

APPROVED BY

the Board of Directors of
TEK-Torg JSC

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**REGULATIONS ON OPERATIONS
on the Electronic Platform of TEK-Torg JSC
in the Section “Procurement Procedures of Rosneft”**

(version 8)

Moscow, 2019

SECTION 1. TERMS AND DEFINITIONS

ELECTRONIC PLATFORM OF TEK-TORG JSC IN THE SECTION “PROCUREMENT PROCEDURES OF ROSNEFT” (ETP) is the website at <https://www.tektorg.ru/rosneft>, **where procurement procedures are conducted electronically.**

AUTHORIZATION - getting access to the private part of the ETP upon successful verification of the entered login-password pair.

ARRANGER’S ADMINISTRATOR - an employee of the Arranger/Customer authorized to act on behalf of the Arranger/Customer, who implemented on the ETP the steps for the Arranger’s/Customer’s accreditation and is empowered, inter alia, to accredit and define the roles of the Arranger’s Users.

PARTICIPANT’S ADMINISTRATOR - an employee of the Participant authorized to act on behalf of the Participant, implemented on the ETP the steps for the Participant’s accreditation and empowered, inter alia, to accredit and define the rights of the Participant’s Users.

ACCREDITATION WITH THE CUSTOMER – procedure for verification by the Customer of the Participants` compliance to the minimum requirements established in respect of their legal status, business solvency, good standing and goodwill performed as part of due diligence, anti-corruption and fraud prevention actions.

RATE ACTIVATION - the Operator’s actions to enroll the rate chosen by the Participant according to the Rate Schedule subject to the Participant’s fulfilment of the terms and conditions set out in these Regulations.

ATOMIC CLOCK - time synchronization tool of the ETP server synchronized by the ETP access to one of precise time servers via NTP (NetworkTimeProtocol - network protocol for synchronization of system clock of a server or a computer); synchronization is performed every 24 hours, once a day.

INTERNAL DOCUMENTS - the Operator’s documents as defined in clause 2.1.5. of the Regulations.

CONTRACT FOR ADDITIONAL SERVICES - a Contract for Additional Services concluded subject to the terms and conditions defined in the Operator’s standard form, according to which the Operator provides additional services facilitating commencement of or supporting the Arranger’s and the Participant’s operations on the ETP and which are deemed supplementary to the services provided by the Operator under these Regulations.

CONTRACT - a Contract entered into by the Customer on completion of the Procurement Procedure and the Participant declared the winner in, or the sole participant of, the Procurement Procedure.

ACCESS TO THE ETP PROCUREMENT PROCEDURES - the Operator’s enabling the Arranger to perform on the ETP all actions required to organize and conduct the Procurement Procedures on the ETP and enabling the Participant to perform on the ETP all actions required to take part in the Procurement Procedures on the ETP.

CUSTOMER–Rosneft or the Group Entity which needs are satisfied by the procurement.

PROCUREMENT ACT - Federal Law No. 223-FZ (223-ФЗ) as of July 18, 2011 On Procurement of Goods, Works and Services by the Certain Types of Legal Entities.

ETP PRIVATE PART - the ETP part containing the User Profiles of the Customer, the Arranger and the Participant, which is accessible only to the Arranger’s or the Participant’s Users upon the Authorization and enabling performance of all actions according to these Regulations. The Authorization form for access to the ETP Private Part is available when clicking “Sign in” in the ETP Public Part located on the Internet at <https://www.tektorg.ru/rosneft>.

COMPETITIVE PROCUREMENT (PROCUREMENT PROCEDURE, PROCEDURE, PROCUREMENT) - procurement procedure conducted in simultaneous compliance with the following conditions: information on such procurement is provided by a) posting in the Unified Information System and/or on the Company's website to be publicly accessible or b) by sending a targeted invitation to take part in a private procurement at least to 2 persons able to deliver goods, works or services which are the procurement items; c) the procurement item is described in procurement documents according to the rules and requirements established by laws of the Russian Federation and Procurement Regulations of the Primary Customer.

SME-ONLY PROCUREMENT PROCEDURE (PROCUREMENT) - procurement procedure which participants can only be SME (small and medium-sized enterprises) subject to clause 3.4. of Federal Law No. 223-FZ as of July 18, 2011 On Procurement of Goods, Works and Services by the Certain Types of Legal Entities.

PROCUREMENT PARTICIPANT'S APPLICATION (APPLICATION) - a set of documents of the Participant containing the offer to conclude a contract under the certain terms and conditions and other information/documents, prepared in the form and provided in the manner as prescribed in the procurement documents.

USER PROFILE - collection of information accessible to the Arranger's or the Participant's User upon the Authorization of such User.

CUSTOMER ACCOUNT - analytical records maintained by the Operator to account the Arranger's and the Participant's monetary funds.

LOT - the need of products having shared features and expressly distinguished in the procurement documents.

DIVISIBLE LOT - the Lot that can be divided among several Winners.

ETP OPERATOR (OPERATOR) - TEK-Torg Joint-Stock Company.

PROCUREMENT ARRANGER (ARRANGER) - Rosneft, the Group Entity or other person conducting the Procurement Procedure directly.

PRIMARY CUSTOMER - Rosneft.

ETP PUBLIC PART - the ETP part containing public information accessible to anyone via the Internet.

USER - an individual representing the Arranger/Customer or the Participant, who passed the ETP accreditation in accordance with Section 4 hereof.

ETP VISITOR - an individual who has got an account, login and password for the Authorization on the ETP but has not passed the ETP accreditation procedure according to Section 4 hereof.

PROCUREMENT REGULATIONS OF THE PRIMARY CUSTOMER - the effective version of the company's Regulations on procurement of goods, works and services available to the public on the Internet at <http://zakupki.rosneft.ru/statements>

SOFTWARE - facilities consisting of programs, procedures and rules related to the ETP operation.

REGULATIONS - Regulations on Operations on the Electronic Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft" including any alterations and amendments introduced by the Operator into these Regulations.

FEE OR THE WINNING PARTICIPANT FEE - the fee for obtaining of the information facilitating conclusion of the Contract that is payable by the Participant announced the winner of the Procurement Procedure in the cases stipulated by these Regulations and the terms and conditions of the Rate Schedule.

SME - Participants being the economic entities (legal entities and individual entrepreneurs) classified, according to the conditions defined by Federal Law No. 209-FZ (209-

Ф3) as of 24 July 2007 On Development of Small and Medium-Sized Business in the Russian Federation, as small enterprises, including to micro- and medium-sized enterprises.

INFORMATION PROTECTION FACILITIES - software and hardware facilities ensuring security of the ETP data, i.e. saving their main features - availability, integrity, privacy, authenticity, to the extent determined by specifications of their usage.

RATE SCHEDULE - an internal document (internal documents) approved by the Operator's authorized body, containing the rates applied to the Arranger and/or the Participant.

QUICK START RATE - rates established by the Operator in the Rate Schedule, for which the Operator has defined a different term for the ETP accreditation as compared to the same stipulated in clause 4.1.5. hereof and has provided the Access to the ETP Procurement Procedures in the manner different from the same stipulated in the first paragraph of clause 2.2.3. of these Regulations. The Quick Start Rate is not applicable to the SME-Only Procurement Procedures.

NOTICE - an electronic document sent by the ETP Operator to the Users' Profiles in the manner and cases defined by these Regulations. To the extent provided for hereby, text of the Notice shall be resent to the Users' e-mail addresses specified by them when getting the ETP accreditation.

CERTIFICATION AUTHORITY - a legal entity or an individual entrepreneur producing and issuing Digital Signature Verification Key Certificates and carrying out other functions stipulated by the Russian Federation laws concerning digital signatures.

PROCUREMENT PARTICIPANT (PARTICIPANT) - any legal entity (or several legal entities acting on the one part) regardless of organizational legal form, ownership form, location and place of capital origin; or any individual or several individuals acting on the part of one Participant of a procurement, including an individual entrepreneur or several individual entrepreneurs acting on the part of one Participant of a procurement. Upon expiration of the term for submission of applications for participation in the Procurement Procedure, the Procurement Participant is only deemed a person submitted an application for participation in the Procurement before expiration of the term specified in the Procurement documents for submission of applications.

WINNING PARTICIPANT - the Participant of the completed Competitive Procurement Procedure whose application is considered the best according to the criteria and in the manner established in the Procurement documents, or the sole Participant of the Procurement Procedure with whom it is decided to conclude a contract when the Competitive Procurement Procedure is declared void.

EMERGENCY SITUATION - situation, if resulting from force-majeure circumstances, i.e. extraordinary circumstances unavoidable under the given conditions (acts of God, acts of terrorism, subversion and sabotage, strikes, political regime change and other political woes, changes in laws, decisions of legislative and/or executive authorities, military activities, mass riots and other circumstances beyond reasonable control of the Operator, the Customer and the Arranger), as well as circumstances of technical and organizational origin, including, inter alia, technical malfunction arising from hardware faults and failures, software faults and failures, malfunction, faults and failures of systems of communications, power supply, conditioning and of other life support systems, and if such circumstances are affecting directly the fulfilment by the Operator, the Customer and the Arranger of their obligations.

ELECTRONIC DOCUMENT - documented information submitted in electronic format, i.e. in the human- and machine readable form, fit for transfer via information and telecommunication networks or processing in information systems.

Terms and definitions construed in this section of the Regulations and other terms specifically defined in the Regulations are introduced into these Regulations for convenience, can be used in the singular and in the plural and their meaning shall remain unchanged unless

otherwise is required by the context.

SECTION 2. GENERAL PROVISIONS

2.1. Scope of the Regulations

2.1.1. These Regulations set out the procedure for operation of the electronic platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft", procedure for arrangement and carrying out of procurement of goods, works and services with use of the electronic platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft", govern the relations arising between the Operator, the Arranger and the Participant in procurement of goods, works and services with use of the Electronic Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft", according to the effective laws of the Russian Federation, including Federal Law No. 223-FZ as of July 18, 2011 On Procurement of Goods, Works and Services by the Certain Types of Legal Entities, and ensure conditions for procurement of goods, works and services in compliance with the Primary Customer's Procurement Regulations.

2.1.2. The Regulations are prepared in accordance with the Civil Code of the Russian Federation, Federal Law as of July 26, 2006 No. 135-FZ (135-ФЗ) On Protection of Competition, Federal Law as of July 18, 2011 No. 223-FZ On Procurement of Goods, Works and Services by the Certain Types of Legal Entities, Federal Law as of April 06, 2011 No. 63-FZ (63-ФЗ) On Digital Signature, Federal Law as of July 27, 2006 No. 149-FZ (149-ФЗ) On Information, Information Technologies and the Protection of Information, Federal Law as of July 27, 2006 No. 152-FZ (152-ФЗ) On Personal Data, and other legislative acts.

2.1.3. The Regulations, alterations and amendments made thereto, as well as a new version of the Regulations, shall be effective on the date specified by the authorized body of TEK-Torg JSC.

2.1.4. Information on approval and effectiveness of the Regulations, alterations and amendments made thereto, a new version of the Regulations, as well as texts thereof, shall be published on the ETP Operator's website at <https://www.tektorg.ru/rosneft>.

2.1.5. The Regulations, other internal documents of the Operator adopted by them in respect of the ETP operations and defined as mandatory for the Arranger and the Participant (hereinafter – the "Operator's Internal Documents"), as well as User guides on operations on the Electronic Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft", shall be published by the ETP Operator on the website at <https://www.tektorg.ru/rosneft> and shall be absolutely and unconditionally acknowledged by, and be compulsory for, all Arrangers/Customers and Participants.

2.1.6. Information on approval of the Rate Schedules, alterations and amendments thereto, as well as text of the Rate Schedules, shall be published on the ETP Operator's website at least 5 business days before their effective date at <https://www.tektorg.ru/rosneft>. Provisions of this clause of the Regulations shall not be applicable to rates, commencement procedure and dates of which are established by laws of the Russian Federation.

2.1.7. The Regulations describe the terms and conditions under which the Operator enables the Arrangers and the Participants to use the ETP for procurement of goods, works and services. From the effective date of alterations and amendments to the Regulations, as well as of a new version of the Regulations, the Arrangers and the Participants shall use the ETP to procure goods, works and services under the terms and conditions described therein.

In using the ETP by the Primary Customer, provisions of these Regulations shall be applied subject to the provisions of clause 2.1.11. hereof.

2.1.8. A Contract for Operations on the Electronic Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft" shall be concluded by and between the Operator and the Arranger/the Participant by way of the Arranger's/the Participant's integral joining the terms and conditions set out in these Regulations, in the manner defined in clauses 2.1.9–

2.1.10. and Section 10 hereof. Provisions of this clause shall not be applicable to the Primary Customer.

2.1.9. A Contract for Operations on the Electronic Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft" shall be concluded by and between the Operator and the Arranger, excluding the Primary Customer, by way of signing of the Contract for Operations on the Electronic Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft" constituting a single document according to the standard form approved by the Operator, on the date of signing of the Contract by the parties thereto.

