



English version

I. GENERAL

1. Terms and definitions

- 1.1. **Affiliate** means a legal entity, which directly or indirectly exercises control over or is under general control with one of the Parties or is controlled by the Party. At the same time, "control" for the purposes of these Conditions means the possibility to dispose directly or indirectly, including on the basis of the contract, of more than 50% (fifty percent) of the total number of votes attributable to shares (deposits, shares) constituting the authorized (folding) capital of the relevant legal entity.
- 1.2. **Order Date** is the date on which MegaFon signed the Order.
- 1.3. **Agreement** means agreement of the Parties under all material terms and conditions, giving rise to counter rights and obligations regarding purchase by MegaFon of goods, works, services, property rights, licenses for the right to use the results of intellectual activity in the manner and under the conditions stipulated by the Agreement. Unless otherwise provided, this Agreement shall mean to include the Frame Agreement, an Order and/or another Agreement.
- 1.4. **Order** is an agreement of the Parties executed under Frame Agreement and these Terms and Conditions and it contains the subject matter of the obligation with details on quantity and names, as well as other conditions as agreed by the Parties.
- 1.5. **Software activation key** means a certain set of characters (access password, login, keys or code for software activation, etc.) transmitted by the Counterparty to MegaFon for the purpose of activation on the existing Equipment and (or) software download from the website of the Counterparty or the Right Holder on the Internet.
- 1.6. **Counterparty** is the person with whom MegaFon enters into the Agreement and who provides goods, works, services, licenses for the right to use the results of intellectual activity.
- 1.7. **Confidential Information** means the fact of conclusion and terms of the Agreement and any information, including scientific, technical, industrial, financial, economic, statistical, information about clients, products, services, plans, strategies, received by the receiving Party from the disclosing Party in any form, including, but not limited to in writing, electronic, presented orally or visually. The procedure for storage, use, distribution and other processing of the specified information shall be carried out in accordance with the requirements of the Agreement, these Terms and Conditions, separate agreements concluded between the Parties and the current legislation of the Russian Federation.
- 1.8. **License** means the right of use for the result of intellectual activity, including Software, to the extent stipulated in the Agreement.
- 1.9. **MegaFon** means MEGAFON PJSC, OGRN 1027809169585 and/or its Affiliates that signed an agreement with a Counterparty with reference hereto.
- 1.10. **Place of Delivery** means the place where under the terms of the Agreement the Goods are to be transferred by the Counterparty to MegaFon. Unless otherwise provided in the Agreement, the place of delivery shall be the warehouse of MegaFon's branch for which delivery is to be made. The current addresses of MegaFon branch warehouses are available at: https://corp.megafon.ru/ai/document/10086/file/Rekviziti_filialov_MF.pdf
- 1.11. **Software Update** – modification of the initial Software that appears as a result of eliminating errors and updating the initial Software that may contain new solutions, implementation of new requirements and new functions without creating principally new Software and changing the original purpose of the Software.

1.12. Equipment means the Product which is the hardware or software complex used to transmit audio/video signal or other information on the Network, as well as to establish communication between various types of devices, for the purpose of providing MegaFon with communication and data services.

1.13. Operator of electronic document flow means an organization ensuring exchange of open and confidential information through telecommunication communication channels within the framework of the system of legally significant electronic document circulation in accordance with the current legislation of the Russian Federation.

1.14. Payment Day shall mean the 15th day and the second last business day of each calendar month.

1.15. Policy means MegaFon's Anti-Bribery and Anti-Corruption Policy posted on MegaFon's official website at http://corp.megafon.ru/about/delovaya_etika/regulations_and_rules/.

1.16. Right Holder means a Counterparty or other individual or legal entity (individual entrepreneur) who has the exclusive right to the result of intellectual activity, including Software, or to the means of individualization.

1.17. Pre-installed Software (PSW) means Software, which is an integral part of the Goods, which is inextricably connected with it and ensures its functioning according to its purpose, without which use of the Goods is not possible.

1.18. Software (SW) means a set of data and commands in objective format intended for operation of computers and other computer devices, including Equipment, for the purpose of obtaining a certain result, including the preparatory materials obtained during the development of the computer program and the audio-visual displays generated by it.

1.19. Products are a civil rights object that is not removed from circulation, which is transferred/executed by the Counterparty to MegaFon on the basis of the Agreements. The Product shall mean the Goods, including the Equipment, and/or the results of the Works, and/or the Services, including the TS Services, and/or the Software License and/or the Solution both together and separately.

1.20. Works mean complex of works including erection, installation, adjustment, preparation for start-up and launch of the Equipment and/or SW in Network and also other works which exact scope is defined in each concrete Agreement.

1.21. Reasonable term means the period of time normally required to perform the performance of an obligation under the Agreement/Order. It is assumed that the term is reasonable if it:

- is 1/3 of the period of transfer of the Products with respect to the obligation to eliminate non-compliance of the Products with the requirements of the Agreement (additional delivery of the missing quantity of the Goods, elimination of defects found during acceptance of the Products or within the framework of quality assurance, etc.);
- falls on the next Payment Day after expiration of 30 days from the date of receipt by MegaFon of the Counterparty's claim for the obligation to pay to MegaFon the amounts not related to the obligation to pay the value of the Products (payment of penalties, fees and other payments not related to payment of the Products);
- is 10 working days from the date of receipt by the Counterparty of MegaFon's claim for the obligation of the Counterparty to pay to MegaFon the amounts provided for or related to the Agreement;
- is 10 business days after MegaFon receives documents in relation to MegaFon's obligation to sign documents.

The Parties shall follow the Reasonable Term within the meaning of this Definition in cases where the Agreement/Order that provide for an obligation to arise does not specify a term for performance of such obligation or a condition for determining such term, and in cases where the Agreement/Order defines any term as a Reasonable Term.

1.22. Frame Agreement means an Agreement with open terms, which defines the general conditions of the Parties' binding relations, which are specified and clarified by the Parties via concluding separate Orders under the Agreement. An Order is the order itself, specification, appendix, supplement or any other agreement on the subject matter of the obligation and other conditions as agreed by the Parties.

1.23. Solution means a sophisticated technical complex (sophisticated thing) which is completely prepared for use, intended for general purpose and meets the requirements of Agreements/orders, including specification or technical requirements (as applicable) created as a result of delivery of Goods and/or transfer of SW and the rights for it with the subsequent performance of work on installation, integration and a commissioning.

1.24. Network means MegaFon's communication network in the territory of the Russian Federation or all Products purchased by MegaFon from the Counterparty and other Counterparties for the purpose of establishing a communication network in the Russian Federation in accordance with the standards of the European Telecommunications Standards Institute (ETSI), additional specifications and requirements agreed between MegaFon and its counterparties.

1.25. Party - MegaFon and/or Counterparty.

1.26. Goods mean items that are not removed from circulation (except cash and non-cash funds, documentary and non-documentary securities), other property, including Equipment transferred by the Counterparty to MegaFon on the basis of concluded Agreements, intended both for use by MegaFon for commercial purposes, including operation on the Network, provision of communication services to end subscribers, resale, and also for own consumption.

1.27. Technology Products mean Products purchased for the purpose of Network operation.

1.28. UPD is a universal transfer document. The Parties have agreed that, in addition to the documents specified in the special part of these Terms and Conditions, the acceptance and transfer of the Products may be confirmed by drawing up and signing the UPD in the form agreed by the Parties. UPD shall be used by the Parties as a single document for accounting and tax purposes (including for confirmation of the right to deduction on VAT and confirmation of expenses on income tax of organizations) provided that such a document is executed in accordance with the current legislation, including in accordance with the requirements of Article 9 of Federal Law No. 402-Φ3 of 06.12.2011 "On Accounting," Article 169 of the Tax Code of the Russian Federation, Resolution of the Government of the Russian Federation No. 1137 of 26.12.2011 "On Forms and Rules of Filling In (Maintenance) of Applied Documents."

1.29. Terms and Conditions mean these AGREEMENT TERMS AND CONDITIONS approved by MegaFon that regulate the procedures for delivery of Goods, contracting, transfer of rights to Software, provision of services including technical support services. Conditions consist of general and special parts.

1.30. Services mean any services provided by the Counterparty to MegaFon under the Agreements.

1.31. TS Services mean Product Technical Support Services, the exact scope of which is defined in the Agreement and/or each specific Order.

1.32. Electronic signature (ES) means information in electronic form that is attached to or otherwise related to other information in electronic form (signed information) and that is used to identify the person signing the information.

