

Approved:  
Chairman of the Competition Commission  
A.V. Mazurec

Approval date 

02	03	2021
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### Procurement Documentation

Public request for                      Competitive selection                      not in electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: <a href="http://etpgpb.ru/">http://etpgpb.ru/</a>			
Date for the requests receiving commencement	02	03	2021	
Date and time for the request receiving completion	18	03	2021	10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results	Date for examination of procurement bidder proposals «23» March 2021			
	Date for summarizing of results «23» March 2021			
Commencement date for providing clarifications on procurement documentation		02	03	2021
Completion date for providing clarifications on procurement documents		12	03	2021
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Not applicable			
Option to engage co-contractors/subcontractors	Applicable			
Distribution of the total scope of procurement between the procurement parties	Not applicable			
Subject-matter of the procurement	Fiscal representation in Tax Authorities of Austria			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Fiscal representation in Tax Authorities of Austria			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
530 000	EUR	Not determined	Eq.unit	52.23.19	52.23.19.190
Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services			Austria		

Term and Payment Procedure for Goods (Work. Service)	1. The Agent will invoice the Principal for the services rendered monthly, not later than on the 10 <sup>th</sup> day following the reporting month. The Principal shall pay the Agent by bank transfer within 30 calendar days after the receipt of the invoice.
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	<b>Applicable*</b> * The bidder may propose an alternative agreement meeting therewith all the mandatory terms and conditions directly mentioned in the procurement documentation and draft of the agreement: articles 6.1, 6.2 can't be changed.

Assessment and Comparing Criteria of Quotes		
Lot No.1		
Name of Criterion 1	Set up company's Data into Tax Management system and review of initial information provided and registration with the tax authorities, EUR One time setup fee	
Points Calculation Procedure for Criterion 1	To calculate the points as per the criterions the following formula is applied: Sbasic / Soffer x Ki, where Sbasic– the best (cheapest) from all the offers of the participants; Soffer – evaluated offer of the participant; Ki– maximum number of points of present criterion	
Maximum number of points for criterion 1		10
Name of Criterion 2	Preparation and filing of monthly tax returns (no fee if nil return), EUR per declaration	
Points Calculation Procedure for Criterion 2	To calculate the points as per the criterions the following formula is applied: Sbasic / Soffer x Ki, where Sbasic– the best (cheapest) from all the offers of the participants; Soffer – evaluated offer of the participant; Ki– maximum number of points of present criterion	
Maximum number of points for criterion 2		50
Name of Criterion 3	Provision of being fiscal representative for the company, EUR per month	
Points Calculation Procedure for Criterion 3	To calculate the points as per the criterions the following formula is applied: Sbasic / Soffer x Ki, where Sbasic– the best (cheapest) from all the offers of the participants; Soffer – evaluated offer of the participant; Ki– maximum number of points of present criterion	
Maximum number of points for criterion 3		15
Name of Criterion 4	Filing of reports to the airports (if requested), EUR per report	
Points Calculation	To calculate the points as per the criterions the following formula	

Procedure for Criterion 4	is applied: Sbasic / Soffer x Ki, where Sbasic– the best (cheapest) from all the offers of the participants; Soffer – evaluated offer of the participant; Ki– maximum number of points of present criterion
Maximum number of points for criterion 4	5
Name of Criterion 5	Additional services (on Principal's request/Agent's suggestion), EUR per 1 hour
Points Calculation Procedure for Criterion 5	To calculate the points as per the criterions the following formula is applied: Sbasic / Soffer x Ki, where Sbasic– the best (cheapest) from all the offers of the participants; Soffer – evaluated offer of the participant; Ki– maximum number of points of present criterion
Name of Criterion 5	15
Name of Criterion 6	Recommendations from airlines which are active clients of the participant upon the procurement subject, pcs.
Points Calculation Procedure for Criterion 6	To calculate the points as per the criterion the following formula is applied: Soffer / Sbasic x Ki, where Sbasic– the best (maximum) from all the offers of the participants; Soffer – evaluated offer of the participant; Ki– maximum number of points for criterion
Maximum number of points for criterion 6	5
TOTAL:	100

## 1. General Terms of the Procurement Procedure

1.1. The Procurement is undertaken in accordance with the Federal Act dated 18 July 2011 No. 223-FZ "On Procurement of Goods, Works, Services by Certain Types of Legal Entities" and Regulation on Procurement of Goods, Works, and Services (I-GD-241-18 Edition 4).

1.2. Priority provision to goods of Russian origin, works, services performed, provided by Russian persons is applied in accordance with the Regulation of the Government of the Russian Federation No. 925 dated 16.09.2016.

1.3. The procurement documentation is an invitation addressed to an indefinite circle of persons to give proposals under the procurement procedure.

The procedure for the competitive selection/price selection is neither competition, nor auction for the right to be awarded a contract, or governed by Articles 447 - 449 Part One of the Civil Code of the Russian Federation. This procedure is also not a public competition nor governed by Articles 1057-1061 of Part Two of the Civil Code of the Russian Federation. Thus, the terms of the competitive selection/price selection does not entail for the Customer the relevant scope

of civil legal obligations pertaining to mandatory conclusion of an agreement with the winner or other bidder.

1.4. The Customer has the right to refuse competitive selection or price selection for one or more subject of purchase (lot) before the date and time for the request receiving completion on the procurement procedure. The decision about competitive selection or price selection refuse (refusal notice to purchase) shall be placed in a unified information system on the day of such decision.

1.5. At any time before the end (expiration) of the request receiving completion for participation in competitive selection or price selection, the customer may, on its own initiative or in response to the request of any applicant, make changes to the procurement notice of competitive selection or price selection, procurement documentation.

1.6. Within three days from the date of adoption of the decision on need for change the procurement notice carrying out competitive selection or price selection or procurement documentation such changes shall be placed by the customer in unified information system.

1.7. In the case of changes in the procurement notice or procurement documentation of competitive selection or price selection, the deadline for the request receiving completion for participation in such procurement procedure shall be extended so that from the date of placement in the unified information system of these changes until the Date and time for the request receiving completion for participation in such procurement was not less than half of the deadline for submission of applications for participation in such procurement, established by the procurement regulations for this procurement method.

## **2. Procedure for Submission of Requests**

2.1. To participate in the competitive selection/price selection the bidder shall prepare a request for participation in the procurement procedure executed in full compliance with the requirements of the procurement documentation. The bidder may submit only one request with respect of each subject-matter of the competitive selection/price selection (lot).

2.2. In pursuance of procurement documentation all documents shall be submitted to the electronic platform facility as scan-copies of signed documents.

