator using the Personal Account of the Manager/Participant.

The Manager/Participant hereby authorises the Operator and agrees that the Operator will independently perform all required actions with regard to the Personal Account of the Manager/Participant related to posting of the amounts of payment for Access to Procurement Procedures through the ETP, Fee and Participant's Obligations Security in course of Procurement Procedures.

7.3. The Manager shall choose the tariff from the Tariff Plan and inform the Operator of its choice without use of the ETP software and pay for Access to Procurement Procedures through the ETP based on an invoice issued by the Operator. The date of the Manager's payment for Access to Procurement Procedures through the ETP shall be deemed the date of crediting such funds to the current account of the Operator.

Information on the Manager's payment for Access to Procurement Procedures through the ETP shall be posted by the Operator to the Manager's Personal Account and shall be available to the Manager in the Personal Profile on the date of the respective entry on the Personal Account.

7.4. Participants shall pay for Access to Procurement Procedures through the ETP according to the Tariff Plan of the Operator effective as of the date of Tariff Activation as follows:

7.4.1. After registration on the ETP, the Participant shall transfer funds to its Personal Account in the amount sufficient for payment according to the tariff chosen according to the Tariff Plan.

7.4.2. The tariff is chosen by the Participant in its Personal Profile by checking the respective option in the form "Tariff Plan selection".

The tariff is activated provided that there are enough funds on the Personal Account. In case of insufficiency of funds on the Personal Account, the Participant may not choose the tariff and will see the notification of insufficiency of funds and that the Personal Account shall be replenished. If necessary, the Participant may generate an instruction on the ETP for transfer of funds for payment for the tariff.

7.4.3. Upon Tariff Activation, the Operator shall record the reduction of the balance of the Participant on its Personal Account for the amount of the payment for such tariff.

7.4.4. A notification shall be sent to the Participant about Tariff Activation and the payment made to the e-mail of the User with Accountant authorisation or, if no such User is registered, to the e-mail of the Administrator.

7.4.5. If according to the chosen tariff, the Participant incurs an obligation to pay the Fee, such payment shall be made with posting to the Participant's Personal Account from the funds blocked on the Personal Account as stipulated by clause 7.3. of these Regulations, within one business day after placement of the protocol of results of the respective Procedure on the ETP by the Manager.

The Operator shall have the right to make entries to the Personal Account to block the amount of funds required for fulfilment by the Participant of its Fee payment obligations to the Operator upon filing the Application for Participation in the Procedure by the Participant as stipulated by clause 6.5 hereof.

7.5. The Participant's payment for Access to Procurement Procedures through the ETP and Fee according to the chosen tariff shall be deemed made when the Operator makes an accounting entry on reduction of the balance of the Participant's funds on the respective Personal Account for the amount of the respective tariff or Fee.



7.6. If the Manager/Participant fails, before expiration of the period of Access to Procurement Procedures through the ETP, to exercise its rights or waves the rights granted to them in form of Access to Procurement Procedures through the ETP and in the cases described in clause 9.2 of these Regulations or in case of termination of the operating agreement for Electronic Trading Platform of CJSC TEK-Torg (Procurement Procedures), Section of OJSC Rosneft Oil and Gas Company, the amount of payment for the tariff shall not be refunded to the Manager/Participant.

7.7. As of the date of Tariff Activation by the Participant or the date of payment for the tariff by the Manager, the Operator shall, without use of the ETP software, issue an act of Access to Procurement Procedures through the ETP (hereinafter referred to as the "Act") and invoice and send the said documents by registered mail with return receipt or courier to the Manager/Participant. The Act shall be signed by the Participant/Manager within 10 business days upon receipt. If within the said period the Participant/Manager fails to sign the Act or provides motivated refusal to sign thereof, the Operator's obligations on provision of Access to Procurement Procedures through the ETP shall be deemed fulfilled in full and with due quality and the Act shall be deemed signed.

The Act and the invoice can be generated, signed and sent by the electronic workflow system if the Manager/Participant interacts with the Operator via such electronic workflow system. In such a case the Act and the invoice shall not be prepared in paper form.

7.8. Within five business days after payment of the Fee by the Participant according to clause 7.4.5 of the Regulations, the Operator shall, without use of the ETP software, issue an act of provision of the announced Successful Bidder of the Procurement Procedure with accounting documents on the results of the Procurement Procedure in paper form and invoice, and together with the accounting documents on the results of the Procurement Procedure in paper form sends them by registered mail with return receipt or by courier to the Participant. The Act shall be signed by the Participant within 10 business days upon the receipt. If within the said period the Participant fails to sign the Act or provide motivated refusal to sign thereof, the Operator's obligations shall be deemed fulfilled in full and with due quality and the Act shall be deemed signed.