1.33. Electronic Document Flow (EDF) means a set of automated processes for processing documents submitted in electronic form, regulated in accordance with these Conditions.

2. Order of application of Conditions and rules of settlement for collisions of norms

2.1. These Terms and Conditions shall apply to the terms and conditions of the Agreement provided that there is a reference in the Agreement to these Terms and Conditions and shall be an integral part thereof. The reference in the Agreement to these Terms and Conditions contains their name, version and a link to the page on the Internet where these Terms are posted. If the reference does not specify a version of the Terms and Conditions, the latest version in effect on the date of the Agreement shall apply.

2.2. The provisions of these Terms and Conditions shall apply to the Agreement additionally and only to the extent that they relate to the subject matter of the Agreement. The provisions of these Terms and Conditions that govern obligations not covered by the subject matter of the Agreement shall not apply to the Agreement.

2.3. The documents or parts of the document forming the Agreement or their parts shall be arranged in the following order as their priority decreases: 1) Order, if the Agreement is a frame one, 2) Agreement or Frame Agreement itself, 3) special part of these Terms and Conditions and 4) general part of these Terms and Conditions. In case of contradiction or inconsistency of the provisions of the documents or parts of the document forming the Agreement, the provision of the document or part of the document having higher priority shall prevail. In the event of a conflict or inconsistency between certain provisions of one document or part of a document of the same level, a provision, which is interpreted in favour of MegaFon, shall prevail.

3. Procedure for conclusion of Orders

3.1. The Counterparty shall act in good faith in the course of negotiations on Order conclusion. At the same time, it is assumed that the Counterparty acts in bad faith if it:

3.1.1. unreasonably refuses to conclude the Order by making objections or remarks when agreeing on draft Order, which are contrary to the terms of the Frame Agreement previously concluded by the Parties under which the relevant Order is concluded, including prices in the price list agreed by the Parties in the relevant Frame Agreement;
and/or

3.1.2. evades conclusion of the Order, which meets the conditions of the Frame Agreement previously concluded by the Parties, under which the relevant Order is concluded. At the same time, it is assumed that the Counterparty evades the conclusion of the Order, if it does not respond to the offer to conclude the Order or sign it and does not provide a motivated refusal within 3 (three) business days.

3.2. In case of unfair negotiation on the Order conclusion, MegaFon shall have the right to demand payment of a penalty in the amount of 0.1% of the value of the relevant Order for each day of unreasonable refusal and/or avoidance of the Order conclusion. In the event of the Counterparty's unreasonable refusal to sign the Order or significant delay in the delivery of its response (more than 30 days), MegaFon shall have the right to refuse from negotiation on the Order and to demand from the Counterparty payment of a penalty in the amount of 1/3 of the value of the relevant Order, as well as compensation for the losses incurred by it according to the current legislation and the Terms and Conditions in relation to the portions that exceeds the above penalty.

4. Representations and Warranties

4.1. When entering the Agreement, the Counterparty shall, in accordance with Article 431.2 of the Civil Code of the Russian Federation, provide MegaFon with the following representations of the circumstances (representations), and during the term of the Agreement the Counterparty shall guarantee and undertake to ensure compliance with the following conditions and requirements (guarantees):

a) The Counterparty is a duly established and acting legal entity (registered individual entrepreneur) in accordance with the laws of the jurisdiction of its institution, which shall have all necessary rights and powers to own its property, carry out its business, conclude and perform its obligations in accordance with the Agreement;

б) The counterparty is a bona fide taxpayer, performs and will fulfill its tax obligations to the state budget in full within the specified terms, including payment of all taxes and fees provided for by the legislation of the Russian Federation, including VAT, paid by MegaFon as part of the cost of purchased goods/rendered services/performed works, and filing of all tax returns, in accordance with the requirements of the legislation of the Russian Federation reflects and will reflect the facts of economic life in accordance with their actual economic meaning in the primary and other necessary documentation of the Counterparty, in the accounting, tax, statistical and any other accounts to which the Counterparty is responsible, including under this Agreement, will provide MegaFon with duly executed source and other documents, including invoices, execution and delivery of which are provided for by the legislation of the Russian Federation and the terms of this Agreement, Upon request by the tax authorities, submit duly certified copies of the requested documents within the prescribed time frame, relating to performance of this Agreement, submission of which is provided for by the legislation of the Russian Federation, neither uses nor will use any tax evasion schemes, is not a one-day firm, does not enter into and will not enter into economic and contractual relations with one-day firms in understanding, set out in the legislation of the Russian Federation and the legal acts of the tax authority;

- в) The Counterparty shall have all necessary rights and powers to conclude and execute the Agreement; the conclusion and performance of the Agreement by the Counterparty does not require any additional coordination, approval, the approval, the order or permission and also registration, submission of documents or compliance to requirements of any authorized body of the government and (or) other organization possessing jurisdiction concerning the Counterparty;
- г) There is no legal proceeding or investigation that is ongoing or, to the knowledge of the Counterparty, may be initiated by any authorized authority and/or other entity in relation to the Counterparty and which could materially affect the Counterparty's ability to enter into or perform its obligations under the Agreement;
- д) The Counterparty shall have the legal right to carry out the type of economic activity provided for in the Agreement shall have the proper OKVED, shall possess all resources, including the staff of employees with the proper qualifications, equipment, premises, licenses, appropriate permits, funds required by the Counterparty for performance of the Agreement;
- е) Persons signing the Agreement on behalf of the Counterparty have the respective powers and the Agreement entered into by the Counterparty's representative is a legal and valid obligation for the Counterparty, provided with legal protection;
- ж) When entering into the Agreement, the Counterparty shall provide MegaFon with complete and reliable information about itself and the authority of the signatory of the Agreement, as well as reliable tax and financial statements. The counterparty has performed all reasonably necessary and customary actions aimed at identifying the owner (s) of the exclusive right to the Software, including PSW;
- з) The Goods transferred by the Counterparty under the Agreement are new, not previously in operation, and the Counterparty will provide any documentation confirming this fact, which may reasonably be requested by MegaFon;
- и) The Products transferred to MegaFon comply with the terms of the Agreement, the requirements of the applicable legislation, as well as other mandatory requirements applicable in the territory of the Russian Federation;
- к) If the subject matter of the Agreement is implementation of Solution, the price list to the Agreement shall contain all names, codes and unit price of each item of the Product required for both delivery of the Solution in accordance with the Agreement and repair/replacement of individual units from the Product. In case of violation of this representation (warranty), including if it is necessary to transfer items of the Product and Software functionality related to the subject matter of the Agreement and/or the Order and not included in the price list, the Counterparty shall deliver the Products not specified in the price list at its own expense within the timeline and in the manner specified by MegaFon in order to compensate MegaFon's losses,
- л) The Goods transferred to MegaFon have valid documents on mandatory conformity confirmation, regulated by the legislation of the Russian Federation at the time of transfer of the Goods;
- м) Transferred Goods, Software License, including PSW, results of Works, Services do not violate exclusive rights of third parties, copies of Products are not counterfeit and legally imported into Russia; All royalties due or likely to be due to the authors have been paid in full; The issues related to exclusive and personal non-property rights are settled in such a way that the use of the results of intellectual activity and means of individualization will not violate the exclusive and/or personal non-property rights of the authors, including consent to the use of the results of intellectual activity and means of individualization without specifying the names of the authors; the Counterparty is not bound by any agreements or agreements preventing the conclusion of this Agreement and fulfillment of all its terms, exclusive rights to the results of intellectual activity and means of individualization are not subject to pledge, are not otherwise encumbered, as well as exclusive or personal non-property rights to the results of exclusive activity are not subject to judicial proceedings;
- н) If the subject matter of the Agreement is delivery of the Solution, the Product specification declared by the Counterparty, i.e. quantity and set of Products, is sufficient for implementation of the Solution in accordance with the Agreement;
- о) If the subject matter of the Agreement is the delivery of a Solution, the price list to the Agreement shall contain all the Products required for delivery of the Solution in accordance with the Agreement. In case of violation of this representation, in order to compensate MegaFon's losses, the Counterparty shall deliver the Products not specified in the price list at its own expense within the time and according to the procedure specified by MegaFon;