2.1.10. A Contract for Operations on the Electronic Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft" shall be concluded by and between the Participant and the Operator by way of the Participant's actions for obtaining the ETP Participant Accreditation and shall be deemed concluded upon the Accreditation of the ETP Participant as defined in clause 4.1.7. of these Regulations.

2.1.11. The Primary Customer shall use the ETP to arrange and conduct procurements subject to the terms and conditions established in the contract for the ETP use in procurement activities concluded by an between the Primary Customer and the Operator (hereinafter – the "Contract for the ETP Use"). Terms and conditions not covered by the Contract for the ETP Use shall be subject to these Regulations. In the event of conflict between the Procurement Regulations of the Primary Customer, Contract for the ETP Use and these Regulations, the Procurement Regulations of the Primary Customer and the Contract for the ETP Use shall prevail.

2.1.12. Non-fulfilment or improper fulfilment by the Arranger and the Participant of the Regulations and the Operator's Internal Documents shall entail responsibility stipulated by the current laws of the Russian Federation and in the cases and to the extent provided for by these Regulations.

2.2. General Rules of Operations on the ETP

2.2.1. To conduct operations on the ETP as the Arranger/the Participant, it is required to obtain the ETP Accreditation and conclude the Contract for Operations on the ETP with the Operator in the manner and subject to the terms and conditions set out in these Regulations.

2.2.2. When the ETP Accreditation is obtained, the Operator shall: enable the Arranger/the Participant to access the Private Part of the ETP: the Arranger/the Participant can view the list of the Procurement Procedures conducted on the ETP, information on the results of the Procurement Procedures, provide IT-consulting to the Arranger/the Participant on the issues of operations on the ETP; enable utilization of the User Profile and ensure the Customer Account maintenance.

Thereat, access to the SME-Only Procurement Procedures on the ETP shall be provided to the Arrangers/the Participants upon the ETP Accreditation and to all other Procurement Procedures – upon the event specified in clause 2.2.3. of the Regulations.

2.2.3. Access to the ETP Procurement Procedures, except for the SME-Only Procurement Procedures, shall be provided upon the Rate Activation by the Arranger/the Participant for the period allowed by the chosen rate according to the Rate Schedule. When the period of the Access to the ETP Procurement Procedures is expired, access for a new period shall be provided to the Arranger and the Participant subject to the Rate Activation for the new period.

As for the certain Procurement Procedures or their categories, in the cases stipulated by the terms and conditions of the Operator's Rate Schedule, the Access to the ETP Procurement Procedures can be provided to the Participant without the Rate Activation by the Participant. If this is the case, the Access to the ETP Procurement Procedure shall be provided to the Participant when the Arranger publishes on the ETP the notice of conduct of the Procurement and shall be terminated on the date when the Arranger publishes on the ETP the Procedure summing-up report.

2.2.4. When the Access to the ETP Procurement Procedures is obtained, the Arranger shall be entitled to conduct the ETP Procurement Procedures and the Participant shall be entitled to take part in the conducted ETP Procurement Procedures subject to the terms and conditions set out in the Regulations.

2.2.5. All actions performed by the User, who passed the ETP Authorization, shall be recognized as the actions of the Arranger or the Participant, on whose behalf the User is acting on the ETP, and shall create for them the respective rights and obligations.

2.2.6. In conduct of the ETP Procurement Procedure, the Arranger shall not accept the applications for participation in such Procedure submitted beyond the ETP.

2.2.7. Information specified by the Participant in the document created by filling in the document form on the ETP shall correspond to the information contained in the documents attached by the Participant to the document created by filling in the form on the ETP. In case of any controversies, information specified by the Participant in the document created by filling in the form on the ETP shall prevail.

2.2.8. The Arranger and the Participant shall notify their employees, whom they instruct to obtain the ETP Users Accreditation, that when they pass the Authorization and the Accreditation they publish their personal data on the open information resource, i.e. make their personal data generally accessible to the extent the same are requested by the Operator in the Users Authorization and the Visitors Accreditation.

The Arranger instructs the Operator to process personal data contained in the documents, published on the ETP, for the purpose of ensuring operation of the ETP and conduct of the Procurement Procedures. The Operator can do the following in respect of the personal data: collection, recording, classification, accumulation, storage, retrieval, usage, provision of access.

The Participant instructs the Operator to process personal data contained in the documents, published on the ETP, for the purpose of ensuring operation of the ETP and conduct of the Procurement Procedures, as well as for the purpose of obtaining the Accreditation with Rosneft. The Operator can do the following in respect of the personal data: collection, recording, classification, accumulation, storage, retrieval, usage, provision of access and transfer to third persons, with whom the Operator has concluded the respective contract for automated processing of the Participant's documents providing for, inter alia, the instruction to process the transferred personal data. Personal data, which can be transferred to a third person, may include: name, patronymic, surname, address, contact information, passport details, INN (Taxpayer Identification Number), SNILS (Personal Insurance Policy Number), position, place of work.

The Operator undertakes to comply with principles and rules of personal data processing as stipulated by Federal Law as of July 27, 2006 No. 152-FZ On Personal Data, ensure security of personal data in processing thereof and fulfil requirements to the processed personal data protection in accordance with Article 19 of Federal Law as of July 27, 2006 No. 152-FZ On Personal Data.

The Operator processes personal data according to Federal Law as of July 27, 2006 No. 152-FZ On Personal Data for the purposes of ensuring operation of the ETP and identification of the personal data subject on the ETP both by the Operator and other persons accredited on the ETP, and such activities enable the Operator to provide the full range of services for conduct of the ETP Procurement Procedures.

2.2.9. The Operator shall ensure the ETP integration with the Unified Information System for procurement activities in the manner prescribed by Federal Law No. 223-FZ as of July 18, 2011 On Procurement of Goods, Works and Services by the Certain Types of Legal Entities and other legislative acts regulating the procedure for conduct of procurements the access to which is provided via the Internet at: <http://zakupki.gov.ru>, and with the Customer's website: <http://zakupki.rosneft.ru>.

SECTION 3. ELECTRONIC DOCUMENT FLOW

3.1. The Participant, the Arranger and the ETP Operator shall exchange the information, related to obtaining the accreditation on the electronic platform and carrying out the Procurements, on the ETP, in the form of electronic documents. Electronic Documents of the ETP Operator shall bear enhanced qualified digital signature of the person empowered to act on behalf of the ETP Operator.

Electronic Documents of the Arranger shall bear enhanced qualified digital signature of the person empowered to act on behalf of the Arranger.

Electronic Documents of the Participant shall bear enhanced qualified digital signature of the person empowered to act on behalf of the Participant, except for the following case:

- non-residents of the Russian Federation taking part in the procurement procedures not regulated by Federal Law as of July 18, 2011 No. 223-FZ On Procurement of Goods, Works and Services by the Certain Types of Legal Entities can use also the following types of signatures defined according to the current laws of the Russian Federation: enhanced qualified digital signatures in case of registration of a foreign entity with tax authorities of the Russian Federation, in other cases enhanced non-qualified digital signatures are used.

3.2. Digital signatures shall be used subject to requirements of Federal Law as of April 06, 2011 No. 63-FZ On Digital Signature, other federal laws and subordinate legislative acts of the Russian Federation.

3.3. Enhanced (qualified, non-qualified) digital signature shall be verified using the ETP facilities according to the User Guide. If it is necessary to obtain the evidence of a digital signature correctness, an interested person shall apply to the Certification Authority, issued the respective Digital Signature Verification Key Certificate, in accordance with regulations of such Certification Authority.

3.4. Electronic Documents bearing digital signature (qualified, non-qualified) used on the ETP (hereinafter – the “DS”) shall have the same legal force as paper documents signed by hand and certified by the seal of the Operator, the Participant or the Arranger and entail legal implications for the respective party as stipulated for the certain document.

3.5. Time of creation, receipt and sending of all Electronic Documents on the ETP shall be fixed according to the time on the server where the ETP Software is operating. The ETP server time shall be synchronized with the Atomic Clock. The Operator shall be responsible for ensuring protection of time control system on the server, where the ETP Software is operating, from unauthorized exposure.

3.6. To carry out operations on the ETP, the Participant/the Arranger shall have a digital signature key, Digital Signature Verification Key Certificate issued by the Certification Authority, install the Hardware and the Software required to operate on the ETP in accordance with these Regulations and other Internal Documents of the Operator.

3.7. The Operator shall ensure storage of all Electronic Documents for 10 years.

3.8. The owner of Digital Signature Verification Key Certificate shall be responsible for safekeeping and proper use of digital signature keys as prescribed by the current laws of the Russian Federation.

The Arranger and the Participant shall be responsible for their Users` adherence to regulations on safety in use of digital signature and digital signature tools issued by the Certification Authority.

3.9. In the cases stipulated by the Regulations or the Internal Documents of the Operator, the Operator and the Arranger/the Participant can exchange the source accounting documents using the Electronic Document Flow System (EDF System), which can be operated by other person ensuring operation thereof subject to the rules established by such person (hereinafter – the “EDF System Operator” and the “EDF System Operator`s Rules”).

3.10. The EDF System Operator shall inform the Arrangers/the Participants about functionality and operating peculiarities of the EDF System by publishing the EDF System Operator's Rules on its website.

3.11. The Arranger/the Participant shall join the EDF System by filling in, in the User Profile, the Application for Joining the Service Contract Concluded by and between the Arranger/the Participant and the EDF System Operator.

SECTION 4. ACCREDITATION ON THE ETP

4.1. The ETP Arranger Accreditation, the ETP Participant Accreditation with the purpose of participation in the Procurements, except for the SME-Only Procurements

4.1.1. The ETP Arranger Accreditation shall be passed by the ETP Visitor empowered to act on behalf of the Arranger, upon its ETP Authorization.

4.1.2. The ETP Participant Accreditation shall be passed by the ETP Visitor empowered to act on behalf of the Participant, upon its ETP Authorization.

The Participants registered in the UIS (Unified Information System), as prescribed by Federal Law as of April 05, 2013 No. 44-FZ (44-ФЗ) On the Contract System of the Federal and Municipal Procurement of Goods, Works and Services, shall obtain the ETP Accreditation not later than on the business day following the date of the Participant registration in the UIS by way of information exchange between the ETP and the UIS and other national information systems (hereinafter – the "UIS Participant Registration"). Thereat, the Participant shall not be required to submit any documents and/or information. The Participant registered in the UIS and having the ETP Accreditation shall be entitled to take part in all electronic Procedures conducted on the ETP.

4.1.3. For obtaining the ETP Accreditation:

4.1.3.1. Application for the Participant/the Arranger Accreditation shall be filled in in the Private Part of the ETP, wherefore the ETP Visitor, upon the ETP Authorization, shall be provided with access to the accreditation forms published in the Private Part of the ETP.

4.1.3.2. When obtaining the ETP Accreditation, the Participant/the Arranger shall ensure completeness and reliability of the information specified in the Application for Accreditation. Thereafter, the information will be used intactly on the ETP in automated creation of documents in the cases defined by these Regulations.

4.1.3.3. Copies of the following documents shall be attached to the Application for the Participant/the Arranger Accreditation:

For the Arrangers:

- Extract from the Unified State Register of Legal Entities, including in electronic format, containing data as of the date of submission of the Application for the Arranger Accreditation (for the Russian Federation residents only);
- Power of Attorney authorizing the ETP Visitor to act on behalf of the Arranger on the ETP for the purpose of the Arranger Accreditation and do other things subject to these Regulations in operating on the ETP, including in conducting the Procurement Procedures;
- Contract for Operations on the Electronic Trading Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft" concluded with the Operator.

For the Participants registered in the Russian Federation:

- Extract from the Unified State Register of Legal Entities/Unified State Register of Individual Entrepreneurs, including in electronic format, containing data as of the date of submission of the Application for the Participant Accreditation (for the Russian Federation residents only);
- Power of Attorney authorizing the ETP Visitor to conclude with the Operator, on behalf of the Participant, a Contract for Operations on the Electronic Platform of TEK-Torg JSC in the Section

“Procurement Procedures of Rosneft” subject to the terms and conditions set out in the Regulations, by implementing steps for the Participant Accreditation on the ETP, and authorizing to do other things subject to these Regulations in operating on the ETP, including in conducting the Procurement Procedures;

- copy of the internal Russian passport – for individuals.

For the Participants registered in a foreign jurisdiction:

- document evidencing state registration of a legal entity in a foreign jurisdiction under the laws of the state of registration, including in electronic format, containing information on persons entitled to act on behalf of the legal entity, as of the date of submission of the Application for the Participant Accreditation;
- copy of document evidencing registration with a tax authority in the Russian Federation, if the Participant is registered for tax purposes in the Russian Federation;
- Power of Attorney authorizing the ETP Visitor to conclude with the Operator, on behalf of the Participant, a Contract for Operations on the Electronic Platform of TEK-Torg JSC in the Section “Procurement Procedures of Rosneft” subject to the terms and conditions set out in the Regulations, by implementing steps for the Participant Accreditation on the ETP, and authorizing to do other things subject to these Regulations in operating on the ETP, including in conducting the Procurement Procedures;
- copy of personal identity document – for individuals.