2.3. The bidder may amend or withdraw a submitted Request for participation in the competitive selection/price selection not later than the deadline for submission of Requests for participation in the competitive selection/price selection. Amendment or addition to the Request is permitted by submission of a new Request only, then the original Request shall be withdrawn by the bidder.

## **3. Form and procedure for Clarifications on the Points of the Procurement Documentation to the Bidders**

3.1. Any bidder of the competitive procurement process may submit the customer in the order stipulated by the Federal law No. 223-FZ and regulations on procurement, an inquiry for clarification of the of the points of the procurement notice and (or) procurement documentation.

Within three working days from the date of receipt of the inquiry, the customer shall clarify the provisions of the competitive procurement documentation and place them in in the unified information system indicating the subject of the inquiry, but without specifying the name of participant of such procurement from whom the inquiry was received.

In this case, the customer has the right not to carry out such an explanation if the specified request was received later than three working days before the deadline of the date and time for the request receiving completion for participation in such procurement procedure.

- 3.2. In the implementation of competitive procurement process in electronic form, the direction by the participants of such inquiries for clarification of the points of the of the procurement notice and (or) procurement documentation shall be provided by the operator of the electronic platform on the electronic platform.

#### **4. Payment Method for Goods, Work, and Service**

- 4.1. The payment method is cashless transfer.

#### **5. Pricing Procedure for the Agreement Price (Lot Price)**

- 5.1. The Agreement Price (Lot Price) shall be formed subject to expenses for carriage, insurance, payment of customs duties, taxes and other mandatory payments unless otherwise is provided in the Terms of Reference (Appendix 3).

5.2.

**6. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the Customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs.**

6.1. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the Customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs are set forth in the Terms of Reference (Appendix 3).

**7. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer properties), its quantitative and qualitative features, requirements for description by the procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features.**

7.1. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer properties), its quantitative and qualitative features, requirements for description by the procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features are set forth in the Terms of Reference (Appendix 3).

**8. Requirements for the procurement bidders and list of documents to be submitted by the procurement bidders to confirm their conformity with the established requirements**

8.1. There are set the following mandatory requirements for a legal capacity of the procurement bidder

8.1.1. The conformity of the procurement bidder with the requirements set in accordance with the laws of the Russian Federation for persons making deliveries of goods, performance of works, provision of services which are the subject-matter of the procurement.

8.1.2. Availability of the relevant licenses, certificates, approvals and other permits of governmental authorities of the Russian Federation and/or other countries (if applicable) to undertake by them or persons contracted by them, of activity which is necessary to meet obligations undertaken by them in accordance with this documentation and an agreement expected for conclusion in accordance with this documentation.

8.1.3. No liquidation proceeding with respect to the corporate procurement bidder and a lack of an arbitration award on the adjudication of the corporate bidder, individual entrepreneur a bankrupt or initiating bankruptcy proceedings.

8.1.4. No suspension of the procurement bidder's business in accordance with the procedures contemplated by the Russian Federation Administrative Offence Code as of the day of submission of the request for participation in the procurement.

8.1.5. A lack of the indebtedness with the procurement bidder on taxes, dues and other mandatory payments accrued to the budgets of the budgetary system of the Russian Federation (except for those amounts where it is granted a delay, payment by instalments, investment tax credit in accordance with the laws of the Russian Federation on taxes and charges which are rescheduled in accordance with the laws of the Russian Federation where there is a court decision which has entered into legal force, on recognition of the obligation of the claimant to pay such amounts discharged or which have been adjudicated bad debts for recovery in accordance with the laws of the Russian Federation on taxes and charges) for a calendar year elapsed.

The procurement bidder shall be deemed complying with the established requirement provided that it appeals the existence of the said arrears, indebtedness and a decision on such appeal is pending as at the day of examining such request for identifying a supplier (contractor, provider) is not taken.

8.1.6. A lack of information of the procurement bidder in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".

8.1.7. The procurement bidder shall not have a conflict of interests with the customer's employees.

8.1.8. The procurement bidder shall provide a certified information about the absence/presence of affiliation of the bidder with the employees of the Customer and their close relatives.

8.2. The list of all documents evidencing the conformity of the procurement bidder with the established requirements is given in the Questionnaire Form of the bidder (Appendix 2).

8.3. Additional requirements for the procurement bidders related to the requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service as well as the procedure for confirming the conformity of the procurement bidders with the said requirements may be provided for by the Terms of Reference (Appendix 3).

## **9. Requirements for the Contents, Form, Execution and Setup of the Request for Participation in the Procurement**

9.1. The bidder's Request shall include the following documents:

9.1.1. The Request for participation in the procedure executed on the official letterhead of the procurement procedure bidder (Appendix 1).

9.1.2. The bidder's Questionnaire Form executed on the official letterhead of the procurement procedure bidder (Appendix 2).

9.2. All documents and information submitted by the bidders shall be issued in Russian or English. If any information or documents are submitted in other language, they shall be accompanied by translation into Russian or English.

9.3. All prices shall be stated in the currency of the initial (maximum) price of the agreement (lot price). If the price in the bidder's request is set in the currency which is different from the initial (maximum) agreement price (lot price), the Customer may recalculate the price into the required currency at the rate as of the end date for taking the requests for assessment and comparison of requests.

9.4. A request shall be provided for each lot separately.

9.5. A request shall include one main request with the price, dates and other terms of delivery of goods/performance of works/provision of services provided that submission of alternative proposals is not contemplated by procurement documentation.

9.6. The Bidders shall pay independently all expenses related to submission of the request, including but not limited to expenses for examination of this documentation and issuance of proposals.

## **10. Procedure for Assessment and Comparison for Requests to Participate in Procurement and summarizing of results**

10.1. Requests for participation in procurement shall subject to two-stage check:

Stage one – is a pre-qualification stage of examining such requests for the conformity with the requirements of procurement documents in part of execution of such requests;

Stage two – is an assessment stage of requests passed the pre-qualification stage.

10.2. The pre-qualification stage of examining of requests for the conformity with requirements of procurement documentation shall be carried out based on the following indicators and assessment procedure:

10.2.1. Conformity with the requirements for procurement bidders: checking the bidders for the conformity with the requirements based on documents received in accordance with clause 8, including but not limited for its legal capacity and a lack of a procurement bidder in the register of mala fide suppliers.

10.2.2. The completeness of the documents submitted: check for the conformity of the documents submitted in the request with the required list (Appendix 1 and 2) as well as the accuracy of information and documents submitted.