- п) The Product/Software, the price of which the Parties have fixed in the price list, will be produced during the validity period of such price list. The Counterparty shall not be deemed to be in breach of this representation if, in spite of any early termination of the Product/Software production, it provides delivery of similar Product/Software with characteristics not inferior to the terminated Product/Software and at the price of the Product/Software in the price list;
 - р) The Counterparty shall notify MegaFon in writing of its plans to stop production of the Product/Software not less than 6 (Six) months before the date of termination of production or of change of manufacturer's part number in the Product/Software delivered under the Agreement not less than 1 (one) month before the date of delivery. In the absence of such notice MegaFon shall have the right to suspend acceptance of the Product/Software;
 - с) In case of MegaFon's purchase of Technology Products, the Technology Product Specification shall reflect the item codes and names for all modules, components and materials related to the purchased Technology Products, as well as all configurations in the Specification are listed to the level of one element with the price per element;
 - т) All transferred Products are free from claims of third parties, not pledged and not under arrest. MegaFon will not be required to obtain any license or similar authorization to grant the right to use the patent, trademark or any other intellectual activity result related to the Products from either the Counterparty or any other person;
 - у) The Goods shall not contain Pre-installed Software and/or Software automatically installed on the Goods when updating the Software of the Goods or otherwise using the Goods, which collects, transfers and/or otherwise uses user data, initiates the display of advertising materials, sending messages, outgoing calls and/or uses any other communication services without the User's knowledge and consent. The exception is the Software provided by MegaFon, as well as the Software, the installation of which was previously agreed in writing with MegaFon by e-mail. For this purpose, the Counterparty shall provide MegaFon with a list of Software to be installed on the Goods.
 - ф) The goods delivered under the Agreement are imported into the territory of the Russian Federation and released into free circulation (for domestic consumption) in compliance with all norms of the current legislation, including customs legislation of the Russian Federation;
 - х) In case of transfer of the exclusive right to SW and/or PSW to other person or in case change of the Counterparty's licensor or any other licensors in a chain of contracts for transfer of the right of SW/PSW use to MegaFon, as well as in case of change of any conditions (ways, restrictions) of SW/PSW use, MegaFon keeps the right of SW/PSW use (License for SW/PSW) on the conditions which are agreed on in the Agreement. The Counterparty shall at its own expense ensure that MegaFon retains the Software/PSW License on agreed terms and conditions.
- 4.2. The Parties confirm that these representations and warranties are essential for MegaFon. If the above representations are not true (violations of the above warranties), MegaFon shall have the right to refuse to perform the Agreement and/or demand from the Counterparty to reimburse the losses incurred by it, as well as to pay the penalty in the amount of 0.1% of the Agreement value for each identified untrue representation (for each identified violation of the warranty).

In cases where as a result of the inaccuracy of one or more of the above representations (violation of one or more of the above warranties) MegaFon was obliged to refuse to perform the Agreement, MegaFon shall have the right to demand payment of a penalty in the amount of 1/3 of the value of the terminated Agreement, as well as compensation of losses incurred by it under the rules of the current legislation and Conditions in the part exceeding the amount of the above penalty.

Losses incurred by MegaFon as a result of the Counterparty's breach of the above representations and warranties in the area of tax legislation shall be determined as follows:

- in the amount of tax arrears, penalty, fine paid by MegaFon to the budget on the basis of the claim for payment of tax, penalty, fine, on the basis of the decision of the tax authority on prosecution for violation of tax legislation (on refusal to be held liable for violation of tax legislation), issued on the basis of the results of control over correctness of calculation, timeliness and completeness of payment of taxes, fees in course of transactions under the Agreement with the Counterparty, regardless of whether MegaFon challenges or not the mentioned decisions;
- in the amount of VAT that has been paid to the Counterparty as part of the price of the goods and has been claimed by MegaFon for refund, in case of a decision by the tax authority to refuse to refund in full (in part) the amount of tax claimed for refund, regardless of whether MegaFon challenges or not the mentioned decisions;

- in the amount reimbursed by MegaFon to other persons, who have directly or indirectly purchased the Goods from MegaFon, paid by them to the budget on the basis of the relevant decisions (claims) of the tax authorities, regardless of whether MegaFon challenges or not the mentioned decisions;

4.3. Within 5 (five) business days from the date of conclusion of the Agreement, the Counterparty shall send to MegaFon:

- sample signatures of authorized persons who will sign invoices to MegaFon;
- documents confirming powers of persons who will sign the invoices (certified properly orders, instructions, powers of attorney, copies of bank cards or other similar documents) in case the right of their signature is granted to other persons, except sole executive body of the Counterparty and the chief accountant.

The Counterparty shall inform MegaFon in writing (with attached supporting documents) of all changes in the list of persons entitled to sign invoices within 10 (ten) days from the date of such changes.

5. Price and total value of the Agreement

5.1. The Parties may fix the price per unit of each Product in advance. In this case the list of prices per unit of Products shall be established in the price list, which is the integral part of the Agreement. Prices in the price list are set excluding VAT. If applicable, VAT shall be additionally charged by the Counterparty from MegaFon in accordance with the requirements established by the relevant provisions of the Tax Code of the Russian Federation.

5.2. Specifics of VAT taxation

5.2.1. VAT exemption

5.2.1.1. To the extent established by the Russian tax legislation, VAT exemption as per sub-item 26, item 2, Article 149 of the Tax Code of the Russian Federation shall apply to the charges payable to the Counterparty for provision of rights to software/databases (hereinafter referred to as "software/databases").

5.2.1.2. As of the date of transfer of rights to the Software/databases, the Counterparty shall notify MegaFon on inclusion of information about the Software/databases in the unified register of Russian software and databases (hereinafter - the Unified Register).

5.2.1.3. The Counterparty, assuming its legal obligations, represents and warrants to MegaFon that the information on the Software/databases under the Agreement is included in the Unified Register. The Counterparty acknowledges that this representation is material to MegaFon and agrees that, except as set forth in paragraph 4 of this clause, this representation will be valid for the entire term of the Agreement.

5.2.1.4. If, as of the date of transfer of rights to the Software/databases and/or within the period when the Software/database is provided, information on the Software/databases provided under the Agreement is changed/excluded from the Unified Register, the Counterparty undertakes to immediately (but not later than 10 business days following the date of inclusion/modification/deletion of information from the Unified Register) notify MegaFon in writing and provide MegaFon with confirmation of inclusion/modification/deletion of information from the Unified Register in relation to the relevant software/databases.

5.2.1.5. Based on this information, to the extent provided by Russian tax legislation, the right to use the Software/database granted under the Agreement shall be subject to Russian VAT at the effective rate.

5.2.2. VAT exemption shall not apply.

5.2.2.1. To the extent required by Russian tax law, VAT at the applicable rate shall apply to the charges payable to the Counterparty for provision of software/database rights.

5.2.2.2. As of the date of transfer of rights to software/databases, the Counterparty shall notify MegaFon on inclusion of information about software/databases in the unified register of Russian software for computers and databases.

5.2.2.3. The Counterparty, assuming its legal obligations, represents and warrants to MegaFon that the information on the Software/databases under the Agreement is not included in the Unified Register. The Counterparty acknowledges that this representation is material to MegaFon and agrees that, except as provided in Clause 5.2.1.4, this representation will be valid during the entire term of the Agreement.

5.2.2.4. Based on this information, the VAT rules established by sub-item 26, item 2, Article 149 of the Tax Code of the Russian Federation shall apply or shall not apply.

5.3. In cases when the Services are provided in electronic form under the Agreement within the meaning of Article 174.2 of the Tax Code of the Russian Federation, the Counterparty is a foreign entity and the obligation to pay VAT in respect of operations for implementation of the above Services is not assigned to a tax agent, the Counterparty shall calculate and pay VAT to the budget of the Russian Federation, when MegaFon makes prepayment/payment for Services rendered in electronic form. MegaFon shall not withhold or pay VAT to the budget in accordance with the tax legislation of the Russian Federation when making prepayment/payment for Services rendered in electronic form. At the same time, the Counterparty shall specify in its invoice the INN and KPP specified in the Certificate of Registration with the Tax Authority of the Russian Federation, as well as separately indicate the amount of VAT payable to the budget of the Russian Federation.

5.4. Prices in the price list shall be firm prices, and the Counterparty shall not be entitled to demand any increase in the price per unit of the Product, including in case when at the time of determination of the price per unit of the Product it was impossible to foresee the full amount of expenses necessary for performance of the Agreement.

5.5. The price of the Product includes all associated expenses of the Counterparty related to fulfillment of its obligations under the Agreement, in particular, the cost of the Goods includes the Counterparty's expenses for delivery of the Goods to the Place of Delivery, the cost of the Works and Services includes the cost of materials used in performance of the Works/Services (means of the Counterparty).