4.1.3.4. Documents issued in foreign jurisdictions shall contain translation into Russian.

4.1.3.5. Application for the ETP Participant/Arranger Accreditation shall bear digital signature. Upon signing, the Application for the ETP Accreditation shall be delivered to the Operator and recognized as received by the latter. The Operator shall decide on the ETP Participant/Arranger Accreditation or on denial of the ETP Participant/Arranger Accreditation within five business days from the date of receipt of the Application. The Operator may establish a shorter term for obtaining the ETP Accreditation by the Participant/the Arranger.

4.1.3.6. The Operator will deny the ETP Participant/Arranger Accreditation, in the case of:

- the ETP Visitor is not empowered to get the ETP Participant/Arranger Accreditation;
- non-submission and (or) submission of incomplete list of the documents and information specified in these Regulations and in the Application for the ETP Participant/Arranger Accreditation;
- submission of documents inconsistent with requirements set forth by laws of the Russian Federation and provisions hereof;
- the ETP Visitor’s submission of the Application for the ETP Accreditation that is filled in incompletely, contains errors or data contrary to the presented documents;
- existence of valid Accreditation of the Participant/the Arranger.

4.1.3.7. On the date when the Operator decides to deny the ETP Participant/Arranger Accreditation, the Operator shall make up and send, using the ETP Software, the Notice of Denial of the ETP Participant/Arranger Accreditation (specifying the reasons of such denial), to the e-mail address stated by the ETP Visitor.

4.1.3.8. The Participant/the Arranger may resubmit the Application for the ETP Participant/Arranger Accreditation after removal of causes specified in the Notice of Denial of the ETP Participant/Arranger Accreditation.

4.1.3.9. Data provided by the Participant/the Arranger in obtaining the Accreditation may be changed by the Participant/the Arranger by editing thereof in the User Profile, save for the cases when, according to provisions of these Regulations, changes shall be introduced by filling in and sending to the Operator the Application for the Participant/the Arranger Data Change.

4.1.3.10. In case of changes in the Participant's/the Arranger's INN, KPP (Tax Registration Reason Code), OGRN (Primary State Registration Number), OGRNIP (Primary State Registration Number of the Individual Entrepreneur), name or first name, patronymic, surname, as well as in the documents listed in clause 4.1.3.3. hereof, such information/documents shall be edited by filling in in the User Profile and sending to the Operator the Application for the Participant/the Arranger Data Change. The Participant/the Arranger shall attach to the Data Change Application all documents specified in clause 4.1.3.3. of these Regulations. Notice of data change or of denial of data change shall be sent to the Participant/the Arranger within five business days from the date of receipt of the Application for the Participant/the Arranger Data Change.

4.1.3.11. Accreditation of the Participant's/the Arranger's employees as the Users, empowered to sign documents with digital signature on behalf of the accredited Participants/Arrangers and having no accreditation to act as the Participant's/the Arranger's Administrator, shall be performed as follows:

- The ETP Visitor shall fill in, in the Private Part of the ETP, the Application for adding new User (hereinafter – the "Application for the User Accreditation") and send it for accreditation.

- The Application for the User Accreditation shall be confirmed by the Participant's/the Arranger's Administrator who defines the User's ETP access rights (hereinafter – the "User Role"). Decision on granting the definite set of rights to the User shall be made outside the ETP and in accordance with the Participant's/the Arranger's internal document. The list of potential User Roles, which can be used in operations on the ETP, is given in the User guides on operations on the Electronic Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft".

- In case of denial of the Application for the User Accreditation, the Participant's/the Arranger's Administrator shall indicate the reasons of such denial of the Application for the User Accreditation.

- The User's assigning to the ETP-accredited Participant/Arranger shall be based on their identifiers (INN, KPP or their analogues for non-residents) specified by the ETP Visitor in the Application for the User Accreditation.

- Immediately after confirmation of the Application for the User Accreditation, information on such User shall be published in the User Profile of the Participant's/the Arranger's Administrator and be available for viewing in the section "View the Users' Powers of Attorney".

- The ETP Visitor shall be deemed the ETP-accredited User at the time of confirmation of the Application for the User Accreditation by the Participant's/the Arranger's Administrator.

4.1.4. On the date when the Operator decides on the ETP Participant/Arranger Accreditation, the Operator shall make up and send, using the ETP Software, the Notice of the ETP Participant/Arranger Accreditation. Text of the Notice shall be resent to the e-mail address specified by the ETP Visitor. Actions for obtaining the accreditation shall be deemed completed, and the Participant/the Arranger – obtained the ETP accreditation, on the date of sending by the Operator of the Notice of the ETP Participant/Arranger Accreditation. From the time of the ETP Participant/Arranger Accreditation, the ETP Visitor, who performed the actions on behalf of the Participant/the Arranger, shall be deemed obtained the ETP accreditation as the Participant's/the Arranger's Administrator.

4.1.5. Upon obtaining the ETP accreditation, the Participant/the Arranger shall be granted the access to the Private Part of the ETP; thereat, access to the Procurement Procedures shall be exercised subject to provisions of the Participant's/the Arranger's Rate Schedule.

4.1.6. From the time of the ETP Participant/Arranger Accreditation, the Operator shall provide to the Participant/the Arranger services for maintenance of the User Profile and the Customer Account in the Operator's analytical accounting.

4.1.7. On the ETP, information shall be stored in respect of all changes introduced to the Participant`s/the Arranger`s data.

4.2. The ETP Participant Accreditation with the purpose of participation in the Procurements, except for the SME-Only Procurements, in payment of the Quick Start Rates

4.2.1. If the Participant expects to get the Access to the ETP Procurement Procedures (except for the SME-Only Procurements) according the Quick Start Rate, in addition to the steps described in other sections hereof, they shall do the following”:

4.2.1.1. To make payment for the Quick Start Rate. Payment order shall contain the name “Quick Start Rate” in description of payment purpose, as well as the Participant`s name and INN. If the payment is made through the person authorized by the Operator to receive payments for the Quick Start Rates, “Payment on Invoice No. ___ as of _____ (date)” shall be specified in description of payment purpose.

4.2.1.2. In addition to the documents listed in clause 4.1.3.3. of these Regulations, the Application for the ETP Participant Accreditation shall be accompanied with a copy of the payment order made up in compliance with requirements set out in clause 4.2.1.1. hereof, and if the payment is made through the person authorized by the Operator to receive payments for the Quick Start Rates, – with a copy of the payment order made up in compliance with requirements set out in clause 4.2.1.1. hereof and a copy of the invoice.

4.2.2. The Operator shall decide on the ETP Accreditation of the Participant who has paid for the Quick Start Rate, or on denial of the ETP Accreditation of such Participant, within two hours from receipt of the Application for Accreditation.

4.3. The ETP Accreditation of the Participant, the User, with the purpose of participation in the SME-Only Procurements

4.3.1. The SME shall obtain the ETP Accreditation in the manner prescribed by Federal Law as of April 05, 2013 No. 44-FZ On the Contract System of the Federal and Municipal Procurement of Goods, Works and Services (hereinafter – “44-FZ”) and provisions of these Regulations setting forth the order of participation in the SME-Only Procurement Procedures.

4.3.2. The Participant accreditation on the electronic platform shall be performed upon registration thereof in the UIS as required by 44-FZ. The Participant shall be registered in the UIS electronically, based on the information and documents, in the manner and within the period, as defined by the Government of the Russian Federation. Information and documents concerning the Participant registered in the UIS shall be introduced into the unified register of procurement participants.

4.3.3. The Operator shall accredit the Participant on the ETP not later than on the business day following the date of the Participant registration in the UIS by way of information exchange between the ETP and the UIS and other national information systems. The Operator shall not be entitled to request any documents and/or information from the Participant.

4.3.4. The Participant`s UIS-registration and ETP-accreditation shall be valid for three years.

4.3.5. The Procurement Participant shall not be entitled to apply for participation in the SME-Only Procurements conducted less than three months prior to the expiry date of the UIS-registration.

4.3.6. The UIS-registered and the ETP-accredited Participant can pass registration/accreditation for a new period in the manner prescribed hereby for the Participant registration/accreditation, not less than six months prior to the expiry date of the registration/accreditation.

4.3.7. Up to 31 December 2019, Applications for participation in the SME-only electronic procedures and participation in such Procedures may be exercised also by those Participants

who got the ETP-accreditation before 01 January 2019 in the manner prescribed by clause 4.2. of the Regulations, version 6.

4.3.8. The Participant registered in the UIS and having the ETP accreditation shall be entitled to take part in all electronic Procedures conducted on the ETP.

SECTION 5. CUSTOMER ACCOUNT

5.1. Opening of the Customer Account

5.1.1. The Operator shall open the Customer Account for the Arranger/the Participant on the date when decision is made to accredit the Arranger/the Participant on the ETP.

5.1.2. The Operator shall inform the Arranger/the Participant about opening of the Customer Account by sending the Notice to the User Profile (with resending the text of the Notice to the e-mail address stated in obtaining the ETP accreditation) of their accreditation on the ETP, specifying the details of the Customer Account.

5.1.3. The Operator shall maintain confidentiality while opening and keeping the Customer Account and in respect of the related document flow.

5.1.4. The Operator shall not be responsible:

- for errors or delay in payments allowed by credit institutions as well as for the implications associated with financial standing of credit institutions;
- for erroneous and late transfer (non-transfer) of funds due to incorrect specification of details of the recipient in payment documents;
- for debiting of the funds, blocked on the Participant`s Customer Account as the Application collateral, based on the Arranger`s instruction.

5.1.5. The Arranger/the Participant shall be responsible for correctness and completeness of information and authenticity of documents submitted to the Operator.

5.2. Maintenance of the Customer Account

5.2.1. Two subaccounts shall be opened within the Customer Account for the purpose of segregated accounting of funds:

- subaccount 1 – is intended for accounting of funds, which can be further used to fulfil the Arranger`s/the Participant`s obligations to the Operator for payment of the rate according to the Rate Schedule; to secure the Participant`s obligations to the Operator for payment of the Fee stipulated by the rate, in case of recognition of the Participant the Winner of the Procurement Procedure (hereinafter – "Security for the Participant`s Fee Payment Obligations"); to pay the Fee stipulated by the rate, in case of recognition of the Participant the Winner of the Procurement Procedure, to pay for other services provided in connection with operations on the ETP.

- subaccount 2 – subaccount 2 of the Participant`s Customer Account is intended for accounting of funds, which can be used by the Participant to secure the Procurement Participant`s obligations associated with participation in the Procurement Procedure (Application collateral), except for the SME-Only Procurements; subaccount 2 of the Arranger`s Customer Account is intended for accounting of funds transferred to the Arranger against withholding of collateral for the Participants` Applications (excluding the cases when the Applications` collateral is withheld in the SME-Only Procurements), in the manner prescribed by section 6.4 hereof. Procedure for securing the Participants` Applications and for withholding the Applications` collateral in the SME-Only Procurements is defined in Section 7 of these Regulations.

5.2.2. All operations on the Customer Account shall be reported in Russian rubles. In case of receipt of funds in a foreign currency, their amount shall be reported on the Customer Account, in Russian rubles, at the exchange rate of the Bank of Russia as of the date of crediting of the funds to the Operator`s transit currency account.

5.2.3. Information on balances and transaction history of the Customer Account shall be available to the Arranger/the Participant on-line, in the User Profile on the ETP.

5.2.4. The Customer Account reflects the funds transferred from any account based on the payment order of the Arranger/the Participant or other person, specifying the purpose of payment "Crediting of Customer Account No. XXXXX/1" – to credit funds to subaccount 1 of the Customer Account, or "Security Payment (Customer Account No. XXXXX/2)" – to credit funds to subaccount 2 of the Customer Account, and in selection of the Quick Start Rates – with the purpose of payment specified in clause 4.4.1.1. of these Regulations. Subaccount 1 of the Customer Account may reflect outstanding amounts to be payable by the Arranger/the Participant to the Operator for the services provided by the latter.

5.2.5. In respect of the Procurement Procedures, except for the SME-Only Procurement Procedures:

- the Arranger/the Participant hereby empowers the Operator to make, from the funds reflected on Subaccount 1 of the Customer Account, all payments required to fulfil their obligations for securing the Participant`s obligations, to pay the Arranger`s/the Participant`s rate according to the Rate Schedule, to pay the Fee and to pay for other services provided to the the Arranger/the Participant in connection with operations on the ETP.

- the Participant hereby acknowledges that the Operator is entitled to block the funds reflected on Subaccount 1 of the Customer Account for Securing the Participant`s Fee Payment Obligations.

- the Participant hereby acknowledges that the Operator is entitled to block the funds reflected on Subaccount 2 of their Customer Account in the amount of the Application collateral, if the Arranger`s documents on the conducted Procurement provide for that the Applications shall be secured by deposit of funds.