The Act and the invoice can be generated, signed and sent by the electronic workflow system if the Manager/Participant interacts with the Operator via such electronic workflow system. In such a case the Act and the invoice shall not be prepared in paper form.

7.9. The Operator, the Manager and the Participant agree that diversity in time of the dates of payment and counter-performance according to the payment procedure stipulated in these Regulations shall not be the reason for establishment of corporate lending relations between the Operator, the Manager and the Participant. Legal interests on the amount outstanding for the period of using the funds under monetary obligations shall not be accrued and the relations between the Operator, the Manager and the Participant shall not be subject to clause 1 of article 317.1 of the Civil Code of the Russian Federation from June 01, 2015.



Section 8. Peculiarities of the ETP Operation and Addressing Emergencies

8.1. Peculiarities of the ETP Operation

8.1.1. The Operator shall ensure operability and functioning of the ETP according to requirements set forth in the effective Russian laws and these Regulations.

8.1.2. The Operator shall ensure continuity of the Procedures, reliability of the software and hardware used for the Procedures and equal access for Managers/Participants to Procedures held on the ETP, depending on their roles.

8.1.3. The Operator shall ensure use of hardware and software anti-virus protection tools; protection of the information contained in the documents provided by the Participants, including security of such information, prevention of information destruction, unauthorised modification and copying thereof, violation of the normal mode of information processing, including technological interaction with other information systems.

To enable the Operator ensuring of continuity of the Procedures, reliability of the software and hardware used for the Procedures the Manager and the Participant shall be prohibited to upload password-protected archives when generating and publishing the documents on the ETP.

8.1.4. The Operator shall ensure use of the data encryption tools certified according to Russian laws with respect to the documents provided by the Managers and the Participants and stored digitally by software and hardware of the ETP.

8.1.5. For the purpose of securing information from unauthorised access, changes of data of internal system logs, received application logs, protection from interference with data transmitting systems in course of Procedures both from internal users and from external users, certified software shall be used as applicable to protect the system from the above mentioned ways of modification of information.

8.1.6. The Operator shall use tools for backup and recovery of information according to the Operator's data backup and recovery policy.

8.1.7. Information security procedures shall be defined according to approved internal documents of the Operator.

8.1.8. Personal data processing for the purpose of identification of the declarant of the personal data on the ETP shall be performed both by the Operator itself and by other persons registered on the ETP; and without such identification the Operator shall not be able to deliver the full range of services defined in these Regulations.

8.1.9. The Operator shall define requirements to hardware and technical equipment of the Participants and the Managers required to operate the ETP.

8.1.10. The Operator shall carry out routine maintenance and change of the ETP to ensure quality of rendered services. The date and time of such routine maintenance shall be defined by the Operator at its sole discretion; however, the Users of the ETP must be notified by placement of such information on the ETP at least three days prior to the date and time of commencement of such routine maintenance and such notification shall contain the commencement and completion date and time. The total period of routine work shall not exceed 72 hours per month.

8.1.11. The Operator shall on a daily basis, from 00:30 a.m. to 01:30 a.m. Moscow time perform maintenance on the ETP for backup purposes. During this period the Manager/Participant will not be able to operate on the ETP.

8.2. Emergencies



8.2.1. Emergency is a situation that resulted from force majeure, i.e. emergent and inevitable circumstances under the existing conditions (natural disasters, acts of terrorism, diversions and sabotage, strikes, change of the political regime and other political woes, changes in laws, decisions of legislative and/or executive authorities, warfare, social disorders and other circumstances beyond reasonable control of the Operator, provided that such circumstances directly affect the Operator's fulfilment of its obligations;

as well as circumstances caused by technical and organisational reasons, including technical failures resulting from troubles and failures of equipment, failures and errors of software, failures, troubles and faults of communications systems, power supply systems, air conditioning and other life support systems.

The Operator shall not be liable for failure to fulfil its obligations under these Regulations if it is due to emergency.

8.2.2. All decisions related to assigning the situation an emergency status, inter alia the ones affecting holding of Procurement Procedures shall be made by the authorised board of the Operator and communicated to Participants/Managers through the ETP or any other available means. The Operator's decisions regarding settlement of emergencies shall be binding on Participants/Managers.