5.6. In cases where the Agreement for the Supply of Goods and/or transfer of the Software License provides for Installation, Commissioning, Adjustment or other similar works in relation to the Goods/Software, the cost of such Works shall be allocated separately in the Agreement. Otherwise, the cost of such Works shall be deemed to be included in the value of the Goods/Software.

5.7. Prices are set in rubles. If prices in the Agreement are specified in foreign currency or expressed in conventional units, payment shall be made in rubles at the rate established by the Central Bank of the Russian Federation on the date of signing of the relevant Agreement by MegaFon, in case the Frame Agreement - on the Order Date. The Parties shall specify the value in the primary accounting documents (including the certificates of acceptance and transfer, consignment note, invoice) in rubles of the Russian Federation at the rate established by the Central Bank of the Russian Federation as of the date of signing of the relevant Agreement by MegaFon, in case the Frame Agreement is as of the Order Date.

5.8. In case of change of item number, in particular the code (NDP/Product Code/Article), in the price list (if such number is fixed in the contract), without changing its name, technical characteristics and price, the Counterparty in advance (10 business days prior to execution of the next Order) shall send to MegaFon a corresponding notice signed by an authorized person with a copy of the document confirming its authority (if applicable), according to the rules set forth in Article 13 hereof. Such notification shall constitute the basis for changing the item number of the Goods in the price list of the Agreement and in the Orders to it, concluded after 10 business days after receipt of this notification by MegaFon, without the need to sign an additional agreement to the Agreement, unless the Parties have agreed otherwise.

6. Payment Terms

6.1. Payment under each Agreement shall be made by sending funds to the Counterparty's account according to the bank details specified in the Agreement and may not be made in favor of a third party. Bank details of MegaFon's branches are available at: https://corp.megafon.ru/ai/document/10086/file/Rekviziti_filialov_MF.pdf

6.2. Each of the Parties to the Agreement shall promptly notify the other Party of changes in its bank details under the Agreement by sending a written notice drawn up on the official form of the Party (if any) signed by the authorized representative of the Party with the annex of copies of documents certified by the Party confirming such authority.

Notice shall be sent to the other Party by courier service or registered mail with notice of delivery and at the same time a scan copy of the notice and its attachments shall be sent to the e-mail address specified in the Agreement or by EDF. Otherwise, the Counterparty will independently bear the adverse implications caused by MegaFon's payment based on the old details.

After expiration of five working days from the moment of obtaining the original of the notice by the Party, the Party is obliged to make payments under the Agreement according to the bank details specified in such notice. Change of bank details of the Parties by means of notification in accordance with this Clause does not require the Parties to sign an additional agreement to the Agreement.

6.3. MegaFon shall pay 100% (one hundred percent) of the total value of the Agreement, in case of the Frame Agreement - of the total value of the relevant Order within the terms stipulated in the Agreement or the Order. If the payment term is not specified in the Agreement/Order, it shall be understood as payment on the next Payment Day after expiration of 30 calendar days from the Counterparty's performance of obligations on transfer of the Products, which is confirmed by the consignment note signed by the Parties and (or) the UPD and (or) the act of acceptance of transfer of results of Works/transferred Software/delivered Services, provided that the Counterparty provides the following:

- provision by the Counterparty of the original invoice (if applicable);
- delivery by the Counterparty of the original detailed tax invoice (if applicable);
- provision by the Counterparty of documents related to the Products (technical passport, quality certificate, operating instructions, etc.) provided for by law, other legal acts or the Agreement.

If the Agreement/Order obliges the Counterparty to provide security for fulfillment of its obligations, including by providing to MegaFon an independent/bank guarantee, MegaFon's obligation to pay for such Agreement/Order shall arise only if the Counterparty provides the relevant security that satisfies the terms of the Agreement, including the timeline for its provision to MegaFon.

If the Agreement or the Order, when the Agreement is a frame Agreement, provides, in addition to the transfer of the Goods/Software Licenses, for performance of Installation, Adjustment or Commissioning Works in respect of the Goods/Software, the document on the acceptance and transfer of the Products in the sense of this clause shall mean a certificate confirming compliance with the Agreement or the Order of the Goods/Software and the results of the works on such installation, adjustment and commissioning.

If the original documents specified in this clause are not provided, payment shall be postponed to the Payment Day following the date of actual provision of the specified documents, but not earlier than the due date under the contract. If the original documents are provided less than 7 (Seven) Business Days before the Payment Day, the payment shall be postponed till the next Payment Day.

Counterparty shall make record of actual delivery to MegaFon's representative of the original documents that serve as the basis for payment using any method that confirms service of the documents, and present to MegaFon a copy of receipt confirmation or any other similar document.

The Parties have agreed that the Products shall not be deemed in pledge until its full payment by MegaFon in compliance with the terms of the effective Agreement.

- 6.4. MegaFon shall have the right to suspend payment in case of delay and/or improper performance by the Counterparty of its counter-obligations under the Agreement/Order, including obligations to transfer source documents, to provide security for performance of its obligations, including through provision to MegaFon independent/bank guarantee. If overdue/improperly performed counter-obligations of the Counterparty, which served as the basis for the suspension of payment, are fulfilled by the Counterparty, the moneys shall be payable on the next Payment Day after expiration of 15 days from the date of receipt by MegaFon of the notice on fulfillment of the obligation, which served as the basis for the suspension of payment.
- 6.5. MegaFon's obligation to pay shall be deemed to have been duly fulfilled at the time of debiting the funds from MegaFon's settlement account.
- 6.6. The counterparty shall issue and document invoices in accordance with the legislation of the Russian Federation.
- 6.7. Source documents (source accounting documents) prepared by the Parties pursuant to the Agreement shall comply with the legislation of the Russian Federation.
- 6.8. In case of issuing and/or documenting an invoice in violation of the laws of the Russian Federation, MegaFon shall have the right to demand from the Counterparty payment of the amount of VAT on the corresponding invoice multiplied by the amount of 1 (one fourth) of the key rate of the Central Bank of the Russian Federation effective as of the date of submission of the claim against the Counterparty. In case of failure to deduct VAT amounts on the basis of the decision of the tax authority on prosecution for violation of tax legislation (on refusal to be held liable for violation of tax legislation), issued on the basis of the results of control over the correctness of calculation, timeliness and completeness of payment of taxes, fees charged on transactions under the Agreement with the Counterparty, because the detailed tax invoice was documented and issued with violation of the legislation of the Russian Federation (regardless of the fact whether MegaFon has challenged or not the above decisions), MegaFon may, in accordance with Article 406.1 of the Civil Code of the Russian Federation, separately from the amount specified in this Clause or in addition to it, demand payment from the Counterparty of the amount of VAT not accepted for deduction.
- 6.9. In case of delay in delivery of the Products under the Agreement with the Counterparty, which is a non-resident of the Russian Federation, to the extent that MegaFon has made an advance payment, the amount of the paid advance shall be returned by the Counterparty to MegaFon in full within 3 calendar months from the date of delay in delivery of the Products.
- 6.10. The parties have agreed on the following procedure of payments: MegaFon shall deduct from the sums which are payable to the Counterparty, any sums of money which are due to MegaFon including, depending on terms of the contract, value of not returned materials, value of low-quality Products, sum of expenses on elimination of deficiencies, penalty sums (fines, penalties), losses, property losses. Such deduction by virtue of its performance automatically reduces the price of the Products agreed upon by the Parties. MegaFon shall preliminary notify the Counterparty in writing of any planned deductions two weeks before the deduction. No claim procedure shall be required for performance of such deduction.
- 6.11. In case of termination of the Agreement and/or the Order due to improper performance by the Counterparty of its obligations, the Counterparty undertakes to transfer the results of the Works to the Customer in the condition as of the date of termination of the Agreement and/or the Order. The Customer shall not be obliged to pay for such Works results unless otherwise agreed by the Parties separately.
- 6.12. If tax authorities present claims to MegaFon/affiliates of MegaFon for payment of taxes, fines, penalties on the basis of the decision of the tax authority to hold it liable for violation of tax legislation (refusing to be held liable for violation of tax legislation) related to incomplete or unreliable information specified in Clause 1 and/or due to failure to notify or untimely notification of MegaFon by the Counterparty on inclusion/modification/exclusion of information from the Unified Register of provided software/databases as per Clause 5.2.1.4, whether or not MegaFon has challenged or not challenged the said decisions; MegaFon shall be entitled to demand from the Counterparty and the Counterparty shall be obliged on the basis of MegaFon's respective request, reimburse all costs and losses incurred

by MegaFon in connection with the claims of tax authorities, among other things to indemnify MegaFon in full for the amount of taxes, fines and penalties specified in the tax authorities claims, as well as for all expenses (including legal and other support costs) incurred by MegaFon in disputes and proceedings, including legal proceedings, in connection with such claims (decisions).