10.2.3. Conformity of the request for participation with the requirements of procurement documents: check for the contents of the request, including the contents of the price proposal, other information in accordance with the requirements of procurement documentation.

10.3. If in the course of the pre-qualification stage the competition commissions establishes the fact that the request fails to conform by one or more indicators referred to in clause 9, such request shall be waived and shall be subject to no further examination.

The request of the procurement bidder may also be waived in the following instances:

a) there is a failure to submit copies of documents as well as other information required by the procurement documentation;

b) non-conformity of the procurement bidder with the requirements for the procurement bidders set by procurement documentation;

c) submission of knowingly false information as a part of the request, intentional misrepresentation of information or documents making a part of such request;

d) a failure to provide clarifications on the request for participation in the competitive selection upon request of the Competition Commission;

e) existing information on the procurement bidder in the register of mala fide suppliers;

f) existing overdue accounts receivables with the procurement bidder and/or unfulfilled obligations to the customer and its subsidiaries and related companies (including affiliated structures with the procurement bidder);

g) non-conformity of goods, works, and services offered with the requirements of procurement documentation;

h) existing other adverse information identified by the results of the check.

10.4. If only one request for participation in the procurement procedure is received by the completion date for submission of requests for participation in the competitive selection/price selection established by procurement documentation, such the competitive selection/price selection shall be deemed failed.

10.5. If procurement documentation provides for two or more lots, the competitive selection/price selection shall be deemed failed with respect to those lots only with respect of which the only request has been submitted.

10.6. If the only request for participation in the procurement procedure is received by the customer by the completion date for submission of requests set by procurement documentation, despite the competitive selection/price selection is recognized failed, the competition commission shall examine it in the manner contemplated by this documentation. If the request for participation in the procurement procedure being examined and the procurement bidder submitted such request conform with the requirements and terms contemplated by procurement documentation, the Customer to enter into an agreement with such bidder.

10.7. If a request of the only bidder is recognized conforming with the procurement documentation at the pre-qualification stage, such bidder shall be deemed the only bidder in the competitive selection/price selection. The Customer enter into an agreement with the procurement bidder which has submitted such request, on the terms of procurement documentation, draft agreement and request submitted by such bidder. Such bidder is not entitled to waive the conclusion of the agreement with the customer. The competitive selection/price selection shall be deemed failed in such case.

10.8. The request which have passed the pre-qualification stage shall be assessed by criteria stated in the Assessment and Comparison Criteria of the Requests table. The proposal prices of all bidders excluding VAT shall be used as a single basis for comparing price proposals.

10.9. If in the course of assessing the requests for participation in the competitive selection/price selection the Competition Commission is necessary to extend the dates of pre-qualification and/or assessment stage stated as the dates for examining proposals of the procurement bidders and summarizing the procurement results, in the notice on holding the competitive selection/price selection the customer shall, within one working day after a decision is made by the competition commission on extension of the dates for the pre-qualification and/or assessment stage, post a notice on the extension or reduction of the relevant term in the unified information system.

10.10. The Winner in the competitive selection/price selection.

10.10.1. It shall be recognized the Winner in the price selection that procurement bidder which conforms to the requirements set by procurement competitive selection/price selection documentation, which has failed a request that meets all the requirements set by procurement documentation and where it is stated the lowest price for goods, works, and services.

10.10.2. It shall be recognized the Winner in the competitive selection that bidder which conforms to the requirements set by procurement documentation, which has proposed the best combination of terms for the performance of an agreement and to the request for participation in the competitive selection is assigned number one. The assignment of the sequence number to each request for participation in the competitive selection as the advantage degree of the terms for the performance of an agreement contained in such request decreases, shall be done by the results of final point calculation for each request. Number one shall be assigned to the request for participation in the competitive selection which has gained the highest final point. The final point of each request for participation in the competitive selection shall be calculated by adding points for each criterion for the assessment of such request.



If more than one requests for participation in the competitive selection include equal combination of terms for the performance of an agreement, a lesser sequence number shall be assigned to the request for participation in the competitive selection which has been received earlier than other requests for participation in the competitive selection which contain such terms.

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record. The Record shall be signed (adopted) not later than in ten (10) days from the day of the meeting of the competition commission.

10.12. The Record shall be posted in the unified information system not later than in three (3) days from its signature.

10.13. The term for signing of the agreement with the bidder whose proposal is considered the best – shall be not later than three calendar days from the date of receipt of the agreement from the customer.

10.14. Should the winner in the price selection be evading the conclusion of the agreement, the Competition Commission may take a decision to sign the agreement with the bidder which offered the same price in its request as the winner, or whose proposal of the agreement price contains better terms after those proposed by the winner. The agreement with such bidder shall be signed on the terms of the draft agreement attached to the procurement documentation at the price offered by such bidder in the request. Such bidder is not entitled to waive the conclusion of the agreement.

Should the bidder which offered the same price in the request as the winner, waive the conclusion of the agreement, or which proposed the terms next to the ones proposed by the winner, the price selection shall be recognized failed.

10.15. Should the winner in the competitive selection be evading the conclusion of the agreement, the competition commission may take a decision to conclude an agreement with the bidder whose request was assigned number two by the results of assessment and comparison of requests (proposals), on the terms of the performance of the agreement proposed by such bidder in the request. Such decision shall be executed as the relevant record of the meeting of the competition commission. The bidder in the competitive selection is not entitled to waive the conclusion of the agreement.

10.16. In case of refusal of the customer to enter into a contract with the winner of the price selection or a participant who offered the same price in the application as the winner, or an offer on the price of the contract which contains the best conditions following after the proposed winner, as well as in the case of refusal of the customer to enter into a contract with the winner of the competitive selection and the participant whose application was assigned a second number, the customer shall place information about the refusal in the unified information system within 3 days from its signature.

10.17. The customer has the right after the completion of the qualifying stage to decide on the re-bidding for one, several or all the criteria for evaluation and comparison of applications specified in the procurement documentation. If the Record of the qualifying stage procurement is not defined the criterion for the evaluation and comparison of bids, at which the participants of procurement to provide improved information applications, when re-bidding is allowed providing improved information applications on all criteria of evaluation and comparison of bids specified in the documentation for the purchase.

10.18. If the Record of consideration of applications at the qualifying stage the procurement is listed on carrying out rebidding, the Record establishes the possibility for the participants of procurement to provide an improved information applications and specific date and time after the reception of improved information of the application, and, if necessary, criteria for the evaluation and comparison of proposals which need to be rebidded.

10.19. After conducting of rebidding the winner is determined in the manner prescribed for the method of procurement, in accordance with the evaluation criteria stipulated in the conditions of the procurement procedure.