5.2.6. The Operator shall reflect the funds on subaccounts of the Arranger`s/the Participant`s Customer Account upon receipt of information from a credit institution on crediting of the respective funds transferred by the Arranger/the Participant or other person to the Operator`s settlement account. Information on receipts shall be updated by the Operator at least once per day on business days. Payment shall be identified and the funds shall be reflected on subaccounts of the Arranger`s/the Participant`s Customer Account on the basis of INN or the Customer Account number and the subaccount number of the Arranger/the Participant; thereat, the Customer Account number and the subaccount number of the Arranger/the Participant shall prevail.

If the Participant, when transferring funds to credit the Customer Account, does not specify (in the "purpose of payment" line) the subaccount, where the funds should be reflected, such funds shall be reflected on subaccount 2 of the Customer Account.

The Operator reflects the Arranger`s/the Participant`s outstanding amounts owed to the Operator in respect of the services provided by the latter, when granting the opportunity (subject to the Regulations / terms and conditions of a Contract for Additional Services), in case of shortage of funds on subaccount 1 of the Customer Account, to submit the Procurement Participant`s Application and enabling the Arranger/the Participant to choose the rate.

The Arranger/the Participant shall have the right to apply for transfer of available funds from one subaccount to the other. Application for transfer of funds shall specify the amount of funds to be transferred, subaccount from which the transfer shall be made and subaccount to which the funds shall be credited. The funds shall be transferred by the Operator within one business day from receipt of the application. Thereat, the funds may not be transferred, if the rest of blocked funds is less than the amount specified in the application for transfer or if the application is signed by an unauthorized person.

5.2.7. Date of fulfilment of the Arranger`s/the Participant`s payment obligations shall be the date of reflecting of the transaction on the respective subaccount of the Customer Account.

5.2.8. The Operator shall return the funds to the Arranger/the Participant to the details specified in the User Profile of the Arranger/the Participant on the ETP, based on the Arranger`s/the Participant`s refund application, subject to provisions of these Regulations.

The Arranger/the Participant shall be entitled to change the settlement account details specified by them in the User Profile in the manner prescribed by these Regulations. The Operator shall not be responsible for correctness of bank account details specified by the Arranger/the Participant in the User Profile.

The refund application shall be filled in on the ETP using the standard form and shall bear the DS. The refund application shall specify the amount to be refunded. The refund application compiled without use of the ETP facilities shall be signed by the authorized person of the Arranger/the Participant and contain the amount to be refunded.

5.2.9. Repayment of funds to the Arranger/the Participant to the details other than specified in the User Profile of the Arranger/the Participant on the ETP shall be made based on the original refund application compiled in a hard copy signed by the authorized person of the Arranger/the Participant, bearing the seal of the Arranger/the Participant (if any), accompanied by the document evidencing the powers of the authorized person of the Arranger/the Participant. The refund application shall specify the amount to be refunded and the details of the Arranger`s/the Participant`s settlement account to which the funds shall be repaid. The Operator shall not be responsible for correctness of bank account details specified by the Arranger/the Participant in the refund application.

5.2.10. The Operator shall repay the funds within five business days from receipt of the application. If the application is compiled without use of the ETP facilities, it shall be deemed received by the Operator on the date of receipt of the original application. Thereat, the repayment shall not be made, if the rest of funds not blocked by the Operator according to these Regulations is less than the amount specified in the refund application or if the application is signed by an unauthorized person or contains incorrect details of the settlement account to which the funds shall be repaid.

5.2.11. Date of transfer of funds to the Arranger/the Participant shall be the date of debiting of such funds from the Operator`s settlement account, whereof the Arranger/the Participant shall be informed by the Notice of refund.

SECTION 6. ACCESS TO THE ETP PROCUREMENT PROCEDURES

Provisions of Section 6 hereof are not applicable to the SME-Only Procurements.

6.1. The Participants Accreditation with the Customer

6.1.1. General Provisions

6.1.1.1. Accreditation procedure shall be carried out according to the Customer`s documents regulating their procurement activities and the accreditation order and can be conducted with or without the ETP use subject to provisions of these Regulations.

6.1.1.2. Information on the Customer`s requirements to the documents to be submitted for the Accreditation shall be provided in the Public Part of the ETP at <https://www.tektorg.ru/rosneft>.

6.1.1.3. Documents required to pass the Accreditation may be submitted both before participation in the Procurement Procedure and at the time of conduct thereof, on or prior to submission of the Procurement Participant`s Application. The ETP does not control the timeliness of submission by the Participant of the documents required to pass the Accreditation procedure.

6.1.1.4. Information on the Accreditation results shall be provided by the Arranger.

6.1.1.5. Accreditation via the ETP can be initiated by the Participant upon getting the Access to the ETP Procurement Procedures.

6.1.1.6. If the Participant is accredited outside the ETP, information on the accreditation shall be recorded by the Arranger by assigning the status "accredited" to the Participant, specifying the accreditation validity period as "from ____ to ____".

6.1.2. Submission of the Application for Accreditation with the Customer

6.1.2.1. The Participant shall fill in the fields of the Application for the Participant Accreditation in the User Profile.

6.1.2.2. The Participant shall ensure completeness and reliability of the information specified in the Application for Accreditation. Application for the Accreditation shall bear the Participant's DS.

6.1.2.3. The Participant shall attach to the Application for the Accreditation electronic documents as required by the Customer's internal documents. The Participant may not submit the documents for the Accreditation as part of the Procedure Participant's Application.

6.1.2.4. Application for the Participant Accreditation shall be delivered to the Arranger's User Profile at the time of its signing by the Participant and shall be deemed received by the Arranger.

6.1.2.5. The Arranger shall accept the Accreditation Application for consideration, or decide to refuse of consideration of the said Application, within the term established by the Customer's internal documents.

6.1.2.6. Decision on the Participant Accreditation or on denial of their Accreditation shall be made by the Arranger in accordance with the Customer's internal documents.

6.1.2.7. If the Arranger decides to refuse of accepting the documents for the Accreditation, the Participant shall be entitled to refill the Accreditation Application.

6.1.2.8. To introduce any changes to the details or documents of the accredited Participant before the Accreditation expiry date, the Participant shall act in compliance with the Customer's internal documents and, if necessary, execute the refilled Accreditation Application.

6.2. The list of procurement methods which can be exercised electronically on the ETP of TEK-Torg JSC. Information to be published by the Customer on the ETP in respect of non-ETP procurements

6.2.1. The ETP enables to conduct the Procurement Procedures using the methods stipulated in the Procurement Regulations of the Primary Customer, and namely:

6.2.1.1. **TENDER** – a form of conduct of the bidding process in which the tender winner is the Competitive Procurement Participant whose final offer corresponds to the requirements of the Competitive Procurement documents and the Application for Participation in Competitive Procurement which final offer, as compared to the other Applications and final offers on the basis of the assessment criteria specified in the documents of the said Procurement, provides the best terms and conditions of the contract execution.

6.2.1.2. **AUCTION** – a form of conduct of the bidding process in which the auction winner, with whom the contract is concluded, is deemed the person whose Application corresponds to the requirements of the Procurement documents and who has offered the lowest contract price by reducing the initial (maximum) price of the contract specified in the notice of the auction conduct by the increment (auction step) established in the documents. If, in conduct of the auction, the contract price slides to zero, the auction shall be conducted in respect of the right to conclude the contract and in this case the auction winner shall be deemed the person whose Application corresponds to the requirements of the Procurement documents and who has offered the highest price for the right to conclude the contract.

6.2.1.3. **REQUEST FOR PROPOSALS** – a form of conduct of the bidding process in which the winner of the request for proposals is deemed the Competitive Procurement Participant whose Application for Participation in the Procurement, according to the assessment criteria specified in the documents of the said Procurement, corresponds to the requirements of

the Procurement documents to the fullest extent possible and provides the best terms and conditions of delivery of goods, works or services.

6.2.1.4. REQUEST FOR QUOTATIONS – a form of conduct of the bidding process in which the winner of the request for quotations is deemed the Procurement Participant whose Application corresponds to the requirements specified in the notice of the request for quotations conduct and provides the lowest contract price.

6.2.1.5. COMPETITIVE NEGOTIATIONS – a competitive procurement method, other than a bidding process, where, upon negotiations with the Procurement Participants, the winner is the Procurement Participant whose Application for Participation in Competitive Negotiations corresponds to the requirements of the Procurement documents and whose offer meets to the fullest extent possible the criteria and procedure of assessment established in the Procurement documents.

6.2.1.6. REQUEST FOR OFFERS – a competitive procurement method, other than a bidding process, where the winner of the request of offers is the Competitive Procurement Participant whose Application for Participation in the Procurement corresponds to the requirements of the Procurement documents and who has made the most preferable offer according to the criteria and procedure of assessment established in the Procurement documents.

6.2.1.7. REQUEST FOR PRICES – a competitive procurement method, other than a bidding process, where the winner of the request of prices is the Competitive Procurement Participant whose Application for Participation corresponds to the requirements of the Procurement documents and provides the lowest offered price for the contract (lot).

The order of conduct of the Procurement Procedures specified in clauses 6.2.1.1.–6.2.1.7. hereof is particularized in the Procurement Regulations of the Primary Customer. The Operator may not interfere and change the rules of conduct of the Procurement Procedures established in the Procurement Regulations of the Primary Customer and shall not be responsible for compliance thereof with the current laws of the Russian Federation.

The Procurement Procedure conducted using the methods described in clauses 6.2.1.1.–6.2.1.7. hereof may be conducted as multi-lot procurement procedure, i.e. the procurement procedure where the volume of the products purchased is divided into several lots.

In addition to conduct of the Procurement Procedures specified in clauses 6.2.1.1.–6.2.1.7. hereof, the Arranger shall have the right to make requests for technical and commercial proposals of the Participants other than the Procurement Procedure and to be conducted according to the Arranger’s internal documents. In the process of making requests for technical and commercial proposals, the Participant can use enhanced non-qualified digital signatures. Thereat, an enhanced non-qualified digital signature shall be verified using the ETP facilities according to the User Guide.

6.3. The Arranger’s compilation and publishing of the documents on the ETP and carrying out of other activities as part of the Procurement Procedures

6.3.1. When publishing documents on the Procurement conducted, the Arranger shall ensure compliance with these Regulations, Federal Law No. 223-FZ as of July 18, 2011 On Procurement of Goods, Works and Services by the Certain Types of Legal Entities (if the Procurement Procedure is conducted under this Federal Law) and with other legislative acts of the Russian Federation concerning procurement of goods, works and services, the Customer’s Procurement Regulations. The Arranger shall use the ETP in accordance with the User guides on operations on the Electronic Platform of TEK-Torg JSC in the Section “Procurement Procedures of Rosneft”.

When compiling and publishing documents on the ETP, the Arranger shall not download password-protected archival files.

6.3.2. The Notice of the Procurement conduct can be created by the Arranger’s User in the User Profile on the ETP. As prescribed by Federal Law No. 223-FZ as of July 18, 2011 On

Procurement of Goods, Works and Services by the Certain Types of Legal Entities, the ETP Operator shall ensure publishing on the ETP of the information related to the Procurement process.

6.3.3. If the Arranger introduces any changes to the Procurement Procedure, the Notices of Changes shall be generated on the ETP and sent to the User Profiles of the Participants having applied for participation in such Procedure as of the time of changes.

6.3.4. If the Arranger cancels the Procurement Procedure, the Notices of Cancellation shall be generated on the ETP and sent to the User Profiles of the Participants having applied for participation in such Procedure as of the time of Procurement Procedure cancellation.

6.3.5. Within one business day from notification of the Participants of cancellation of the Procurement Procedure, the Operator shall cease blocking of:

6.3.6. - funds on subaccount 1 of the Customer Account of the Participant applied for participation in the Procedure – in respect of the funds blocked by the Operator as the Security for the Participant`s Fee Payment Obligations to the Operator in connection with participation in such Procurement Procedure;

- funds on subaccount 2 of the Customer Account of the Participant applied for participation in the Procedure – in respect of the funds blocked by the Operator as the Participant`s Application Collateral, if the requirement to provide the collateral for the Application is set forth by the Arranger in the Procurement Procedure documents.

6.3.7. Upon completion of the Procurement Procedure, the Arranger shall publish on the ETP the Procedure summing-up report. The Arranger`s User shall post the Procedure summing-up report in the User Profile. The Arranger shall publish the Procurement Procedure summing-up report on the ETP not later than three (3) calendar days from the date of approval of the summing-up report.

6.3.8. If the Arranger publishes on the ETP any reports or certificates concerning the Procurement Procedure and addressed to the public, including those stipulated by the Procedure stages, the respective Notice shall be generated on the ETP and sent to the User Profiles of the Participants having applied for participation in such Procedure.

6.3.9. The Arranger shall be responsible for reliability of the information contained in the documents and data, including for the DS utilization by the Users.

6.4. Securing the Procurement Participant`s obligations associated with participation in the Procurement Procedure (Application collateral)

6.4.1. When publishing on the ETP any documents on the Procurement conducted, the Arranger shall be entitled to require submission of collateral for Procurement Participant`s obligations associated with participation in the Procurement Procedure (Application collateral).