6.13. MegaFon shall be entitled to demand from the Counterparty, and the Counterparty shall, on the basis of the relevant request, reimburse MegaFon for losses in the amount reimbursed by MegaFon to other persons who directly or indirectly acquired rights to the software/databases from MegaFon, paid by such other persons to the budget on the basis of the relevant decisions (claims) of tax authorities, whether or not MegaFon has challenged or not challenged the said decisions (claims) of tax authorities, if such decisions (claims) of tax authorities are related to incomplete or inaccurate information specified in Clause 5.2.1 and/or due to failure to notify or untimely notification of MegaFon by Counterparty on inclusion of information in the Unified Register/exclusion of information from the Unified Register on provided software/databases according to Clause 5.2.1.4.

7. Quality Warranty

7.1. The Counterparty guarantees to MegaFon compliance of the Products with the requirements of the Agreement during the warranty period stipulated in the Agreement. If the warranty period is not specified in the Agreement and there is no explicit refusal of the Counterparty to provide a quality warranty for the Products, the warranty period shall be deemed to be 24 (twenty-four) months.

7.2. The Products shall be suitable for the purposes for which such Products are commonly used and for the purposes of the Products specified in the Agreement.

7.3. If the legislation of the Russian Federation or any procedure established by it provides for mandatory requirements to the quality of the Products, the Counterparty shall transfer to MegaFon the Products that meet these mandatory requirements.

7.4. The warranty period shall start to from the moment of final transfer of the Products to MegaFon. The moment of final transfer of the Products to MegaFon shall be the date of the latest document of acceptance and transfer in respect of the specified Products. If the Order/Agreement for delivery of Goods/transfer of Licenses for Software provides that the Counterparty must perform works on installation and/or commissioning of Goods/Software, then the moment of final transfer of Goods/Licenses for Software, within the meaning of this clause, shall be deemed the date of acceptance by MegaFon of the results of the corresponding works. In case MegaFon fails to perform the obligation to assist the Counterparty in performance of works, within the scope and procedure stipulated by the Agreement, including provision of a site for installation, etc., within a period exceeding the total period of performance of the specified works, the warranty period for the relevant Goods/Software shall start from the moment when the total period of delay in MegaFon's performance of the obligation to assist the Counterparty in performing the works exceeds the period, during which the works were to be performed.

7.5. The quality warranty on the Products extends also to all its components, including PSW and also the results of Works, if the obligation for installation, commissioning, adjustment or other similar Works in relation to these Products was assigned to the Counterparty. In this case, the warranty period for the component product is considered equal to the warranty period for the main article and starts simultaneously with the warranty period for the main product.

7.6. If MegaFon is deprived of the possibility to use the Products with respect to which the warranty period is established by the Agreement, in circumstances beyond MegaFon's control, the warranty period shall not start until the relevant circumstances are eliminated.

7.7. The warranty period shall be extended for the period during which the Products could not be used due to defects found in it, provided that the Counterparty is notified of the defects of the Products in accordance with the procedure specified in this article.

7.8. The Product (component product) transferred by the Counterparty to replace the Product (component product) with defects detected during the warranty period shall have the warranty period of the same duration as the replaced one, unless otherwise provided for in the Agreement.

7.9. In case of Product defects detection during the warranty period MegaFon shall notify the Counterparty of defects within 2 (two) weeks from the moment of their detection. Notification on defects should be sent in writing describing them and the situation in which they occurred.

7.10. The Counterparty undertakes to eliminate the defects found in the Products in the shortest possible time, but not later than the period specified in the Agreement. If the Agreement does not specify a maximum time limit for the elimination of defects, it shall be equal to the Reasonable Time Limit. In case the Counterparty violates the obligations to eliminate the detected defects, the Counterparty shall provide MegaFon with Products similar to the defective ones for the time of elimination of the detected defects.

7.11. The Counterparty shall accept the Products with the detected defects in the Place of Delivery, unless otherwise agreed by the Parties and return them to the same place after the defects have been eliminated.

7.12. Quality warranties shall not apply to cases where defects in the Products arose as a result of repair performed by MegaFon or third parties without agreement with the Counterparty or gross violation by MegaFon of the rules of Product operation, provided that the Counterparty has properly informed on such operation rules in Russian. This condition shall not apply if MegaFon has had to eliminate the defects discovered by itself or with involvement of third parties as a result of the Counterparty's avoidance of its warranty obligations, as well as in case the defects arose as a result of performance of the Works and/or repair by a third party authorized by the Counterparty.

7.13. If during the warranty period, as well as during the period of TS Services, the Counterparty becomes aware and may become aware of vulnerabilities of the Products, including Software, errors that may occur in the operation of the Product, including Software, the Counterparty shall notify MegaFon by telephone and e-mail as soon as possible, specified in the Agreement, and provide appropriate recommendations to protect MegaFon's Products and information, as well as to ensure uninterrupted business of MegaFon.

7.14. After expiration of the warranty period on the Products, the Counterparty shall be responsible for the defects of the Products, if MegaFon proves that the defects of the Products arose prior to its transfer to MegaFon or for reasons arising before that time. In this case, MegaFon shall notify the Counterparty, and the Counterparty shall eliminate these defects in accordance with the procedure and terms stipulated in this article of the Terms and Conditions.

7.15. The Counterparty shall guarantee to MegaFon compliance of the Products with the Agreement requirements, as well as discovery, analysis and elimination of SW vulnerabilities, including the Common Vulnerabilities and Exposures of the version, and making any necessary changes in SW documentation during the Warranty Period as set forth by the Agreement.

8. Liability of the Parties

8.1. The Parties shall be liable in accordance with the Agreement and applicable legislation of the Russian Federation for non-fulfillment or improper fulfillment of their obligations.

8.2. The Counterparty shall be liable to MegaFon for non-fulfillment or improper fulfillment of its obligations by third parties.

8.3. The Party shall be exempted from payment of penalty (fine, penalty) if it proves that the delay in performance of the said obligation occurred due to force majeure, that is, extraordinary and unavoidable circumstances. Such circumstances do not include, in particular, breach of obligations by the Party's counterparty, termination of production of the Product subject to delivery, regardless of whether the Products are produced by the Counterparty or another party.

8.4. In case of delay of transfer of the Goods and/or Solution and/or Software and/or License, and/or independent/bank guarantee (in cases provided by these Terms and Conditions) and/or start/end of Works/Services,

and/or interim terms (dates of start and completion of certain stages), as well as the period of elimination of defects found during acceptance of the Goods/Decision/Software and License/Works/Services or during the warranty period in relation to terms specified in the Agreement, MegaFon has the right to demand the following:

8.4.1. 0.3% (zero point three percent) of the value of the relevant Agreement, in case of the Frame Agreement from the value of the Order, for each day of the total delay, if the total delay is from 1 (one) to 14 (fourteen) days;

8.4.2. 0.4% (zero point four percent) of the value of the relevant Agreement, in case of the Frame Agreement from the value of the Order, for each day of the total delay, if the total delay is from 15 (fifteen) to 28 (twenty-eight) days;

8.4.3. 0.5% (zero point five percent) of the value of the relevant Agreement, in case of the Frame Agreement from the value of the Order, for each day of the total delay, if the total delay exceeds 28 (twenty-eight) days.

8.5. In addition to the obligation to pay penalty for delay in transfer of Goods and/or Solutions and/or Software, and/or License and/or independent/bank guarantee (in cases provided by these Terms and Conditions) and/or start/end of Works/Services, and/or interim terms (dates of start and completion of certain stages), as well as time of elimination of defects detected during acceptance of the Goods and/or Solution and/or Software and/or License and/or Works and/or Services or during the warranty period in relation to timeline set forth in the Agreement, the Counterparty, at MegaFon's request, shall pay a one-time penalty in the amount of 10% of the value of the respective Agreement, in case of Frame Agreement from the value of the Order, in which the delay occurred, if the total period of delay is more than 14 days.

8.6. Payment by the Counterparty of the penalty for delay of the interim period, as well as compensation for losses in case of non-fulfillment or improper fulfillment of obligations under the Agreement, shall not be a ground that relieves the Counterparty from payment on the basis of this article of the penalty for violation of the subsequent interim or final terms provided for in the Agreement.