8.2.3. If in course of Procurement Procedures the Users lose access to the ETP, all their documents filed through the ETP prior to loss of access shall be saved.

8.2.4. If case of emergency, repair work is performed on the ETP.

8.2.5. In case of emergency on the ETP, the Operator shall at its sole discretion decide on the time and date of commencement and completion of work on elimination of the emergency; however, it must notify the Users through publication of corresponding information on the Operator's website, provided that the ETP is operable. Provided the above mentioned terms and conditions are complied with, the Operator shall be entitled, for the period of routine and repair work, to refuse actions of the Participant/Manager as stipulated by these Regulations.

8.2.6. Procedures carried out at the moment of emergency shall resume within two (2) business days after elimination of the emergency unilaterally or, if the corresponding decision (instruction) of the Manager/Customer is sent to the Operator as an electronic document or in paper form, within the period stipulated by such decision (instruction).

8.2.7. The Operator shall not be liable for any losses (including real damage and loss of profit) which may be incurred by the Participant/Manager in connection with any emergency.

Section 9. Liabilities and Dispute Settlement

9.1. The Participant/Manager is liable for breach of the rules of operation on the ETP as stipulated by these Regulations and the Russian laws.

9.2. If the Manager/Participant violates any requirements of laws and other regulations of the Russian Federation, these Regulations, other internal documents of the Operator, fails to fulfil (unduly fulfils) its obligations arising as a result of operating the ETP, including managing Procurement Procedures, the Operator may suspend Access to Procurement Procedures through the ETP or withdraw the status of Manager/Participant. If the Operator decides on withdrawal of the status of Manager/Participant, the Operator shall send a notification on termination of the operating agreement for Electronic Trading Platform of CJSC TEK-Torg (Procurement Procedures), Section of OJSC Rosneft Oil and Gas Company, at least 10 calendar days prior to such termination.



9.3. The Operator shall have the right to disclose the information about the Participant's/Manager's failure to fulfil their obligations on the Operator's website.

9.4. The Operator shall not be liable for any damage, loss or other costs incurred by the Participant/Manager due to its failure to comply with requirements of these Regulations as well as in the following cases:

9.4.1. If the User's computer hardware and software do not correspond to requirements for operation of the ETP.

9.4.2. Any software and hardware limitations and settings of computers of the Participant/Manager which do not allow the Participant's/Manager's Users to fully operate the ETP.

9.4.3. Impossibility to operate the platform due to virus infection on the Participant's/Manager's computers (in this case the ETP will block upload of any files to the ETP from any computers infected with computer viruses).

9.4.4. Failures and limitations of network systems and failures of software and hardware of the Participant/Manager that result in unpredicted and unforeseen temporary unavailability of the Internet and inability to perform the Participant's/Manager's functions in full.

9.5. The Operator shall not be liable for any losses incurred by the Participant/Manager due to lack of awareness of information related to operation of the ETP, including:

9.5.1. User's lack of awareness of provisions of these Regulations, negligence and undue fulfilment of all the requirements provided for in these Regulations which resulted in taking any additional, excessive, redundant or unplanned obligations and adversely affected business and good standing of the Participant/Manager.

9.5.2. Actions taken through the ETP by the third parties due to their incompetence or lack of awareness of these Regulations and effective Russian laws which resulted in the User taking any additional, excessive, redundant or unplanned obligations to other Users of the ETP.

9.6. The Manager shall be liable for accurateness of the data and information published by it on the ETP in any of its sections. If the Manager carried out the actions related to the Procedures not within the periods stipulated by the documents and/or laws, it shall be held liable according to Russian laws.

9.7. All the disputes arising between the Operator and the Participant/Manager shall be settled through negotiations and, if mutual decision cannot be achieved, shall be escalated to the Moscow Arbitration Court or to general jurisdiction court according to the effective Russian laws.

Section 10. Transitional Provisions

10.1. These Regulations shall apply to all the Managers and the Participants registered on the ETP prior to the effective date of these Regulations and continuing their activities on the ETP after the effective date of these Regulations.

10.2. The Participants who have been registered on the ETP prior to the effective date of these Regulations shall, by activating the tariff for the first time, accept in general the terms and conditions set forth in these Regulations and are considered to have entered into an operating agreement for the Electronic Trading Platform of CJSC TEK-Torg with the Operator since the Tariff Activation date.

Section 11. Version precedence

11.1. If these Regulations are translated into other languages and if there are differences between two versions of the same text provisions of these Regulations in Russian shall prevail.