10.20. All participants whose applications were not rejected on the results of the selection stage of the procurement procedure has the right to participate in the rebidding.

10.21. Bidder has the right not to improve the details of the application and has no right to worsen the details of the application. If the participant did not provide improved information of the application or provided worsen information of the application, the previous version of the application is valid.

## **11. Consequences of Recognizing the competitive selection/price selection Failed**

11.1. Should the competitive selection/price selection be recognized failed and/or the agreement is not concluded with the procurement bidder which has submitted the only request for participation in the competitive selection/price selection or recognized the only bidder in the procurement procedure, the Customer may hold the repeated competitive selection/price selection or apply another method of procurement.

## **12. Closing Provisions**

The Customer shall be governed by the Procurement Regulation in all other matters not contemplated by this documentation.

### **Appendices:**

Appendix 1: Request Form for Participation in the Procurement Procedure

Appendix 2: Bidder Questionnaire Form Procurement Procedure

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

**Appendix 1**  
**to Procurement Documentation**

<b>Request for Participation<sup>1</sup></b> <b>In the Procurement Procedure:</b>		
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>		
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the competitive selection/price selection and delivery of goods (performance of works, provision of services)		
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>		
Registered at the following address:		
<i>(state place of location address of legal entity/place of residence of individual)</i>		
proposes to conclude the agreement for		
<i>(state the subject-matter of the agreement)</i>		
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public competitive selection/price selection		
Commercial offer:		
№	Name of service	Commercial offer
1	Set up company's Data into Tax Management system and review of initial information provided and registration with the tax authorities,	___ EUR excluding VAT one time setup fee
2	Preparation and filing of monthly tax returns (no fee if nil return),	___ EUR excluding VAT per declaration
3	Provision of being fiscal representative for the company,	___ EUR excluding VAT per month
4	Filing of reports to the airports (if requested),	___ EUR excluding VAT per report
5	Additional services (on Principal's request/Agent's suggestion),	___ EUR excluding VAT per 1 hour
6	Recommendations from airlines which are active clients of the participant upon the procurement subject,.	___ pcs
The country of origin of the product including delivered to the customer when performing purchased works, rendering purchased services_____.		
2. This Request for participation in the competitive selection/price selection, is to advise (declare) that against us:		
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)		
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;		
No information in the register of mala fide suppliers contemplated by Article 5 of		

<sup>1</sup> To be executed on the official letterhead of the bidder in the procurement procedure as a separate document.

Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".	
3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.	
4. In the event of our winning in the competitive selection/price selection we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.	
5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.	
6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.	
7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.	
8. If we are recognized the winner in the competitive selection/price selection or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.	
9. We undertake not to amend and/or withdraw our bid for the procurement procedure after the deadline for submission of bids.	
10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data" <sup>5</sup> .	
11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:	
11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;	
11.2. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.	
According to the list on	pages
<b>Principal</b>	
(signature) (state initials, last name)	
SEAL	
Date of issuance	

(DD)	(MM)	(YYYY)
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<sup>5</sup> The clause is subject to inclusion as a part of the request from the procurement bidder only who is an individual.

<b>BIDDER QUESTIONNAIRE FORM<sup>2</sup></b> <b>Procurement Procedure</b>	
<i>(state the name of procedure)</i>	
<b>Procedure No.</b> _____ <i>(state the procedure number)</i>	<b>Lot No.</b> _____ <i>(state the lot number)</i>
<i>(state full name of entity in accordance with the Articles of Association and legal organizational form)</i>	
<i>(state abbreviated name of the entity in accordance with the Articles of Association)</i>	
<b>1. Legal details</b> Country _____ of _____ registration _____ Registered address _____ Street address _____ Phone _____ Fax _____ E-mail _____	
<b>2. Banking details</b> INN / KPP of entity _____ OGRN (Primary State Registration Number) _____ Transaction Account _____ No. _____ Bank Name _____ Correspondent account _____ BIC _____	
<b>3. Registration data</b> Date, place and registration authority _____ Founders _____ Primary Business _____ Included in the small and medium businesses <sup>3</sup> _____ OKPO _____ OKVED _____	
<b>4. Appendices to the Bidder Questionnaire Form:</b>	

<sup>2</sup> To be executed on the official letterhead of the bidder in the procurement procedure as a separate document.

<sup>3</sup> If the bidder is included in the subjects of small or medium businesses, it shall be attached to the request a document containing details from the unified register of subjects of small and medium businesses, or declaration of conformity in the form approved by regulation of the RF Government dated 11 December 2014 No. 1352

Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding the competitive selection/price selection in the unified information system (for foreign companies – statement from the Trade Register).	
3. A decision on approval or execution of a major transaction (or documents confirming that the transaction is not large) if the requirement to have such a decision for a major transaction is established by the legislation of the Russian Federation, the constituent documents of the legal entity and if for the bidder supplying of goods, performance of works, provision of services that are the subject of the contract, or the introduction of security for the application, enforcement of the contract, is a major transaction.	
4. The reference confirming that the procurement bidder has the absence of the shortage on taxes, fees, debt on other obligatory payments in budgets of the budget system of the Russian Federation issued by the relevant divisions of Federal tax service and off-budget funds not earlier than 3 months prior to the date of placement of the notice.	
5. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the procurement procedure shall also include a document evidencing the powers of such person.	
6. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
7. Declaration of absence of the conflict of interests between bidder and its officials and the customer's employees.	
8. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.	
9. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	
<b>Contact person</b> _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i>	

This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.

<b>Principal</b> <i>(title of the Principal)</i>	<hr/> <i>(signature)</i>	<hr/> <i>(state initials, last name)</i>	
SEAL			
Date of Issuance	<hr/> <i>(DD)</i>	<hr/> <i>(MM)</i>	<hr/> <i>(YYYY)</i>