8.7. If MegaFon gives to the Counterparty a time period for elimination of defects detected during interim or final acceptance of the Products, or the Agreement or the current legislation contains a provision enabling the Counterparty to eliminate defects found during acceptance of the Product, it does not deprive MegaFon of the right to claim penalty for delay of interim or final terms in accordance with this Article, if the defects found during the relevant acceptance of the Product have been eliminated after expiration of the interim or final deadlines, respectively.

8.8. In case of detection of illegal import of Goods or other material used in the performance of Works into the territory of the Customs Union, the Counterparty shall pay to MegaFon at its request a penalty in the amount of 20% (twenty per cent) of the value of such Goods/Material, and compensate MegaFon for any losses incurred, including expenses related to payment of custom duties and other payments in full, made in order to preserve the possibility of using the Goods/Material in the territory of the Russian Federation, as well as fines and penalties imposed on MegaFon. The condition specified in this clause shall survive expiration of the Agreement for the period of customs control over circulation of goods imported into the territory of the Russian Federation, but not less than 10 (ten) years from the moment of import of the Goods/material into the territory of the Russian Federation.

8.9. In case of the Counterparty's breach of other obligations under the Agreement, which is not subject to a special liability, MegaFon shall have the right to demand payment from the Counterparty of a one-time fine in the amount of 0.05% (zero point five percent) of the value of the relevant Agreement or Order, if the Agreement is a frame one.

8.10. In addition to the obligation to pay the penalty, the Counterparty shall, in case of breach of the terms of the Agreement, reimburse MegaFon for losses caused by non-performance or improper performance of the obligation by the Counterparty in full, including lost profits.

8.11. In case MegaFon violates the payment period under the Agreement, the Counterparty shall have the right to demand from MegaFon payment of penalty in the amount of:

8.11.1. 1/365 of the key rate established by the Central Bank of the Russian Federation for each day of delay - in cases when the price of the Agreement is fixed in rubles,

8.11.2. 1/365 Federal Funds Target Rate, published by the US Federal Reserve for each day in arrears - in cases where the price of the Agreement is fixed in US dollars;

8.11.3. 1/365 Main refinancing rate published by the European Central Bank for each day of delay - in cases where the price of the Agreement is fixed in the EURO,

effective on the date of penalty, from the amount of debt unpaid within the specified term, but not more than 10% of the amount of debt.

8.12. At the same time, MegaFon shall be exempted from liability for violation of the payment term in case of delay of up to 3 (three) days (inclusive), if it is caused by:

8.12.1. failure in operation of payment systems, financial markets and / or any other infrastructure that MegaFon may need to effect payments in due time;

8.12.2. delay in payment of any check carried out by banks on the basis of existing laws and regulations at the side of banks servicing MegaFon's accounts, as well as their correspondent banks;

8.12.3. other events that make it impossible to pay in a timely manner through payment systems and/or other infrastructure required for payment, if such events are independent of MegaFon's actions.

8.13. No penalty shall be accrued or paid on the amount of the advance payment if such condition is present in the Agreement.

8.14. Unless otherwise is specified in these terms or the Agreement, payment of a forfeit, losses, property losses and other sums which are due to the Party shall be made only on the basis of a claim. The Party shall pay the specified amounts within 30 (thirty) days from the date of receipt of the respective claim. Payment shall be made on a non-cash basis in Russian rubles by transferring funds to the settlement account of the Party making the claim.

8.15. In the event of a material breach by the Counterparty of the terms of the Agreement, MegaFon shall have the right to refuse to perform the Agreement, in case of Frame Agreement - to refuse to perform the relevant Order and/or the Frame Agreement, unilaterally out of court, demand payment of forfeit in the amount of 1/3 (one third) of the value of the terminated Agreement/Order, return of money paid by MegaFon, as well reimbursement of losses that are not covered by forfeit amount.

Breach by the Counterparty of the terms of the Agreement/Order within the meaning of this Clause is deemed to be material in case of:

a) violation of the terms of transfer of the Goods and/or Solution and/or SW and/or License and/or independent/bank guarantee (in cases set forth herein) and/or , violation of the start/end date of performance of the Works/Services, and/or interim terms (dates of start and completion of certain stages), as well as deadlines of elimination of defects discovered in the Goods and/or Solution and/or SW and/or License and/or Works and/or Services for more than 30 (thirty) days;

b) breach of the confidentiality requirements set forth in these Terms and Conditions;

c) violations of the anti-corruption requirements set forth in these Terms and Conditions;

d) breach of the Agreement/Order by the Counterparty, which causes such damage to MegaFon that it is substantially deprived of what it was entitled to expect at the conclusion of the Agreement/Order.

8.16. Losses that MegaFon may recover from the Counterparty in case of violation of the terms and conditions of the agreements concluded between the Parties, in particular, shall mean:

8.16.1. difference between the value of the Products in the Agreement and the value in the agreement concluded by MegaFon with a third-party supplier or the market value for comparable Products established at the time of the Counterparty's refusal to enter into the Agreement, if such agreement is not concluded;

8.16.2. MegaFon's expenses related to organization of procurement of similar or comparable Products from third-party suppliers;

8.16.3. other expenses that MegaFon has incurred or will have to incur in order to recover the violated right, loss or damage to the property (real damage), as well as missed revenue that MegaFon would have received under normal conditions of civil turnover if its right had not been violated (loss of profits).

8.17. In accordance with the provisions of Article 406.1 of the Civil Code of the Russian Federation, the Counterparty shall undertake to reimburse MegaFon's property losses, arising as a result of third parties submitting claims to MegaFon for infringement of their intellectual or other rights as a result of MegaFon's use of the Products, except where such claims are based on MegaFon's use of the Products in violation of the terms and conditions set forth in the Agreement, as well as in case MegaFon accepts the claims of the specified third parties in violation of written instructions from the Counterparty. At the same time, MegaFon shall have the right to protect its rights by other means provided for in the Agreement and (or) applicable legislation. In addition, the Counterparty shall, upon receipt of the relevant notice from MegaFon, immediately enter into a dispute by its own effort and at its own expense, to settle claims and/or claims of third parties based on the illegality of MegaFon's acquisition and/or use of rights in the Products. The Counterparty that was notified by MegaFon in accordance with this Clause, but has not taken part in the settlement of the claim and/or claims of third parties shall be deprived of the right to prove incorrect conduct of the case by MegaFon.

8.18. The Counterparty shall, in accordance with the provisions of Article 406.1 of the Civil Code of the Russian Federation, reimburse MegaFon for property losses arising as a result of actions (omissions) of the Counterparty's Right Holder or Counterparty that brought the Software and/or PSW, or its part or part of its functionality into inoperable condition by means of blocking, disconnection, etc., including by using remote access to Software and/or PSW.

8.19. The end of the term of the Agreement shall not relieve the Counterparty of liability for fulfillment of obligations assumed by the Counterparty under the Agreement before the end of its term of validity, as well as for compensation of damages and payment of penalties in case of violation of the terms of the Agreement.

8.20. In case of any conflict of the rules of the Conditions on Liability for Non-Performance/Improper Performance of the Obligation by the Party, the rule providing for special liability for the corresponding violation shall prevail.

8.21. The Party to the Agreement shall not be deemed to be in delay until the obligation can not be fulfilled due to delay of the other Party. The Second Party shall be deemed to be in delay if it has refused to accept the proposed proper execution or has not performed the actions provided for by law, other regulations, Agreement or Order, if such actions have prevented the other Party from fulfilling its obligation.

9. Force Majeure

9.1. The Parties shall be exempted from liability for partial or total non-compliance with the obligations under the Agreement if it resulted from force majeure circumstances, namely, fire, flood, earthquake, war, hostilities, blockade, embargo, general strikes prohibiting (or limiting) acts of the authorities, and if these circumstances directly affected the implementation of the Agreement.

9.2. The Party for which it was impossible to fulfill its obligations under the Agreement shall immediately (within 3 (three) days) notify the other Party of the occurrence and termination of the above-mentioned circumstances. Late notification of these circumstances precludes the Party concerned from invoking them in the future.

9.3. The obligation to prove the existence of force majeure circumstances rests with the Party to the Agreement that has not fulfilled its obligations under the Agreement.

9.4. Evidence of the existence of the above-mentioned circumstances and their duration will be provided by the documents of the competent authorities, whose powers include confirmation of force majeure circumstances.