6.4.2. On the ETP, the Application for Participation in the Procedure can be secured by depositing funds or by submission of bank guarantee.

6.4.3. Decision on the form and amount of the Application collateral as well as on withholding thereof shall be made by the Arranger independently. The Operator may not interfere and change the Arranger`s rules and decisions concerning the requirement for Applications` collateral and withholding thereof.

6.4.4. The amount of the Application collateral shall be set in Russian rubles. If the amount of collateral of the Procurement Participant`s Application is defined as percentage of the contract`s initial (maximum) price denominated in currency other than Russian rubles, the amount of the Application collateral shall be translated into Russian rubles at the exchange rate set forth by the Central Bank of the Russian Federation for the respective currency as of the date when the Procurement Procedure is announced.

6.4.5. Submission of the Application for Participation in the Procurement Procedure that requires to secure the Application by depositing funds shall be possible only in case of existence on subaccount 2 of the Participant`s Customer Account of the non-blocked funds in

the amount not less than the amount of collateral of the Procurement Participant's Application established in the Procurement Procedure documents.

6.4.6. At the time of submission of the Application for Participation in the Procurement Procedure that requires to secure the Application by depositing funds, the funds on subaccount 2 of the Participant's Customer Account, in the amount of the Application collateral established in the Procurement Procedure documents, shall be blocked by the ETP. The Participant hereby empowers the Operator to, and acknowledges that the Operator shall, individually block the funds on subaccount 2 of the Participant's Customer Account. The blocked funds cease to be available, and the Participant shall not use them to submit as collateral for other Applications or refund them to their settlement account.

In case of shortage of funds on subaccount 2 of the Participant's Customer Account, the Procurement Participant's Application shall not be accepted by the ETP, whereof the Participant shall be notified using the ETP Software.

6.4.7. Submission of the Application for Participation in the Procurement Procedure that requires to secure the Application by bank guarantee shall be possible only if the Application is accompanied by the bank guarantee's scanned copy corresponding to the requirements of the current laws of the Russian Federation and the Procurement Procedure documents. The Participant shall be responsible for the bank guarantee's validity and correspondence to the requirements of the current laws of the Russian Federation and the Procurement Procedure documents as well as for the quality of the bank guarantee's scanned copy to be attached to the Application. In case of absence of the bank guarantee's scanned copy to be attached to the Procurement Participant's Application, the Procurement Participant's Application shall not be accepted by the ETP, whereof the Participant shall be notified using the ETP Software.

6.4.8. Blocking of funds on subaccount 2 of the Participant's Customer Account deposited as the collateral for the Procurement Participant's Application shall be ceased within one business day from occurrence of one of the following:

6.4.8.1. The Arranger decides to cancel the Procurement. Blocking is ceased in respect of funds of all Participants having applied for participation in the Procurement;

6.4.8.2. The Operator/the Arranger receives the notice of the Participant's withdrawal of the Procurement Participant's Application. Blocking is ceased in respect of the funds of the Participant withdrawn the Application subject to the Notice and the Procurement documents;

6.4.8.3. Final summing-up report on the Procurement is published on the ETP. Thereat, blocking is ceased in respect of the funds of all Procurement Participants, except for the Winner, whose funds shall be unblocked within one business day from the Arranger's submission on the ETP of the information on conclusion of contract upon completion of the Procurement Procedure (if the contract is signed outside the ETP) or within one business day from signing of the contract in electronic format on the ETP. In case of conduct of consolidated Procurement Procedure, blocking of funds of the Winner of such Procurement Procedure shall be ceased within one business day from the Arranger's submission on the ETP of the information on conclusion by the Customers of all contracts with the Winner to be concluded upon completion of the Procurement Procedure or within one business day from signing in electronic format on the ETP of all contracts between the Customers and the Winner to be concluded upon completion of the Procurement Procedure;

6.4.8.4. Conclusion of contract with the Procurement Winner according to the results of completed Procurement. Blocking is ceased in respect of the Procurement Winner's funds;

6.4.8.5. A contract is concluded with the sole Participant of the Procurement or a decision is made on refusal of conclusion of the contract with the sole Participant of the Procurement. Blocking is ceased in respect of the funds of the sole Participant of the Procurement;

6.4.8.6. The Procurement is deemed uncompleted and it is decided not to conclude a contract upon the results thereof. Blocking is ceased in respect of the funds of the Procurement Participants whose funds are not unblocked on the grounds specified in clauses 6.4.8.1.–6.4.8.6. of these Regulations.

6.4.8.7. The term of the Procurement Participant's Application is expired and the Participant has not renewed the same.

6.4.9. Funds blocked on subaccount 2 of the Participant's Customer Account as the Application collateral may be withheld by the Arranger's decision in the following cases:

6.4.9.1. The Procurement Participant's avoidance or refusal of conclusion of the contract;

6.4.9.2. Non-submission or improper submission (violating the terms and conditions set forth by the Procurement Act) of the collateral securing the contract execution to the Customer before the contract is concluded (if the Procurement Notice/the Procurement documents contains/contain the requirement to submit the collateral for the contract execution and establishes/establish the time period for submission thereof prior to conclusion of the contract).

6.4.10. Upon occurrence of the events described in clause 6.4.9 hereof, the Arranger shall send to the Operator the Application for Withholding the Participant Application Collateral.

The Application collateral shall be withheld within one business day from receipt by the ETP of the respective Application of the Arranger. The Application for Withholding the Participant Application Collateral shall be filled in on the ETP using the standard form and shall be signed by the authorized person's DS. The Application made-up in hard copy shall be signed by the Arranger's authorized person. The Application for withholding the funds shall specify the Procurement Procedure, under which the Application collateral is withheld, and the Participant, whose funds deposited as the Application collateral are to be withheld.

6.4.11. The Application collateral shall be withheld by the ETP by debiting the funds, blocked as collateral for the respective Application, from subaccount 2 of the Participant's Customer Account and crediting them to subaccount 2 of the Arranger's Customer Account.

The Application collateral shall be withheld within one business day from receipt by the ETP of the Arranger's respective Application made-up in compliance with provisions hereof.

6.4.12. The Participant shall be entitled to appeal against the Arranger's decision on withholding of the Application collateral as stipulated by the current laws of the Russian Federation. The Participant shall appeal against the decision outside the ETP. If, upon the appeal consideration, it is decided to repay the Participant the funds withheld by the Arranger as the Application collateral, such repayment to the Participant shall be made individually by the Arranger.

6.4.13. Blocking of funds deposited by the Winning Participant shall also be continued, if the Arranger does not submit to the ETP information on the contract conclusion or on the Winner's refusal/avoidance of the contract conclusion. Thereat, the Arranger of the Procurement Procedure shall be responsible for blocking of the Winning Participant's funds.

6.4.14. The Arranger shall be informed of all actions taken by the Operator to block, cease blocking of, transfer the funds, by the Notice sent to e-mail address of the Arranger's/the Participant's Administrator.

6.5. The Participant's compilation and publishing of the documents on the ETP and carrying out of other activities as part of the Procurement Procedures

6.5.1. When making-up and publishing documents on the ETP, the Participant shall ensure compliance with these Regulations, Federal Law No. 223-FZ as of July 18, 2011 On Procurement of Goods, Works and Services by the Certain Types of Legal Entities (if the Procurement Procedure is conducted under this Federal Law) and other legislative acts of the Russian Federation concerning procurement of goods, works and services, and the Customer's Procurement Regulations. The Participant shall use the ETP in accordance with the User guides on operations on the Electronic Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft".

When compiling and publishing documents on the ETP, the Participant shall not download password-protected archival files.

Information submitted by the Participant while filling in the document forms on the ETP as part of the Procurement Participant's Application shall not be duplicated in the documents attached, unless otherwise is stipulated by the Arranger's internal documents.

6.5.2. Application for Participation in the Procedures provided for by these Regulations shall be created by the Participant's User in the User Profile by filling in the standard form "The Procurement Participant's Application".

It is not allowed to publish on the ETP the Application for Participation in the Procedures by filling in any other forms and to introduce thereto any documents concerning the Procurement Participant's Application.

The Participant's User shall publish the Application for Participation in the Procedures, provided for hereby, by its signing with the User's DS.

6.5.3. The Participant's Application shall be executed as required by the Procurement documents.

The Application shall be deemed the Participant's offer to conclude the contract (the offer), and an obligation arises for the Procurement Participant to conclude the contract subject to the Notice, Procurement documents and their offer. When submitting the Application for Participation in the Procedures, the Procurement Participant acknowledges and understands that, for the purpose of the Application consideration, information from the Application may be transferred to the members of procurement authority and to other persons involved in the Customer's procurement activities.

6.5.4. Compilation and publishing of the Application for Participation in the Procedure shall be available for the Participant within the term specified by the Arranger in the Procedure Notice as the end date and time for acceptance of the Applications subject to the requirements set out in clause 6.5.6 of the Regulations.

6.5.5. Upon publishing of the Procurement documents on the ETP, the Participant shall be enabled to send from their User Profile a request to the Arranger for clarification of provisions thereof as prescribed by the Procurement Act and the Procurement Regulations of the Primary Customer. Requests sent by the Participant to the Arranger with violation of requirements set out in this clause of the Regulations shall not be accepted for consideration by the Arranger.

Requests for clarification of provisions of the Procurement documents may not include the Procurement Participant's Applications.

Requests for clarification of provisions of the Procurement documents may not be included into the Procurement Participant's Applications.

6.5.6. The Procurement Participant's Application shall not be accepted by the ETP, if:

- the Application is not signed with the DS of the Participant's User;
- the Application is sent after the end of the term for submission of the Applications;
- funds on subaccount 1 of the Participant's Customer Account are not sufficient to secure the Participant's obligations to the Operator for payment of the Winning Participant Fee, if such Fee is payable under the Rate Schedule, except for the cases described in clause 6.5.6 of the Regulations;
- funds on subaccount 2 of the Participant's Customer Account are not sufficient to secure the Application, if the Procurement Procedure documents contain the requirement to secure the Application by depositing the funds;
- the Application is not accompanied by the bank guarantee's scanned copy, if the Procurement Procedure documents contain the requirement to secure the Application by the bank guarantee;
- the Participant has not paid for the Operator's services under the Operator's Rate Schedule, if such payment shall be made according to the Operator's Rate Schedule, except for the cases described in clause 6.5.6 of the Regulations.

6.5.7. The Participant shall be enabled to submit the Application for Participation in the Procedure in case of insufficiency of the funds on subaccount 1 of the Participant's Customer Account to pay for the Operator's services, if the Participant has made a payment under one of the Quick Start Rates or has concluded with the Operator the Contract for Additional Services and such an opportunity is provided for by the Contract for Additional Services or by the terms and conditions of the rate.

6.5.8. The Procurement Participant shall be entitled to change or withdraw the previously submitted Application at any time before the expiry of the specified term for submission of the Applications by sending the Notice of the Application Change/Withdrawal to the Operator.

6.6. Securing the Participant's obligations

6.6.1. To secure the obligations to the Operator for payment of the Winning Participant Fee, if such Fee is payable under the Rate Schedule, the Participant shall ensure availability of funds on subaccount 1 of the Participant's Customer Account in the amount sufficient to discharge the obligations.

6.6.2. The Operator shall block the Participant's funds on subaccount 1 of the Participant's Customer Account for Securing the Participant's obligations to the Operator for payment of the Fee in the amount defined by the Operator. An entry on blocking of the said funds shall be made on subaccount 1 of the Participant's Customer Account at the time of submission of the Procedure Participant's Application.

6.6.3. The blocked funds cease to be available, and the Participant shall not use them to submit other Applications, refund them to their settlement account or to pay for the Operator's services.

6.6.4. Upon the Arranger's publishing on the ETP of the consideration report on the Procedure's qualification stage, the Operator shall cease blocking of funds (within one business day, by making the relevant entries on subaccount 1 of the Customer Account of the Participant not admitted to the Procedure), which have been blocked for Securing the Participant's obligations for the Fee payment.

6.6.5. Upon the Arranger's publishing on the ETP of the summing-up report on the Procedure, the Operator shall cease blocking of funds (within one business day, by making the relevant entries on the Customer Accounts of the Participants applied for the Procedure), which have been blocked for Securing the Participant's obligations for the Fee payment, except for the Winning Participant.

6.6.6. If the Participant withdraws the Application for Participation in the Procedure before the end of the term defined in the Procurement documents for submission of the Applications, the Operator, within one business day from the Application withdrawal, shall cease blocking of the Participant's funds in the amount of payment made in connection with participation in the given Procurement Procedure.

6.7. The Procedure summing-up reporting documents

6.7.1. Upon the Arranger's summing-up of the Procurement Procedure results, the Operator shall compile and send to the Winning Participant the reporting documents on the summing-up of the Procurement Procedure results, in hard copy, in the manner and within the term established in clause 7.9 hereof, except for the cases when, under the Operator's Rate Schedules, the Fee is not payable.