**Appendix 3**  
**To Procurement Documentation**

**Terms of Reference**

№	Subject-matter of the procurement	Fiscal representation in Tax Authorities of Austria		
1	Nomenclature, description of products (work, service)	Units of Measurement	Quantity (Scope)	Option to replace (equivalent)
2	<p>The Agreement includes the following services provided by the Contractor to the Client in full accordance with the Aviation Tax Act of Austria:</p> <ul style="list-style-type: none"> <li>a. Checking and verification of the documents and data from the client for the computation of contributions</li> <li>b. Preparing and submission of the monthly tax declaration</li> <li>c. Control of the payment (or payment by order of the client)</li> <li>d. Control of the tax account and the verification of tax assessments</li> <li>e. Correspondence with the Tax Office and the client.</li> </ul>	Eq.unit	Not determined*	no
3	Delivery place of goods, performance of works and provision of services (address)	Austria		
4	Dates or schedule of shipment/delivery of goods, performance of works and provision of services	From the moment of signing the contract – 24.03.2024		
5	Requirements for acceptance of goods, work, service	Verification of invoice issued		
6	Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the customer and provided for technical maintenance rules in accordance with the laws of Austria about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the compliance of goods to be supplied, works to be performed, service to be provided with the customer needs	<p>Services must be provided in accordance with Austrian tax legislation.</p> <p>1. Confirmation of the activity of an individual / legal entity to conduct business in Austria For individuals / legal entities: - Registration with the tax office confirming the status of a tax resident (Certificate of Tax Residence)»</p> <p>2. Quality requirement For individuals / legal entities: - Qualification of employees who are expertized in providing these services (certificates, evidence documents, etc.)</p> <p>3. The right of the Participant to carry out activities for the provision of services as an agent, in accordance with the current legislation of Austria, and settlements from the Customer in accordance</p>		

		with the legislation of Austria (if applicable).
		4. Compulsory business insurance (if applicable)
7	Requirements for the price formation for goods: whether or not delivery is included in the price of goods as well as loading/unloading, insurance, assembly, training of the staff, customs fees to be paid in release of goods for internal consumption in the territory of the Customs Union, etc.	<p>7.1 The price shall be formed for preparation and submission of aviation tax declaration, in accordance with the draft contract conditions.</p> <p>7.2 Maximum tariff values offered by the bidder must not exceed the rates (limits), prescribed as follows:</p> <ul style="list-style-type: none"> <li>- Set up company's Data into Tax Management system and review of initial information provided and registration with the tax authorities, 550 EUR per One time setup fee;</li> <li>- Preparation and filing of monthly tax returns (no fee if nil return), 350 EUR per declaration</li> <li>- Preparation and submission of null aviation tax declaration – 0,00 EUR per declaration;</li> <li>- Provision of being fiscal representative for the company, 200 EUR per month;</li> <li>- Filing of reports to the airports (if requested), 100 EUR per report;</li> <li>- Additional services (on Principal's request/Agent's suggestion) for some issues solving within present Agreement - 180 EUR per 1 hour of work.</li> </ul>
8	Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service	Guaranteed quality of services during the whole period of validity of the Agreement
9	Other necessary information or additional requirements	<p><u>Requirements to the Bidders:</u></p> <p>9.1 The Bidder shall provide the Customer with a confirmation in a free written form (signed by the Bidder), whereby it guaranties that:</p> <ul style="list-style-type: none"> <li>- The personnel of the Contractor has all the necessary skills and expertise in accounting, compliance and tax matters for aircraft operators</li> </ul> <p>The letter must be provided by the Bidder when applying for participation in the purchase.</p> <p>9.2 All documents must be presented in Russian or English. If the documents are in German or another language, the translation to Russian or English must be attached.</p> <p>9.3 The Participant does not issue a zero declaration in case of the absence of flights.</p> <p>9.4 The Participant does not charge for service "Provision of being fiscal representative for the company" in case of the absence of flights.</p>
	*In accordance with the planning schedule, the Customer will operate daily regular flights to the airport in Austria Vienna (VIE), as well as charter flights according to the Customer's schedule. Planned types of aircraft – A319, A320. There can be some changes in flight schedule.	

**Appendix 4**  
**To Procurement Documentation**

**SERVICE AGREEMENT No. \_\_\_\_\_**  
**on fiscal representation in Tax Authorities of Austria**

This Agreement is made between **Rossiia Airlines JSC**  
having its principle office at: 18/4 Pilotov str.  
196210 St. Petersburg  
Russia

hereinafter referred to as “the Principal”

and **XXXXXX**  
having its principle office at: \_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as “the Agent”.

Both the Principal and the Agent may be hereinafter referred to as “the Party (-ies)”.

Both Parties have concluded this Agreement as follows:

**Paragraph 1 – Subject of the Agreement**

1.1 Based on the documents with which the Principal provides the Agent and the information the Principal gives to the Agent, these being comprehensive and accurate (including for the purposes of the revenue authority wording in relation to comprehensiveness and accuracy), the Principal hereby instructs the Agent to undertake all the activities necessary for preparation of the Principal’s tax returns and the filing and interpretation thereof with the competent revenue authorities.

1.2 The Principal further instructs the Agent to undertake all measures and legal acts that appear necessary or expedient for the purposes of legal representation of the Principal, based on further details of this instruction. Instruction of the Principal also relates to tax advice, both in connection with activity of the Agent as the representative of the Principal and also as regard to the main features of the fiscal legislation, in relation to which the Principal intends to reach an agreement with the Agent in individual instances.

1.3 Unless agreed otherwise, the current version of the Allgemeine Auftragsbedingungen für Wirtschaftstreuhandberufe [General Terms of Business for Chartered Public Accountancy and Tax Consultancy Professions] (AAB 2009), recommended by the Executive Board of the Kammer der Wirtschaftstreuhänder [Austrian Chamber of Chartered Public Accountants and Tax Consultants] and published on the website of the Kammer der Wirtschaftstreuhänder (<http://www.kwt.or.at>), shall apply.

**Paragraph 2 – Obligations and Rights of the Contractor**

2.1 The Principal authorises Agent to legally represent it as an agent in all tax, financial and other matters, before the competent authorities and persons, to sign submissions, tax returns etc. on behalf of the Principal, to inspect files and to do everything that the Agent deems to be expedient in the Principal’s interests, to file and withdraw appeals and legal remedies, to give appeal waiver declarations and binding declarations, and to take all action envisaged under the legal provisions related to tax which a taxpayer is entitled / obliged to take.

2.2 The Agent takes care for all duties referring to the Austrian “Fiskalvertreter” in connection with the Austrian tax “Flugabgabe” according to the “Flugabgabegesetz”.

2.3 The detail duties of the Agent are the following:

- a. Checking and verification of the documents and data from the client for the computation of contributions
- b. Preparing and submission of the monthly tax declaration
- c. Control of the payment (or payment by order of the client)
- d. Control of the tax account and the verification of tax assessments
- e. Correspondence with the Tax Office and the client.

2.4 The Agent is entitled to use the services of third parties during completion of the assignment only with the consent of the Principal. If a subcontractor is involved, the Agent is liable to the Principal for the actions of the involved subcontractor as for its own. Imposing responsibility directly on a subcontractor (subcontractor) is unacceptable.