9.5. If the circumstances and their consequences last more than 3 (three) months, either Party may terminate the Agreement unilaterally. In this case, neither Party shall be entitled to claim damages from the other Party.

9.6. If the impossibility of full or partial fulfillment of obligations exists for more than 30 (thirty) business days,

the Parties shall revise the terms of the Agreement.

9.7. The Parties acknowledge and confirm that despite the spread of new coronavirus infection (COVID-19) and actions of the Government authorities aimed at fighting against it, the Parties have all necessary resources sufficient to fulfill the obligations assumed under this Agreement and guarantee their performance in full and in due time

10. Confidentiality

10.1. The Parties shall recognize as confidential information the terms of the Agreement and any information, including scientific, technical, technology, production, financial and economic, statistical information on customers, products, services, plans, strategies, received by the receiving Party from the disclosing Party in any form, including, but not limited to, in writing, electronic, presented orally or visually that is exchanged between the Parties in course of execution, performance and termination of the Agreement.

Notwithstanding any other provisions, the information received by the receiving Party is not treated as confidential and so the receiving party is not subject to confidentiality obligations as regards such information, if the information satisfies one of the following criteria:

- such information at the moment of its disclosure is known to the public;
- is presented to the Party with a written notice that it is not confidential;
- information is lawfully obtained from any third party without breach of this Agreement;

10.2. During the term of the Agreement and within 3 (three) years after its termination, each Party shall not disclose without prior written consent of the other Party any confidential information received from the disclosing Party. When any information is disclosed to a third party with such consent, the Party disclosing such information to a third party shall ensure that the third party is bound by terms of confidentiality similar or in any case no less stringent than those set forth in these Terms and Conditions.

10.3. The Receiving Party shall not disclose confidential information and shall protect it from unauthorized use, access or disclosure using at least the same caution that it uses to protect its own confidential information.

10.4. The parties agree that the Receiving party shall be entitled to disclose Confidential information:

- to its representative or representative of the Affiliate, but only if such disclosure is reasonable and necessary, and the Party disclosing such information to the representative or Affiliate shall ensure that such representative or such Affiliate is subject to terms of confidentiality similar to, or in any case at least the same as set forth in these Terms and Conditions; "representative" means, for the purposes of this Article, in relation to any Party and their Affiliates, members of the Board of Directors or other collegial management body, members of a collegial executive body, as well as a person exercising the powers of a sole executive body, employees or professional advisers of the relevant legal entity.
- if necessary for judicial protection of rights of the receiving Party in disputes related to relations between the Parties under the Agreement or other agreement concluded between them;
- in accordance with the rules of the stock exchange on which the shares/receipts or other securities of the relevant Party are traded;
- in accordance with the applicable law, regulation, judicial or administrative order or decree, provided that the Party that has received the information from the other Party shall notify the other Party in advance in writing and with confirmation of the need for such disclosure, if such notification is permitted by the applicable law.

10.5. Confidentiality obligations in addition to those set forth in these Terms and Conditions may be set forth in a separate confidentiality agreement signed by the Parties.

10.6. The Receiving Party shall be liable for breach of confidentiality obligations set forth in Clauses 10.1. - 10.4. (including unintentional disclosure, as well as unauthorized disclosure of confidential information by persons to whom the receiving Party is entitled to disclose confidential information in accordance with these Terms and Conditions), in accordance with the current legislation of the Russian Federation, unless more stringent liability

measures for breach of confidentiality obligations are provided separately by the agreement on confidentiality concluded by the Parties.

11. Terms of personal data transfer and processing

11.1. If the Agreement provides for transfer of personal data by MegaFon to the Counterparty, the provisions of this article shall apply to this Agreement.

11.2. Within the framework of personal data processing, the Counterparty shall perform the following actions with personal data transmitted by MegaFon: recording, systematization, accumulation, storage, retrieval, use and other actions provided for in the Agreement.

Processing of personal data is carried out exclusively for the purposes of fulfillment of the Agreement concluded with the Counterparty, as well as for other purposes expressly expressed in the Agreement concluded.

11.3. The Counterparty shall maintain confidentiality and ensure security of personal data transmitted by MegaFon in accordance with the requirements of the internal documents of the Counterparty and the current legislation of the Russian Federation in the field of information protection (including in accordance with the requirements provided for in article 19 of Federal Law No. 152-ФЗ of 27 June 2006 "On Personal Data").

When processing personal data, the counterparty is obliged to take the necessary legal, organizational and technical measures to protect personal data from illegal or accidental access to them, destruction, modification, blocking, copying, provision, distribution of personal data, as well as from other illegal actions with respect to personal data.

11.4. The Counterparty shall be liable, as established by the applicable legislation of the Russian Federation, for disclosure by the Counterparty's employees of personal data transferred by MegaFon and shall settle by its own means and at its own expense the claims of third parties caused by the above-mentioned actions.

11.5. The Counterparty shall, upon receipt of the relevant request from MegaFon, within 3 (three) business days from the date of receipt of such request, provide MegaFon with an official written confirmation of compliance with the requirements of the current legislation of the Russian Federation in the field of information protection, as well as the provisions of these Terms and Conditions and the Agreement relating to personal data processing. At MegaFon's request, the Counterparty shall immediately stop processing personal data transferred by MegaFon.

11.6. The Counterparty warrants and represents to MegaFon (and assumes that MegaFon relies in its business on these representations and they are material to MegaFon) and MegaFon shall rely on these representations of the Counterparty that the Counterparty meets all the necessary requirements for personal data protection provided by the applicable legislation and the document that establishes the policy on Personal Data Processing in MegaFon's PJSC posted at http://corp.megafon.ru/about/legal_information/#politika

12. Cybersecurity and information security obligations of MegaFon PJSC

12.1. If the Agreement provides for the Counterparty's access to Equipment, IT infrastructure and information systems of MegaFon, provisions of this article shall apply to this Agreement.

12.2. In course of performance of its obligations under the Agreement the Counterparty shall be obliged:

- when gaining access to MegaFon's IT infrastructure, equipment, information systems, comply with MegaFon's Cybersecurity and Information Security requirements specified in Appendix No. 4 to these Terms and Conditions;
- prior to performance of the Agreement, the Contractor shall sign a Non-Disclosure Agreement with MegaFon PJSC;
- the Contractor's employees shall be admitted to MegaFon IT infrastructure, equipment, information systems and premises after the Contractor's employees sign obligations on non-disclosure of confidential information and compliance with security requirements. The form of this obligation is provided in the Appendix to MegaFon's Cybersecurity and Information Security Requirements. At the same time, access to MegaFon's information systems containing information constituting a communication secret shall not be granted under the Agreement.

In case of breach of the obligations of items 12.2 – 12.7 of the Conditions by the Contractor, MegaFon shall have the right to terminate the Agreement at any time without compensation to the Contractor by sending the relevant notification to the Contractor at least 5 (five) working days prior to termination of the Agreement. MegaFon may also reject the Contractor's access to its IT infrastructure.

12.3. The Contractor is obliged to comply with the requirements of the Russian Federation laws in the field of information security, including the requirements established by the legal acts of regulatory bodies (Federal Security Service, Federal Technical and Export Control Service (FSTEK Russia), Federal Service for Supervision in the Field of Communications, Information Technologies and Mass Communications (ROSCOMNADZOR), Ministry of Digital Development, Communications and Mass Communications of the Russian Federation) and have the necessary permits (licenses, certificates) for the right to carry out types of activities (performance of works, provision of services) performed by the Contractor in connection with and for performance of the Agreement.

12.4. The following conditions shall be met when the Contractor, in agreed cases, involves third parties to fulfill obligations under the Agreement to perform the Works and Services (hereinafter referred to as subcontractors):

- the subcontractor shall be previously coordinated by the Contractor with MegaFon;
- in order to be able to transfer or access confidential information to the subcontractor, the prior written consent of MegaFon is required, specifying the procedure, conditions of transfer and processing, requirements for information protection, if there is a confidentiality agreement between the Contractor and the subcontractor with confidentiality conditions similar or, in any case, not less strict than the terms of the relevant agreement between MegaFon and the Contractor;
- the Contractor's contract with the subcontractor shall contain the subcontractor's obligations to comply with MegaFon's Cybersecurity and Information Security Requirements and the text of the specified Requirements;
- all provisions of MegaFon's Cybersecurity and Information Security Requirements relating to the Contractor shall apply fully to subcontractors, including obligations to make employees of subcontractors study the specified Requirements and accept non-disclosure obligations; access to sub-contractor's employees to work on the Equipment or with the Software during Works and TS Services is provided only after MegaFon receives the original non-disclosure obligations signed by sub-contractor's employees.