6.8. Conclusion of the contract between the Customer and the Participant on the ETP

6.8.1. The Customer and the Participant may conclude the contract in electronic format on the ETP, if it is provided for by the Customer's internal documents and/or by the Arranger's documents on the Procurement Procedure.

6.8.2. For conclusion of the Contract between the Customer and the Participant in electronic format on the ETP, the Operator shall enable the Customer on the ETP to send the

Bill of Acceptance to the Participant's User Profile. The Bill of Acceptance shall be signed with the Customer's DS.

The Contract shall be deemed concluded under the terms and conditions specified in the Participant's Application (final Application) and (if applicable) in the Auction report containing the final price offered by the Participant.

The Contract shall be deemed concluded at the time of the Participant's receipt of the Customer's Bill of Acceptance in the User Profile. The Bill of Acceptance shall be deemed received by the Participant at the time of posting thereof in the Participant's User Profile.

6.8.3. On the date of posting of the Customer's Bill of Acceptance in the Participant's User Profile, the Operator shall create and send, using the ETP Software, the Notice of the Bill of Acceptance receipt.

The Operator shall not be liable for any damage, forfeiture and other losses incurred by the Participant/the Arranger, if the Participant does not take the actions for inspection of the Bill of Acceptance received or in case of non-delivery of the Bill of Acceptance due to the reasons beyond the Operator's control, including, without limitation, when the Participant does not timely change the Participant's details regarding to e-mail addresses, in case of any malfunction of the network systems, software and hardware used by the Participant, etc.

6.8.4. In addition to the Contract concluded as prescribed by clause 6.8.2.–6.8.3., the Customer and the Participant may conclude the Contract constituting the single document to be signed by the Customer and the Participant. The Operator shall enable the Customer to sign the Contract on the ETP in electronic format and to publish the information on the signed Contract outside the ETP and shall not be directly involved in signing and execution of the Contract.

6.8.5. When it is provided for by the Arranger's Procurement documents, the Operator shall enable conclusion/signing of the Contract with the following Participant defined by the Arranger according to the results of the Procurement Procedure, if the Participant with whom the Customer should sign the said Contract avoids the conclusion thereof.

6.8.6. Settlements under the Contract between the Customer and the Participant shall be made by them individually, in compliance with the terms and conditions of the Contract, independently from the Operator.

6.8.7. If the Arranger requires the Participant to sign the draft Contract as part of the Application for Participation in the Procedure, the Arranger shall ensure publishing, subject to the requirements of this clause of the Regulations, of the draft Contract and annexes thereto in creation of the Procurement Procedure by including them into the Procurement Procedure generation form.

The draft Contract may be published only by the Arranger's User having the respective rights according to the User Role, subject to the requirements to the files, including to their format, as contained in the User guides on operations on the Electronic Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft".

6.8.8. The Participant shall be enabled to read, save, print the draft Contract and annexes thereto, specify therein the information requested by the Customer from the Participant and sign them with digital signature from the time of the Arranger's publishing of the draft Contract. If the Arranger requires the Participant to sign the draft Contract as part of the Application for Participation in the Procedure, the Participant shall be enabled to publish and sign the draft Contract and annexes thereto.

The Participant shall publish documents subject to the requirements to the files, including to their format, as contained in the User guides on operations on the Electronic Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft".

6.8.9. To sign the draft Contract, the Participant shall publish in the User Profile the document (documents) evidencing the respective powers of the person signing the Contract, in the absence of which the Participant is not able to perform the actions on the ETP for signing of the draft Contract.

6.8.10. In case of disagreement with the draft Contract, the Operator shall enable the Participant to publish on the ETP, within the term established by the Arranger, the list of disagreements (hereinafter – the "list of disagreements"), if such opportunity is provided for by the Arranger in the Procurement Procedure documents and the Arranger indicated the same in the ETP standard form in publishing the Notice of the Procurement conduct.

6.8.11. If the Arranger requires the Participant to sign the draft Contract as part of the Application for Participation in the Procedure, the Participant shall sign the draft Contract, annexes thereto, document evidencing the respective powers of the person signing the Contract on behalf of the Participant and the list of disagreements before signing the Application for Participation in the Procedure. The Participant's User signing the Application for Participation in the Procedure shall be authorized to sign the documents specified in this clause. The Arranger shall be enabled to read the Participant-signed draft Contract, annexes thereto, the list of disagreements and the document evidencing the respective powers of the person signed the Contract on behalf of the Participant on or after the expiry date of the term established by the Arranger for submission of the Applications for Participation in the Procedure.

6.8.12. The draft Contract, annexes thereto and the list of disagreements shall be signed on the ETP with digital signatures of the Participant's and the Customer's Users authorized to sign the Contract.

6.8.13. The draft Contract shall be signed by the Customer and the Participant in the manner and within the term established by the Arranger.

The Operator shall ensure fulfilment on the ETP of the requirement to conclude the contract at the earliest 10 days after the publishing in the UIS of the summing-up report prepared on the Procurement results.

At the time of the Customer's signing of the Contract and annexes thereto on the ETP, the Operator shall immediately provide access to the signed Contract and annexes thereto to the Customer, the Arranger and the Participant in their respective User Profiles.

6.8.14. The Operator may enable the Arranger's publishing, in their User Profile, of the documents related to ratification of the draft Contract with the Arranger. The scope and procedure for granting of such functionality shall be defined in accordance with the User guides on operations on the Electronic Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft".

6.8.15. The Operator shall ensure the ETP-storage of the Contract signed by the Customer and the Participant within the term established by these Regulations for storage of documents and shall submit the same upon request of the Customer, the Participant and other persons in the cases defined by the current laws of the Russian Federation.

SECTION 7. ACCESS TO THE SME-ONLY PROCUREMENT PROCEDURES ON THE ETP

7.1. The Participants Accreditation with the Customer

7.1.1. General Provisions

7.1.1.1. The Accreditation procedure shall be implemented in accordance with the Customer's documents regulating their procurement activities and accreditation scheme. The procedure of Accreditation with the Customer shall be initiated by the Participant using the ETP, on or after obtaining of the Participant's ETP Accreditation as prescribed by clause 4.5. of these Regulations.

7.1.1.2. Information on the Customer's requirements to the documents to be submitted for the Accreditation shall be provided in the Public Part of the ETP at <https://www.tektorg.ru/rosneft>.

7.1.1.3. Documents required to pass the Accreditation may be submitted both before participation in the Procurement Procedure and at the time of conduct thereof, on or prior to

submission of the Procurement Participant's Application. The ETP does not control the timeliness of submission by the Participant of the documents required to pass the Accreditation procedure.

7.1.1.4. Information on the Accreditation results shall be provided by the Arranger.

7.1.2. Submission of the Application for Accreditation with the Customer

7.1.2.1. Upon obtaining of the ETP Accreditation as prescribed by clause 4.2. of these Regulations, the Participant shall fill in the fields of the Application for the Participant Accreditation in the User Profile.

7.1.2.2. The Participant shall ensure completeness and reliability of the information specified in the Application for Accreditation. Application for the Accreditation shall bear the Participant's DS.

7.1.2.3. The Participant shall attach to the Application for Accreditation electronic documents according to the requirements of the Customer's internal documents. The Participant may not submit the Accreditation documents as part of the Procedure Participant's Application.

7.1.2.4. Application for the Participant Accreditation shall be delivered to the Arranger's User Profile at the time of its signing by the Participant and shall be deemed received by the Arranger.

7.1.2.5. The Arranger shall accept the Accreditation Application for consideration, or decide to refuse of consideration of the said Application, within the term established by the Customer's internal documents.

7.1.2.6. Decision on the Participant Accreditation or on denial of their Accreditation shall be made by the Arranger in accordance with the Customer's internal documents.

7.1.2.7. If the Arranger decides to refuse of accepting the documents for the Accreditation, the Participant shall be entitled to refill the Accreditation Application.

7.1.2.8. To introduce any changes to the details or documents of the accredited Participant before the Accreditation expiry date, the Participant shall act in compliance with the Customer's internal documents and, if necessary, execute the refilled Accreditation Application.

7.2. The list of the SME-Only Procurement methods.

7.2.1. The ETP provides conduct of the SME-Only Procurement Procedures using the methods defined in clause 3.4. of the Procurement Act, and namely:

7.2.1.1. **TENDER** – a form of conduct of the bidding process in which the tender winner is the Competitive Procurement Participant whose final offer corresponds to the requirements of the Competitive Procurement documents and the Application for Participation in Competitive Procurement which final offer, as compared to the other Applications and final offers on the basis of the assessment criteria specified in the documents of the said Procurement, provides the best terms and conditions of the contract execution.

7.2.1.2. **AUCTION** – a form of conduct of the bidding process in which the auction winner, with whom the contract is concluded, is deemed the person whose Application corresponds to the requirements of the Procurement documents and who has offered the lowest contract price by reducing the initial (maximum) price of the contract specified in the notice of the auction conduct by the increment (auction step) established in the documents. If, in conduct of the auction, the contract price slides to zero, the auction shall be conducted in respect of the right to conclude the contract and in this case the auction winner shall be deemed the person whose Application corresponds to the requirements of the Procurement documents and who has offered the highest price for the right to conclude the contract.

7.2.1.3. **REQUEST FOR PROPOSALS** – a form of conduct of the bidding process in which the winner of the request for proposals is deemed the Competitive Procurement Participant whose Application for Participation in the Procurement, according to the assessment

criteria specified in the documents of the said Procurement, corresponds to the requirements of the Procurement documents to the fullest extent possible and provides the best terms and conditions of delivery of goods, works or services.

7.2.1.4. REQUEST FOR QUOTATIONS – a form of conduct of the bidding process in which the winner of the request for quotations is deemed the Procurement Participant whose Application corresponds to the requirements specified in the notice of the request for quotations conduct and provides the lowest contract price.

7.3. The Arranger`s compilation and publishing of the documents on the ETP and carrying out of other activities as part of the Procurement Procedures

7.3.1. When publishing documents on the Procurement conducted, the Arranger shall ensure compliance with these Regulations, Federal Law No. 223-FZ as of July 18, 2011 On Procurement of Goods, Works and Services by the Certain Types of Legal Entities and with other legislative acts of the Russian Federation concerning procurement of goods, works and services, the Customer`s Procurement Regulations. The Arranger shall use the ETP in accordance with the User guides on operations on the Electronic Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft".

When compiling and publishing documents on the ETP, the Arranger shall not download password-protected archival files.

7.3.2. The Notice of the Procurement conduct can be created by the Arranger`s User in the User Profile on the ETP. As prescribed by Federal Law No. 223-FZ as of July 18, 2011 On Procurement of Goods, Works and Services by the Certain Types of Legal Entities, the ETP Operator shall ensure publishing on the ETP of the information related to the Procurement process.

7.3.3. If the Arranger introduces any changes to the Procurement Procedure, the Notices of Changes shall be generated on the ETP and sent to the User Profiles of the Participants having applied for participation in such Procedure as of the time of changes.

7.3.4. Upon completion of the Procurement Procedure, the Arranger shall publish on the ETP the Procedure summing-up report. The Arranger`s User shall post the Procedure summing-up report in the User Profile. The Arranger shall publish the Procurement Procedure summing-up report on the ETP not later than three (3) calendar days from the date of approval of the summing-up report.

7.3.5. If the Arranger publishes on the ETP any reports or certificates concerning the Procurement Procedure and addressed to the public, including those stipulated by the Procedure stages, the respective Notice shall be generated on the ETP and sent to the User Profiles of the Participants having applied for participation in such Procedure.

7.3.6. The Arranger shall be responsible for reliability of the information contained in the documents and data, including for the DS utilization by the Users.

7.4. Securing the Procurement Participant`s obligations associated with participation in the Procurement Procedure (Application collateral)

7.4.1. When publishing on the ETP any documents on the Procurement conducted, the Arranger shall be entitled to require submission of collateral for Procurement Participant`s obligations associated with participation in the Procurement Procedure (Application collateral).

7.4.2. The Procurement Participants may secure their Applications for Participation by crediting funds to the special account opened by the Participant with the bank included into the list defined by the Government of the Russian Federation in accordance with Federal Law as of April 05, 2013 No. 44-FZ On the Contract System of the Federal and Municipal Procurement of Goods, Works and Services (special account) or by submission of the bank guarantee. The method of securing of the Application for Participation in such Procurement shall be selected by the Participant at their own discretion.

7.4.3. The amount of the Application collateral shall be set in Russian rubles. If the amount of collateral of the Procurement Participant's Application is defined as percentage of the contract's initial (maximum) price denominated in currency other than Russian rubles, the amount of the Application collateral shall be translated into Russian rubles at the exchange rate set forth by the Central Bank of the Russian Federation for the respective currency as of the date when the Procurement Procedure is announced.