2.5 The Agent shall be liable only for intentional and grossly negligent breach of the obligations accepted. In cases of gross negligence, the liability for damages under the professional liability insurance according to § 11 Wirtschaftstreuhandberufsgesetz [Act governing Chartered Public Accountancy and Tax Consultancy Professions (WTBG)], as amended, shall be limited to ten times the minimum sum insured.

2.6 The Principal also explicitly approves banking secrecy disclosure in relation to all banking information of the Principal, pursuant to no. 5 of § 38(2) BWG [Austrian Banking Act], so that banking secrecy needs not be observed in this respect.

2.7 The Principal also hereby authorises the Agent to take receipt of all documents, in particular from the revenue authorities, which are henceforth exclusively to be served on the Agent.

2.8 The Agent shall carry out all the services mentioned in this Agreement in full compliance with the obligatory professional principles. The personnel of the Agent has all the necessary skills and expertise in accounting, compliance and tax matters for aircraft operators.

2.9 The services shall be provided according to the documents and information provided by the Principal.

2.10 The Agent is obliged to meet reporting and tax payment deadlines and other relevant deadlines if receives all necessary documents and/or information within a reasonable time ahead of such deadlines.

2.11 The Agent shall not act in a way that may result in the Principal incurring criminal or civil liability.

### **Paragraph 3 – Obligations and Rights of the Principal**

3.1 The Principal shall punctually provide the Agent with all the information and documentation necessary for the proper provision of services.

3.1.1 The Principal shall provide the Agent with all the required information for preparation tax Declaration. The deadline for the receipt of the schedules by the Agent should be the end of the following month.

3.2 The Principal shall inform the Agent about any changes in its business which may require the update of information held by the tax authority.

3.3 The Principal shall at all times comply with all the applicable rules of law and meet all regulatory obligations.

### **Paragraph 4 – Fees and Settlement**

4.1 The Principal shall pay the Agent the fees for services rendered as pointed in the following table:

<b>Service</b>	<b>Eq. unit</b>	<b>Fee, EUR</b>
Set up company's Data into Tax Management system and	One time	

review of initial information provided and registration with the tax authorities	setup fee	
Preparation and filing of monthly tax returns (no fee if nil return)	1 declaration	
Provision of being fiscal representative for the company	1 month	
Filing of reports to the airports (if requested)	1 report	
Additional services (on Principal's request/Agent's suggestion) for some issues solving within present Agreement	1 hour	

4.2 All fees quoted are exclusive of VAT and other duties or taxes.

4.3 The Agent will invoice the Principal for the services rendered monthly, not later than on the 10<sup>th</sup> day following the reporting month. All the invoices scanned copies must be sent to the email of the Principal's Accounting Department: [OKR@rossiya-airlines.com](mailto:OKR@rossiya-airlines.com). The Principal shall pay the Agent by bank transfer within 30 calendar days after the receipt of the invoice.

4.4 All payments shall be made in EUR, all invoices shall be issued in EUR.

4.5 SWIFT payment instruction – SHA (SHARED), whereby Party-sender bears bank commission of its own bank as stipulated in bank details, bank commission(s) of any correspondent bank(s) is(are) deducted from the amount transferring in favor of Party-recipient.

4.6 The Agent's bank details:

Company name: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

IBAN: \_\_\_\_\_

SWIFT / BIC: \_\_\_\_\_

The Principal's bank details:

Company name: Rossiya Airlines JSC

Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE), St.Petersburg, Russia

SWIFT: SABRRUMM

Account transit: № 40702978455001000080

Account Current: № 40702978155000000080

Correspondent Bank: Deutsche Bank AG, Frankfurt am Main

SWIFT: DEUTDEFF

4.7 Term of invoices issuance is limited to 6 months after the end of this Agreement.

4.8 . Any claims, disputes and their arrangement regarding mistakes in invoices, have limitation in 3 years from its date issuance.

4.9 The Principal is obliged to pay the invoices issued in accordance with paragraph 4.1. In case of violation of the terms of invoicing by the Agent, the Principal has the right not to pay such invoices.

4.10 In the event of failure of the Principal to meet the payment deadline, established in Clause 4.3. hereof, the Agent may add a penalty interest of 0,01% of the amount outstanding to the amount outstanding per each day in arrears, but not more than 50% of the amount outstanding. A separate invoice shall be issued by the Agent for the amount of a penalty.

4.11 The Agent may, at a written request of the Principal, provide the Principal with an opportunity to defer a payment for the services provided without imposing penalties and for a term approved by the Parties, which may not be less than thirty (30) calendar days.

4.12 The Agent also transmits to Principal a quarterly account statement from the tax office.

4.13 In case of termination of the Agreement, the Agent undertakes to make a final payment and return the unused balance of funds, if any, within 10 banking days from the date of signing of the reconciliation act and receiving an official letter of return.

### Paragraph 5 – Notification

5.1 Any notice given by either Party under this Agreement shall be deemed properly given if sent by fax, email, registered mail or overnight delivery service to the following addresses of the Parties:

To the Agent:	To the Principal:
_____	Rossiya Airlines OJSC
_____	18/4 Pilotov str.,
_____	96210 St Petersburg, Russia
email: _____	Email: <a href="mailto:contract@rossiya-airlines.com">contract@rossiya-airlines.com</a>
	<a href="mailto:contract@rossiya-airlines.com">contract@rossiya-airlines.com</a>
Tel.: _____	Tel: +7 (495) 139 76 00, ext. 53-19
Attn: _____	Attn: Mr Mikail Sukhachev

### Paragraph 6 – Duration, Modification and Termination

6.1 This Agreement is valid from the moment of signing the contract till 24.03.2024 and can be terminated at any time by either Party providing with written notice to the other Party in 60 days prior to the date of termination.

6.2 The total amount of the agreement during the period of its validity as per sub-paragraph 6.1 shall not exceed 530 000 EUR (without obligatory taxes and fees which can be charged for services in accordance with applicable tax laws of the parties), including the estimated aviation tax amount. Should the mentioned taxes for the services be collected the total amount of the contract would not exceed 636 000 EUR.

This limitation is fixed for the Principal's own purposes only. Nevertheless the mentioned amount is not deemed by the Parties as a compulsory amount to be paid. In case of factual excess of the mentioned total amount (without taxes for the services) the contract is considered to be terminated if the appropriate addendum was not signed.

6.3 All modifications of this Agreement must be done in written and signed by both Parties, and shall be notified in 30 days before effective date. Notifications regarding changes of bank details, addresses, managers, contact telephones and other related information from one Party to other Party can be made in written without signing by both Parties.