7.4.4. If the Participant selects, as securing method, to credit funds to the special account, the ETP Operator, within an hour from the expiration of the term for submission of the Procurement Participant's Application, shall send to the bank, with which the Procurement Participant has opened the special account, the information on the Procurement Participant and the amount of funds required to secure the Application. The Bank, within an hour from receipt of the specified information, shall block the funds, if the non-blocked funds on the special account are available in the amount of the collateral of the respective Application. If the bank cannot block the funds due to the absence of the non-blocked funds in the amount of the Application collateral or in the case when transactions on the special account are suspended, the ETP Operator shall return the Application to the Participant within an hour from the expiration of the term for submission of the Procurement Participant's Application specified in the Notice of the Procurement conduct. The ETP Operator shall send to the Participant the respective Notice of the Application return.

7.4.5. Blocking of funds on the special account of the Participant performed as prescribed by clause 7.4.4. of these Regulations shall be ceased:

7.4.5.1. within the term established by the current laws of the Russian Federation and the Customer's Regulations in the case when the Procurement summing-up report is published in the United Information System (UIS) and on the ETP. Thereat, the repayment or extinction of blocking shall be performed in respect of the funds of all Participants of the Procurement, except for the Participant whose Application was assigned the first number and whose funds shall be ceased to be blocked within the term established by the current laws of the Russian Federation and the Customer's Regulations in the case of the contract conclusion or from the date of adoption by the Customer, as prescribed by the Customer's Procurement Regulations, of the decision not to conclude the contract upon the Procurement results;

7.4.5.2. within an hour in case of the Customer's cancellation of the Procurement;

7.4.5.3. within an hour in case of refusal of the Participant's Application;

7.4.5.4. in other cases defined by the Customer's Regulations.

7.4.6. Funds credited to the special account as collateral for the Participant's Application shall be transferred to the Customer's account specified in the Notice of the Procurement conduct, the Procurement documents in the event of:

7.4.6.1. the Participant's avoidance or refusal of conclusion of the contract;

7.4.6.2. non-submission or improper submission (violating the terms and conditions set forth by the Notice of the Procurement conduct, the Procurement documents) of the collateral securing the contract execution to the Customer before the contract is concluded.

7.5. The Participant's compilation and publishing of the documents on the ETP and carrying out of other activities as part of the Procurement Procedures

7.5.1. When making-up and publishing documents on the ETP, the Participant shall ensure compliance with these Regulations, Federal Law No. 223-FZ as of July 18, 2011 On Procurement of Goods, Works and Services by the Certain Types of Legal Entities and with other legislative acts of the Russian Federation concerning procurement of goods, works and services, the Customer's Procurement Regulations. The Participant shall use the ETP in accordance with the User guides on operations on the Electronic Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft".

When compiling and publishing documents on the ETP, the Participant shall not download password-protected archival files.

Information submitted by the Participant while filling in the document forms on the ETP as part of the Procurement Participant's Application shall not be duplicated in the documents attached, unless otherwise is stipulated by the Arranger's internal documents.

7.5.2. Application for Participation in the Procedures provided for by these Regulations shall be created by the Participant's User in the User Profile by filling in the standard form "The Procurement Participant's Application".

It is not allowed to publish on the ETP the Application for Participation in the Procedures by filling in any other forms and to introduce thereto any documents concerning the Procurement Participant's Application.

The Participant's User shall publish the Application for Participation in the Procedures, provided for hereby, by its signing with the User's DS.

7.5.3. The Participant's Application shall be executed as required by clause 3.4. of the Procurement Act and the Procurement documents. The Participant shall not be entitled to specify in the first part of the Application the Participant's details and/or the price offer. The Participant shall not be entitled to specify in the second part of the Application the Participant's price offer.

7.5.4. Compilation and publishing of the Application for Participation in the Procedure shall be available for the Participant within the term specified by the Arranger in the Procedure Notice as the end date and time for acceptance of the Applications.

7.5.5. Upon publishing of the Procurement documents on the ETP, the Participant shall be enabled to send from their User Profile a request to the Arranger for clarification of provisions thereof as prescribed by the Procurement Act and the Procurement Regulations of the Primary Customer. Requests sent by the Participant to the Arranger with violation of requirements set out in this clause of the Regulations shall not be accepted for consideration by the Arranger.

Requests for clarification of provisions of the Procurement documents may not include the Procurement Participant's Applications.

Requests for clarification of provisions of the Procurement documents may not be included into the Procurement Participant's Applications.

7.5.6. The Procurement Participant's Application shall not be accepted by the ETP, if:

- the Application is not signed with the DS of the Participant's User;
- the Application is sent after the end of the term for submission of the Applications;
- in other cases defined by the Procurement Act.

7.6. Conclusion of the contract between the Customer and the Participant on the ETP

7.6.1. The Contract according to the results of the SME-Only Procurement shall be concluded on the ETP using its Software and signed with the digital signature of the person empowered to act on behalf of the Procurement Participant and the Customer. In case of any controversies regarding the draft Contract sent by the Customer, the Procurement Participant shall make-up the list of disagreements specifying remarks to the draft Contract's provisions not corresponding to the Notice, the Procurement documents and the respective Application and indicating the relevant provisions of the said documents. The list of disagreements shall be sent to the Customer via the Participant's User Profile. The Customer shall consider the list of disagreements and send to the Participant, via the User Profile, the revised draft Contract or resend the draft Contract specifying, in a separate document, the reasons of refusal of taking into account, in full or in part, of the remarks contained in the list of disagreements.

7.6.2. Settlements under the Contract between the Customer and the Participant shall be made by them individually, in compliance with the terms and conditions of the Contract, independently from the Operator.

7.6.3. The draft Contract shall be signed by the Customer and the Participant in the manner and within the term established by the Arranger.

7.6.4. The Operator shall ensure fulfilment on the ETP of the requirement to conclude the contract at the earliest 10 days after the publishing in the UIS of the summing-up report prepared on the Procurement results.

7.6.5. At the time of the Customer`s signing of the Contract and annexes thereto on the ETP, the Operator shall immediately provide access to the signed Contract and annexes thereto to the Customer, the Arranger and the Participant in their respective User Profiles.

7.6.6. The Operator may enable the Arranger`s publishing, in their User Profile, of the documents related to ratification of the draft Contract with the Arranger. The scope and procedure for granting of such functionality shall be defined in accordance with the User guides on operations on the Electronic Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft".

7.6.7. The Operator shall ensure the ETP-storage of the Contract signed by the Customer and the Participant within the term established by these Regulations for storage of documents and shall submit the same upon request of the Customer, the Participant and other persons in the cases defined by the current laws of the Russian Federation.

SECTION 8. RATE POLICY

8.1. The cost of provision to the Arrangers and the Participants of the Access to the ETP Procurement Procedures and/or the Winning Participant Fee shall be determined by the Operator in the Rate Schedules of the Operator published at <https://www.tektorg.ru/rosneft> and shall be paid by the Arrangers and the Participants as prescribed in this Section of the Regulations.

8.2. Rates shall be set by the Operator in Russian rubles. If the Arranger conducts the Procurement Procedure specifying the amount in a foreign currency, such amount, for the purposes of the Rates application, shall be translated by the Operator into Russian rubles at the exchange rate set forth by the Bank of Russia as of the date when the Procurement Procedure is announced on the ETP.

8.3. The Rate Policy in respect of the Procurement Procedures, except for the SME-Only Procurement Procedures.

8.3.1. The Arranger`s/the Participant`s payment for the Access to the ETP Procurement Procedures, conduct of operations connected with Securing of the Participant`s obligations to the Operator for payment of the Fee and the Fee payment shall be made with the Operator`s using of subaccount 1 of the Arranger`s/the Participant`s Customer Account.

8.3.2. The Arranger/the Participant hereby empowers the Operator to, and acknowledges that the Operator shall, individually take all necessary actions on subaccount 1 of the Arranger`s/the Participant`s Customer Account associated with recording of amounts of payment for the Access to the ETP Procurement Procedures and for the Fee.

8.3.3. The Arranger and the Participant shall pay for provision of the Access to the ETP Procurement Procedures according to the Operator`s Rate Schedule, being in effect as of the time of the Rate Activation, as follows, except for the payment for the Quick Start Rate:

8.3.4. Upon the ETP Accreditation, the Arranger/the Participant shall transfer funds to their Customer Account in the amount sufficient to pay for the Rate selected under the Rate Schedule.

8.3.5. The Arranger/the Participant shall select the Rate in their User Profile by making marks in the form "Selection of the Rate Schedule".

The Rate shall be activated subject to sufficiency of the funds on subaccount 1 of the Customer Account, unless otherwise is stipulated by the Contract for Additional Services or the

terms and conditions of the Rate. In case of insufficiency of the funds on subaccount 1 of the Customer Account, the Arranger/the Participant may not select the Rate and shall receive the message on insufficiency of the funds and necessity to credit subaccount 1 of the Customer Account. The Arranger/the Participant shall be enabled to create on the ETP, if required, the invoice for transfer of funds to pay for the Rate.

8.3.6. At the time of the Rate Activation, the Operator shall make a record on reducing of the balance of the Arranger`s/the Participant`s funds on subaccount 1 of their Customer Account by the amount of payment for the Rate or shall reflect the Arranger`s/the Participant`s debt owed to the Operator, if an opportunity of the Rate Activation in case of insufficiency of the funds on subaccount 1 of the Customer Account is provided for by these Regulations, the Contract for Additional Services or the terms and conditions of the Rate.

8.3.7. The Arranger/the Participant shall receive the Notice of the Rate Activation, and of the payment made, to the e-mail address of the Arranger`s/the Participant`s Administrator.

8.3.8. In the cases when the Fee payment obligations arise for the Participant according to the selected Rate, the payment shall be made with recording of the operation on subaccount 1 of the Participant`s Customer Account at the expense of the funds in respect of which an entry of blocking is made on the Customer Account as prescribed hereby, within one business day from the Arranger`s publishing on the ETP of the Procedure summing-up report.

The Operator shall be entitled to make entries on subaccount 1 of the Customer Account on blocking of the funds in the amount required for the Participant`s fulfilment of the Fee payment obligations to the Operator from the time of the Participant`s submission of the Application for Participation in the Procedure as prescribed in clauses 5.2. and 6.6. of these Regulations.

8.3.9. The Participant shall pay for provision of the Access to the ETP Procurement Procedures according to the Quick Start Rate being in effect as of the time of the Rate Activation, as follows:

8.3.9.1. The Participant shall transfer the funds to the Operator in the amount required to pay for the Quick Start Rate.

8.3.9.2. The Rate shall be activated via the ETP facilities at the time of sending of the ETP Accreditation Notice to the Participant.

8.3.9.3. At the time of the Rate Activation, the Operator shall reflect the Participant`s debt, owed to the Operator, on the Participant`s Customer Account.

8.3.9.4. The Participant shall receive the Notice of the Rate Activation, and of the payment made on subaccount 1 of the Customer Account, to the e-mail address of the Participant`s Administrator.

8.3.10. The Arranger`s/the Participant`s payment for the Operator`s services, including for the Access to the ETP Procurement Procedures and the Fee according to the selected Rate Schedule, shall be deemed made at the time when the Operator makes an entry on the reducing of the balance of the Arranger`s/the Participant`s funds on the relevant subaccount of the Customer Account by the amount of payment for the Rate or the Fee. Funds transferred and sufficient to pay for the Quick Start Rate, shall be credited to the Operator`s settlement account not later than five (5) business days from the Rate Activation.

8.3.11. If the Arranger/the Participant, before the expiration of the term for the Access to the ETP Procurement Procedures, does not exercise, or refuses of the exercising of, the rights granted to them upon obtaining of the Access to the ETP Procurement Procedures, as well as in the cases specified in clause 9.2 hereof or in the case of termination of the Contract for Operations on the Electronic Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft", the amount of payment shall not be refunded to the Arranger/the Participant.

8.3.12. On the date of the Arranger`s/the Participant`s Activation of the Rate or on the date of the Participant`s payment for the Quick Start Rate, but not later than five (5) business

days from the Quick Start Rate Activation, the Operator shall compile and sign electronically the unified transfer document (hereinafter – the “UTD”) and send the same to the Arranger/the Participant via the EDF System. If the Arranger/the Participant does not join the EDF System, the UTD shall be compiled and signed by the Operator in hard copy and the Arranger/the Participant shall obtain the same individually from the Operator not later than 10 business days from the Rate Activation by notifying the Operator 1 business day prior to the expected date of receipt thereof. The UTD shall be signed by the Arranger/the Participant within 10 business days from its receipt. If, within the specified term, the Arranger/the Participant does not sign the UTD, does not receive the UTD when the respective responsibility is imposed on them or does not submit the justified refusal of its signing, then the Operator`s obligations shall be deemed fully and duly performed and the UTD shall be deemed signed.

8.3.13. Within five business days from the Participant`s payment of the Fee subject to the provisions hereof, the Operator, not using the ETP Software, shall generate the Procurement Procedure summing-up reporting documents in hard copy and send the same using the postal services of FSUE Russian Post, or, within five business days from generation of the documents, the Participant can receive them individually from the Operator subject to the Operator is notified thereof on or after the Fee payment date. Upon expiration of the term for individual obtaining of the documents and non-receipt thereof by the Participant, the Operator shall send them to the Participant using the postal services of FSUE Russian Post.