6.4 If the Agent fails to comply with the obligations listed in section 2.3 of the Agreement, the Agreement may be terminated by the Principal unilaterally out of court. In this case, the Agreement is considered terminated from the moment the counterparty receives the appropriate notification.

6.5 Changes to the essential terms of the Agreement (on the subject, volume, timing) during the period of its validity at the initiative of the Agent is not allowed.

In the event of a unilateral change by the Agent of the essential terms of the Agreement, the Principal must provide for the right to charge a forfeit and the obligation of the Agent to pay the accrued forfeit.

### Paragraph 7 – Applicable Law. Dispute Resolution Procedure

7.1 All disputes, regarding the implementation (modification or termination) hereof, shall be resolved by the Parties by means of amicable negotiations.

7.2 If the Parties fail to reach an accord by means of negotiations, disputes shall be resolved through the pre-trial process.

7.3 A claim shall be filed as made in writing. The claimant's substantiated demands shall be set out in the claim.

7.4 The claims made in a proper manner shall be sent to the email address of the Principal: [Head\\_Office@rossiya-airlines.com](mailto:Head_Office@rossiya-airlines.com) or to the address of the Agent: \_\_\_\_\_. The original claim shall be sent to the address of the addressee thereof either by registered mail with return

receipt requested or by a courier with the delivery thereof to the addressee against signed receipt.

7.5 If the claimant either receives from the other Party a refusal to satisfy its claims voluntarily or receives no response within thirty (30) calendar days after it has filed its claim, then the claimant may refer a dispute to the Arbitration Court of Vienna in the manner established by the laws of the Austria.

7.6 Pursuant to § 104 Jurisdiktionsnorm [Austrian Judicial Standards], it is agreed that the local court responsible for commercial matters in Vienna shall have jurisdiction to settle all disputes arising out of this Agreement.

7.7 Under the Finanzstrafgesetz [Austrian Financial Criminal Code], this Agreement shall also be valid during proceedings in criminal matters related to financial legislation, when the Agent shall act in the capacity of defence counsel.

7.8 This Agreement shall also apply for all cash-related matters to be processed with the authorities, such as reclassification and repayment applications, acceptance of cash and cash equivalents in the Principal's name.

### **Paragraph 8 – Liability**

8.1 The Agent is liable for any fault of his own and for faults of his assistants, unless liability is exempted or limited in an individual case by a separate agreement.

8.2 Liability shall be limited to intent and gross negligence.

8.3 The damage claim of the Principal will expire after three years from the date on which the claim arose, providing that the claim is not subject to a shorter expiration period by law.

8.4 The condition on the accrual of penalties due to non-performance / improper performance of the terms of the Agreement:

Penalty is charged for each day of delay in the Agent's performance of the obligation stipulated by the Agreement, starting from the day following the day of expiry of the term for performance of the obligation established by the agreement, and is established by the agreement in the amount of one three hundred of the key rate of the Central Bank of the Russian Federation effective on the date of payment of the penalty interest from the Agreement price (a separate stage of Agreement execution), reduced by an amount proportional to the volume of obligations stipulated by the Agreement (corresponding to a separate stage of Agreement execution) and actually fulfilled by the Agent, unless the legislation of the Russian Federation establishes a different procedure for calculating penalties. Fines are charged for non-fulfillment or improper fulfillment by the Agent of the obligations stipulated by the Agreement, with the exception of the delay in the fulfillment by the Agent's obligations (including the guarantee obligation) provided for by the Agreement. The amount of the fine is established by the Agreement in the following order: 10 percent of the price of the Agreement (stage).

### **Paragraph 9 – Confidentiality**

9.1 The Parties hereby undertake to neither disclose the confidential information nor use the same otherwise than to perform their respective obligations hereunder. The Party that has received the confidential information hereby undertakes to protect it by taking at least the same measures it takes to protect its own confidential information.

9.2. Information shall be recognized as confidential should it be received within the scope of implementation hereof and contain, but be not limited to, the following: trade secrets, personal data or any other information protected by law or information which, as of the date of disclosure thereof, bears the "Confidential" or "Highly Confidential" stamps of the Disclosing Party, specifying the full name and address of the owner thereof.

9.3. The Party that has failed either to ensure the confidential information non-disclosure or to comply with other confidentiality maintenance requirements shall incur liability under the laws of the Russian Federation.

9.4. The confidential information may be disclosed to competent public authorities and regulators of the securities' market in the event and in a manner provided for by applicable laws, in which case no liability shall be imposed for such disclosure thereof.

9.5. The obligations of the Parties set forth in this section shall remain valid throughout the term hereof and for three (3) years after the termination hereof.

#### **Paragraph 10 – Anti-corruption clause**

10.1 While performing its obligations under the Agreement, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end.

While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.

10.2 If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in sub-paragraph 10.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of sub-paragraph 10.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.

10.3 In case of violation by any Party of its obligations to refrain from any actions referred to in sub-paragraph 10.1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

#### **Paragraph 11 – Condition on circumstances of force majeure (FM), force majeure clause.**

11.1. None of the Parties shall incur liability for failure to perform its obligations hereunder in due time should that failure be caused by events of force majeure, i.e. extraordinary and unexpected circumstances, arising during the term hereof, which the Party affected thereby (hereinafter, the "Party Affected") can neither actually mitigate nor actually foresee (including floods, earthquakes, volcano eruptions and other natural disasters, wars and hostilities, economic warfare, import or export bans, amendment of laws). Fires and labor troubles shall be recognized as events of force majeure unless those have been caused by a guilty and/or reckless act/omission of the Party Affected or of the persons controlled by it (workers, contractors, advisors and others). Failures/outages of the equipment and/or software used by the Party Affected, communication lines and/or equipment failures, shall only be recognized as events of force majeure if those have been caused by natural and/or anthropogenic factors, but not by a guilty and/or reckless act/omission of the Party Affected and/or of any third parties.

11.2. The Party Affected shall promptly, but in any case within three (3) calendar days after events of force majeure have occurred, notify the other Party in writing of the occurrence and



the expected duration thereof, and, if possible, evaluate the effect thereof on performance of the obligations hereunder (including term of performance), except when it is impossible to give the notice due to the effect of events of force majeure. After events of force majeure have ceased to exist, the Party Affected shall notify the other Party thereof within the same term, having informed of a period within which it expects to perform its obligations hereunder.

11.3. Failure to give or late giving of the notice of occurrence of events of force majeure shall deprive the Party Affected of its right of release from liability for non-performance of the obligations hereunder.

11.4. The Party Affected shall, at the request of the other Party, furnish a formal document issued by a competent public authority or organization, confirming the actual occurrence of events of force majeure.

11.5. The occurrence of events of force majeure shall cause the term assigned for performance of the obligations hereunder to be extended pro rata to a period of the effect thereof, with due regard for a reasonable term required to remedy the aftereffects thereof, unless the Parties have agreed otherwise.

11.6. If events of force majeure and their respective aftereffects persist for a period in excess of one month, then any Party may unilaterally demand to terminate this Agreement without recourse to courts. In that case, any Party may claim from the other Party all it has received hereunder if it appears from the substance hereof or this Agreement expressly provides that the respective Party is interested in the full implementation hereof only and may withdraw from this Agreement should only the partial implementation hereof be possible.

## **Paragraph 12 – Auditing**

12.1 The Principal may conduct at least 1 time in 2 years the audit of provided services at any time for its own expenses by sending a prior official written notice to the Agent 30 calendar days prior to the expected date of audit date. Such a notice shall contain description of areas to be audited within the Agreement and the detailed agenda. However the Principal may hold unscheduled monitoring of the Agent's activity. The auditing/monitoring person shall be agreed by the Principal and the Agent in written. The Agent shall cooperate with the Principal and will undertake the corrective actions required. The Principal shall provide the official audit/monitoring report in English to the Agent not later than in 10 calendar days after the audit/monitoring.

12.2 The Agent shall also provide the possibility for the Principal's authorized representatives to audit the state of record management, current and reporting documents to the extent related to services being provided to the Principal.

12.3 The Agent shall cooperate with the Principal and implement all required corrective actions.

## **Paragraph 13 – Warranties and representations**

13.1 Each Party represents and warrants to the other Party that:

- the conclusion and/or performance of the Agreement by the Party is not in conflict with laws, regulations of public authorities and/or local government, local regulations of the Party, or court decisions;
- The Party has obtained all authorisations, approvals and consents necessary for it to enter into and/or execute the Agreement (including in accordance with the applicable laws of the Russian Federation or the Party's constituent documents);
- The Party is not insolvent or bankrupt, is not in the process of liquidation, has not had its assets seized or suspended for the performance of the Agreement;
- The Party shall possess the appropriate authorisations (licences, etc.) entitling it to fulfil its obligations under the Agreement;
- before signing the Agreement, the Party has studied the Agreement, understands the meaning and scope of all its provisions, including the terms and conditions on the manner and

extent of liability incurred for non-performance/undue performance of its obligations, and, acting of its will and in its interest, fully accepts and unconditionally accepts all its terms, including the amount of fines and penalties;

- The Agreement shall be signed by a person authorised to do so in accordance with the law and the Party's constitutional documents.

In addition, the Agent shall represent and warrant to the Carrier that it is aware of the importance and significance for the Carrier of the conclusion and proper performance of this Agreement as well as of the possible negative consequences for the Carrier in case of non-performance/undue performance of the obligations undertaken by the Agent under the Agreement.

All the above representations of circumstances are material to the conclusion, performance or termination of the Agreement and the Parties will rely on them.

13.2. The Party that has given false representations about the circumstances shall be liable to compensate the other Party, upon its request, for the documented losses caused by the false representation.

13.3. The Party who has relied on untrue representations by the other Party which are material to it shall also have the right to withdraw from the Agreement in addition to the claim for damages or liquidated damages.

#### **Paragraph 14 – Final Provisions**

14.1. All amendments and supplements hereto, made after the date of execution hereof, shall be made in writing, signed by authorized representatives of the Parties and constitute an integral part hereof.

14.2. Each Party shall within seven (7) business days notify the other Party of any changes in its address, postal and bank details, contact persons and bear a risk of consequences it may face should the other Party be not informed thereof. The above-mentioned changes shall take effect for the other Party immediately after it has been informed thereof.

In this case, the conclusion of corresponding Agreement is not applicable.

14.3. Rights and obligations of the Parties, other than those expressly provided for herein, shall be determined under the laws of the Austria in effect.

14.4. The Agent shall, within 10 calendar days after the date of execution hereof, provide the Principal with the information of the entire chain of its owners (beneficiaries), including ultimate beneficiaries, and also of its executive structure, in accordance with Attachment 1, having enclosed therewith the respective supporting documents.

14.5. If the chain of owners, including ultimate beneficiaries, or its executive structure, is changed, then the Agent shall promptly, within 5 calendar days, notify the Principal thereof and submit the supporting documents.

14.6. If the obligations set forth in Clauses 14.4 and 14.5 hereof are breached or rejected, then the Principal may withdraw from (terminate) this Agreement unilaterally and without recourse to courts, having notified the Agent thereof 3 calendar days prior to the expected date of termination hereof.

14.7. This Agreement is made in English and executed as two equally authentic counterparts; each Party hereto shall have one counterpart hereof.

Signed the \_\_\_\_\_  
At St.Petersburg, Russia  
On behalf of the Principal

Signed the \_\_\_\_\_  
At \_\_\_\_\_  
On behalf of the Agent

\_\_\_\_\_  
Mr. Andrei Ordinov  
General Director Deputy – COO  
Under PoA No. Д-181/20 dated 19.06.2020

## ATTACHMENT 1

Formular “**INFORMATION ON BENEFICIARIES (HOLDING MORE THAN 5% OF SHARES)**”

Agreement (bank details, subject matter, total amount, validity)					Name of the counterparty					Owners/beneficiaries data (till the owners/beneficiaries of the last level)						
No. of agreement and the date of entering into force	Subject matter of the agreement	Total amount of the agreement	Agreement's validity	Bank details and legal address of the counterparty	Taxpayer identification No.	State registration No.	Name of the company	CEO name	CEO ID/ passport details	Taxpayer identification No.	State registration No. (for legal entities)	Name of the owner/ beneficiary	Registered address	ID (passport details) for individuals	CEO/owner/ shareholder/ beneficiary	List of the docs confirming the info about owners, shareholders and beneficiaries

Notice: detailed information about the chain of counterparty's owners shall be set in the schedule (founders/shareholders; in relation of founders/shareholders, who are legal entities, please complete the information of those legal entities' founders, owners etc., including the ultimate beneficiaries.

Signed the \_\_\_\_\_  
 At St.Petersburg, Russia  
 On behalf of the Principal

Signed the \_\_\_\_\_  
 At \_\_\_\_\_  
 On behalf of the Agent

\_\_\_\_\_  
 Mr. Andrei Ordinov  
 General Director Deputy – COO  
 Under PoA No. Д-181/20 dated 19.06.2020

\_\_\_\_\_