The UTD shall be compiled and signed by the Operator in electronic format within five business days from the Fee payment and shall be sent to the Participant as prescribed by the first paragraph of this clause of the Regulations.

8.3.14. If, upon completion of the Procurement Procedure, the Contract is not concluded between the Customer and the Winning Participant, the amount of the Fee/activated rate shall not be repaid to the Participant.

8.3.15. Non-payment or incomplete payment by the Arranger/the Participant of the Operator`s services (rate), or the Fee, within the specified term can be a reason for suspension of the Participant`s admittance to the Procurement Procedure as well as a ground for termination of the Contract for Operations on the Electronic Platform of TEK-Torg JSC in the Section “Procurement Procedures of Rosneft” concluded with the Operator.

8.3.16. For delay in payment for the Operator`s services (rate), the Winning Participant Fee, the Operator shall be entitled to request that the Arranger/the Participant pays the forfeit at 0.05% of the amount of unpaid rate (services), Fee. The forfeit shall be charged per every calendar day of delay in payment for the Operator`s services, the Fee, starting from the date following the last day of the payment term stipulated hereby to the date of actual fulfilment by the Arranger/the Participant of their obligations to pay for the rate (services), Fee.

8.4. The Rate Policy in respect of the SME-Only Procurement Procedures.

8.4.1. The amount of rates and payment procedure in respect of the SME-Only Procurements shall be established according to the legislative acts regulating the procedure and provisions for conduct of the SME-Only Procurements and shall be specified in the Rate Schedule approved by the ETP Operator.

8.4.2. If the Participant selects, according to the legislative acts regulating the procedure and provisions for conduct of the SME-Only Procurements, the way of payment by debiting the funds from the special account dedicated by them, the Participant, using the ETP Software, shall make-up a request for debiting the funds, with indication of the special account from which the payment shall be written-off. The request shall be deemed received by the Operator at the time of its signing with the Participant`s digital signature. The Operator shall send to the bank the instruction to debit the funds in the amount of payment within one business day from receipt of the request. If the instruction is not executed within three business days, the Operator shall notify the Participant of the necessity to pay for the Operator`s services.

8.4.3. If the Participant selects the way of payment upon the Operator’s claim to transfer the funds (the invoice), such claim shall be discharged within the term not exceeding 7 days from the Operator’s presentation of the claim. Thereat:

- every claim shall be discharged by the Participant by a separate payment;
- the purpose of payment shall correspond exactly to the same specified in the Claim;

8.4.4. In case of the Participant’s non-compliance with the requirements set out in clause 8.4.2. hereof in the payment transfer, the received payment will be credited by the Operator to subaccount 1 of the Participant’s Customer Account; thereat, the Participant shall be entitled to send to the Operator the requirement to debit the payment under the Procurement Procedure from subaccount 1 as prescribed by clause 8.4.4. of these Regulations.

8.4.5. If the Participant selects the way of payment by the Operator’s debiting of funds from subaccount 1 of the Participant’s Customer Account, the Participant, using the ETP Software, shall create a request for debiting the funds from subaccount 1 of the Participant’s Customer Account. The request shall be deemed received by the Operator at the time of its signing with the Participant’s digital signature. The Operator shall debit the funds within one business day from receipt of the request, but not earlier than conclusion of the contract upon completion of the Procurement Procedure or the Participant’s recognition as avoided the contract conclusion.

8.4.6. Within 5 business days from conclusion of the contract between the Customer and the Participant upon completion of the Procurement Procedure or on the date of the Arranger’s publishing on the ETP of the report according to which the Participant is recognized as avoided the contract conclusion, the Operator shall compile and sign, in electronic format, the unified transfer document (hereinafter – the “UTD”) and send the same to the Participant via the EDF System. If the Participant does not join the EDF System, the UTD shall be compiled and signed by the Operator in hard copy and the Participant shall obtain the same individually from the Operator, not later than 10 business days from the date specified in this clause as the date of the UTD generation, by notifying the Operator 1 business day prior to the expected date of receipt thereof. The UTD shall be signed by the Participant within 10 business days from its receipt. If, within the specified term, the Participant does not sign the UTD, does not receive the UTD when the respective responsibility is imposed on them or does not submit the justified refusal of its signing, then the Operator’s obligations shall be deemed fully and duly performed and the UTD shall be deemed signed.

8.4.7. The history of the Participant’s financial activities under the SME-Only Procedures shall be reported on the SME subaccount of the Participant’s Customer Account.

SECTION 9. THE ETP PERFORMANCE FEATURES AND RESOLUTION OF THE EMERGENCY SITUATIONS

9.1. The ETP performance features

9.1.1. The Operator shall ensure operating capability and performance of the ETP in accordance with requirements established by the current laws of the Russian Federation, these Regulations and other Internal Documents of the Operator, as well as by the User guides on operations on the Electronic Platform of TEK-Torg JSC in the Section “Procurement Procedures of Rosneft”.

9.1.2. The Operator shall ensure continuity of the Procedures, operational reliability of the software and the hardware used to conduct the Procedures, as well as the equal Access of the Arrangers/the Participants to the ETP Procedures depending on their Roles.

9.1.3. The Operator shall ensure application of the Information Protection Facilities in respect of the information processed on the ETP, subject to requirements of laws and other legislative acts of the Russian Federation.

In making-up and publishing the documents on the ETP, the Arranger and the Participant shall comply with requirements set out in the User guides on operations on the Electronic Platform of TEK-Torg JSC in the Section “Procurement Procedures of Rosneft”, including the requirements to possible file extension.

When compiling and publishing documents on the ETP, the Arranger and the Participant shall not download password-protected archival files or the archival files containing the folder “__MACOSX”.

9.1.4. The Operator shall ensure usage of the cryptographic information protection facilities (CIPF), certified as prescribed by the Russian Federation laws, in respect of the documents submitted by the Arrangers and the Participants, stored in electronic format in the ETP Software and Hardware System.

9.1.5. To ensure the information security, duly certified information protection facilities are used.

9.1.6. The Operator shall use the information backup and recovery facilities in accordance with the Data Backup and Recovery Policy approved by the Operator.

9.1.7. Information protection procedure shall be defined according to the approved Internal Documents of the Operator.

9.1.8. The Operator shall establish requirements to the Participants` and the Arrangers` software and hardware facilities necessary for carrying out of operating activities on the ETP.

9.1.9. To ensure the quality of the services provided, the Operator shall perform the routine works for maintenance and modification of the ETP (hereinafter – the “routine works”) every Sunday from 00:30 to 02:30 (Moscow time). Date and time of the routine works may be changed by the Operator individually, but subject to mandatory notification of the Arrangers and the Participants by publishing the information on the ETP in the “News” Section at least three days prior to the date and time of commencement of the routine works, specifying the date and time of their start and end. The overall duration of the routine works shall not exceed 72 hours per month. The Operator shall inform the Arrangers and the Participants of the date and time of the routine works to ensure suitable conditions for operating on the ETP for the Arranger and the Participant, effective planning of the time frames of the Procedures by the Arrangers and to exclude the situations where the Procedure`s closing date or the time of the bidding stage of the auctions coincides with the periods of the routine works.

9.1.10. During performance of the routine works, the Arranger/the Participant shall not be enabled to operate in the User Profile on the ETP and all auctions, under which the bidding stage takes place, shall be suspended. Upon completion of the routine works on the ETP, the Operator shall inform the Arrangers so as to enable them to decide on changes in the time frames of the auctions.

9.1.11. In case of the auction`s recommencement (changes in the time frame of conduct), the Operator shall inform all Participants of the auction of the time of such auction conduct (prolongation, renewal) by sending the respective Notices to the Participants` User Profiles.

9.1.12. During performance of the routine works, access to the information posted in the Public Part of the ETP may be limited.

9.2. Emergency situations

9.2.1. A situation may be deemed the emergency situation, if resulting from force-majeure circumstances, i.e. extraordinary circumstances unavoidable under the given conditions (acts of God, acts of terrorism, subversion and sabotage, strikes, political regime change and other political woes, changes in laws, decisions of legislative and/or executive authorities, military activities, mass riots and other circumstances beyond reasonable control of the Operator) and affecting directly the Operator`s fulfilment of their obligations, as well as the circumstances of technical and organizational origin, including, inter alia, technical malfunction arising from hardware faults and failures, software faults and failures, malfunction, faults and failures of systems of communications, power supply, conditioning and of other life support systems.

9.2.2. All decisions related to the recognition of the situation as an emergency situation, including affecting the Procurement Procedures conduct, shall be made by the authorized body of the Operator and announced to the Participants/the Arrangers via the ETP facilities or other available means. The Operator`s decisions on resolution of the emergency situation shall be binding on the Participants/the Arrangers.

9.2.3. If the Users` Access to the ETP is terminated during the Procurement Procedures, all documents of the Arrangers and the Participants submitted to the ETP before the access termination shall be saved.

9.2.4. In occurrence of extraordinary situations, recovery works shall be performed on the ETP.

9.2.5. In occurrence of extraordinary situations on the ETP, the Operator shall define the time, date of start and end of the remedial works individually, but subject to mandatory notification of the Arrangers, the Customers and the Participants by publishing the relevant information on the Operator`s website, provided for the ETP is available for operating. While adhering to the specified conditions over the period of routine and remedial works, the Operator shall be entitled to bar the Participant/the Arranger from the services provided for by these Regulations.

SECTION 10. LIABILITY AND DISPUTE RESOLUTION

10.1. For violating the rules of operating on the ETP, the Participant/the Arranger shall bear responsibility as stipulated by these Regulations and laws of the Russian Federation.

10.2. For the Arranger`s/the Participant`s violation of requirements established by the laws and other legislative acts of the Russian Federation, these Regulations, other Internal Documents of the Operator, as well as the User guides on operations on the ETP, non-fulfilment (improper fulfilment) of their obligations arisen as a result of operations on the ETP, including in conduct of the Procurement Procedures, the Operator may suspend the Access to the ETP Procurement Procedures or exclude from the number of the Arrangers/the Participants. The Access to the ETP Procurement Procedures shall be suspended by blocking the respective user account, whereof the Operator shall inform the Arranger/the Participant by sending the Notice to the e-mail address of the Arranger`s/the Participant`s Administrator. If the Operator decides to exclude from the number of the Arrangers/the Participants, the Operator shall send the Notice of termination of the Contract for Operations on the Electronic Platform of TEK-Torg JSC in the Section "Procurement Procedures of Rosneft" 10 calendar days prior to the contract termination date.

10.3. The Operator shall be entitled to disclose information on the events of non-fulfilment by the Participant/the Arranger of their obligations on the Operator`s website.

10.4. The Operator shall not be liable for any damage, forfeiture and other losses incurred by the Participant/the Arranger due to their incompliance with requirements of these Regulations as well as in the following cases:

10.4.1. the Users having no computers with necessary set of the software and hardware features meeting the requirements to operations on the ETP.

10.4.2. existence of the software and hardware restrictions and settings in the Participant`s/the Arranger`s computer equipment which do not enable the Participant`s/the Arranger`s Users to operate efficiently on the ETP.

10.4.3. impossibility to work due to the viral infection of the Participant`s/the Arranger`s computer equipment (in this case, the ETP blocks the upload of files to the ETP from the infected computers).

10.4.4. deficiencies in operating of the network systems, as well as restrictions and malfunction of the software and hardware systems of the Participant/the Arranger which have

led to non-regulated and unexpected disconnecting from the Internet and have not allowed to perform efficiently the functions of the Participant/the Arranger.

10.5. The Operator shall not be liable for any losses incurred by the Participant/the Arranger due to their improper reviewing of the information concerning the ETP operation, and namely:

10.5.1. the Users` little knowledge of provisions of these Regulations, ignorance and improper fulfilment of all requirements set out herein, which have led to assuming of additional, excessive, advanced and unplanned obligations and affected adversely the commercial activity and goodwill of the Participant/the Arranger.

10.5.2. acts performed on the ETP by third persons due to their incompetence and little knowledge of these Regulations and the current laws of the Russian Federation, which have led to the Users` assuming of additional, excessive, advanced and unplanned obligations to other Users of the ETP.

10.6. The Arranger shall be responsible for reliability of data and information published by them in any part of the ETP. If the Arranger performs any acts under the Procedures in violation of the specified time frames provided for by the documents and/or the legislation, they shall bear responsibility subject to the Russian Federation laws.

10.7. All disputes arisen between the Operator and the Participant/the Arranger shall be settled by negotiations, and in case of the absence of mutually acceptable decision they shall be considered by the Arbitration Court of the city of Moscow or by the court of general jurisdiction in compliance with the current laws of the Russian Federation.

SECTION 11. VERSION PRECEDENCE

11.1. If these Regulations are translated into other languages, then, if any differences between the versions of the Regulations` text, provisions of these Regulations in Russian shall prevail.