12.5. In case of violation by the Contractor (its employees), as well as by subcontractors engaged by the Contractor (their employees, except when MegaFon has concluded separate agreements with such subcontractors) of the terms of MegaFon's Cybersecurity and Information Security Requirements the Contractor shall reimburse MegaFon for any losses arising in this regard, including amounts recovered from MegaFon on the basis of legal acts in favor of the third parties, and expenses associated with MegaFon's participation in relevant litigation, and to compensate the amounts of fines and other sanctions imposed on MegaFon, if the basis of the prosecution or reimbursement decision arose as a result of violations of MegaFon's Cybersecurity and Information Security Requirements. At MegaFon's written request, the Contractor shall, for each case of violation of MegaFon's Cybersecurity and Information Security Requirement, including for each case of violation resulting in a significant cybersecurity incident in MegaFon's IT infrastructure, as well as resulting from the incident occurring on the Contractor's (subcontractor's) side, pay a penalty in the amount of 5% of the total charges specified in the Agreement. Recovery of damages shall not deprive MegaFon of the possibility to use any other remedies for its rights and interests provided for by the current legislation and agreement of the Parties, including recovery of penalty in full in excess of damages.

12.6. Prior to delivery and acceptance of works under the Agreement, the Contractor shall transfer to MegaFon the software delivered, developed, finalized (modified, adapted) for MegaFon for testing and acceptance with participation of MegaFon's specialists, in accordance with MegaFon's internal procedures. In case of negative result of testing or acceptance the software is prohibited to be put into operation, work is considered not performed and the acceptance certificate of works shall not be signed. For testing and acceptance purposes, the Parties shall sign a license agreement under which the Contractor grants to MegaFon free of charge (without payment of license fees) the right to use such software in all ways and under the conditions necessary for testing and acceptance.

13. Anti-corruption

13.1. In fulfilling their obligations under the Agreement, the Parties shall comply with the requirements of the applicable anti-corruption legislation and shall not take any actions that may violate the norms of the applicable anti-corruption legislation, including ensuring that they, their affiliates, employees and any persons acting on their behalf and/or in their interests:

13.1.1. personally or through intermediaries do not carry out, offer, demand, do not seek, permit, agree to transfer or receive remuneration in the form of funds, securities, other property, provision of services of a property nature, provision of property rights directly or indirectly to any persons, including, but not limited to, commercial organizations and their representatives, authorities and self-governments, State and municipal employees, to influence the actions or decisions of these or other persons in order to obtain any advantages or achieve other purposes, related to the Treaty and do not assist in the implementation of these illegal actions;

13.1.2. do not abuse or neglect their powers in order to obtain benefits and advantages for themselves or others or to harm others if it relates to the Agreement.

13.2. If the Parties suspect that any violation of provisions of Clause 13.1 of the Terms have occurred or is likely to occur, the Party shall immediately send to the other Party, in writing or by e-mail, notice of the violation. In the notification, the Parties are obliged to refer to the facts or provide materials that give reason to believe that there has been or may be a violation of any provisions of Clause 13.1 of the Terms. The Parties came to an agreement to ensure confidentiality for persons reporting on facts of violation and corruption subject to legislative requirements.

13.3. By entering into this Agreement, the Counterparty confirms its readiness to comply with the requirements of the Anti-Corruption Policy of MegaFon PJSC posted on the official website of MegaFon PJSC at <https://corp.megafon.ru/>.

13.4. The provisions of Clauses 13.1 to 13.3 of the Terms and Conditions shall be recognized by the Parties as material terms and conditions of the Agreement. In case of non-fulfillment or improper fulfillment by the Counterparty of the obligations provided for in the above clauses, MegaFon PJSC shall have the right to unilaterally refuse to perform this Agreement in whole or in part at any time by sending written notice of termination or amendment of the Agreement. The Agreement shall be deemed to be terminated or amended on the date as set forth in such notice. MegaFon PJSC may claim full damages resulting from such termination or amendment of the Agreement, as well as compensation for the amounts paid MegaFon PJSC and its officers as a result of their prosecution by the authorities, if the cause of prosecution arose as a result of the Counterparty's failure to perform or improper performance of the obligations provided for in clauses 13.1 to 13.3 of the Terms and Conditions, and the Counterparty shall comply with such demand and pay the money within the period specified in the relevant written demand.

14. Notification procedure and electronic document flow (EDF)

14.1. All notices and messages shall be signed by authorized representatives of the Parties and sent in writing by registered mail with notification of delivery either by courier service to addresses specified in the Agreement or by e-mail according to the rules stipulated in this article.

The date of receipt of the notification shall be the date specified in the notification of delivery of the registered letter or the date specified in the statement of the courier service marked by the receiving Party on acceptance of the notification.

Notifications and messages sent by e-mail or fax are valid if the original is subsequently provided. The date of receipt of the notification by e-mail or fax will be the date of receipt of the original. When sent by e-mail, notifications and messages (including legal messages) sent by e-mail shall be valid from the date of receipt by MegaFon of the e-mail delivery confirmation to the Counterparty. MegaFon shall have the right to send to the Counterparty a notice or a message to the e-mail address specified in the Agreement without providing the original. Notice shall be deemed to have been received by the Counterparty and the consequences specified in the notice or communication shall be deemed to have occurred on the date of sending the relevant e-mail or on any other date specified in the notice or communication.

The Counterparty shall maintain the operability of the e-mail address provided to MegaFon, daily access and receipt of mail. The Counterparty shall bear all risks caused by non-fulfillment/improper fulfillment of the specified obligation. Notices and messages concerning fulfillment of obligations under the Agreement shall be sent to the address of the relevant branch of MegaFon specified in the Agreement.

14.2. In addition to the above-mentioned notification methods, Parties may make notifications electronically in accordance with the terms of this paragraph. The parties came to the agreement on implementation of electronic document flow under the Agreement, addenda to it, as well as any related documents processed by the Parties at execution or termination of the contract, including without limitation, invoices, detailed tax invoices, reconciliation statements on payments (debt), protocols, specifications, plans, acts, statements of work and conditions, schedules, inquiries, notifications, requirements, forms of Orders in electronic form via telecommunication communication channels with application of reinforced qualified electronic signature (ES). The exchange of documents in electronic form via telecommunication communication channels is carried out through the Electronic Document Flow Operator. Any electronic documents shall be deemed equivalent to hard copies signed personally by the authorized representatives of the Parties provided that the electronic documents are signed using an reinforced qualified e-signature of the Parties' authorized persons.

14.3. Each of the Parties to the Agreement shall promptly notify the other Party about changes of the Electronic Docflow Operator by sending a written notification drawn up on the official form of the Party (if provided) signed by the authorized representative of the Party with the attached copies of documents certified by the Party confirming such authority.

15. Rights of MegaFon Affiliates under the Agreement

15.1. The Counterparty, when entering into the Agreement, confirms its knowledge of the following limitations in the authority of the management staff of MegaFon's branches, including the head of the respective branch:

- change of terms and procedure of settlements under the Agreement;
- termination of the Agreement by agreement of the Parties;
- any amendments and/or addenda to the Agreement;
- unilateral refusal to perform or amend the Agreement;
- transfer of rights and obligations under the Agreement to any third party.

The limitations in powers set forth in this Clause shall apply only to Federal Agreements. At the same time, the Federal Agreement refers to the Agreement concluded in favor of two or more MegaFon branches.

15.2. Payment for the Products may be made also from the current account of the relevant MegaFon branch specified in the Agreement.

15.3. The reporting documents under the Agreement shall be sent to the current address of the relevant branch of MegaFon, according to the unified state register of legal entities, unless MegaFon has informed in writing about any other address of the relevant branch.

15.4. The Counterparty confirms that any MegaFon Affiliate may extend these Terms and Conditions to the terms of its agreement with the Counterparty by specifying in the relevant agreement a duly executed reference to these Terms and Conditions. In this case, MegaFon in the text of the Terms and Conditions shall mean the relevant Affiliate.

15.5. The Counterparty confirms that any MegaFon Affiliate may enter into an Order with it on its own behalf with reference to the Frame Agreement concluded between the Counterparty and MegaFon. In relation to such Order, MegaFon shall be understood as the relevant Affiliate by the text of the Frame Agreement and the Terms and Conditions. The Affiliate and the Counterparty become liable to each other for performance of such Order.

16. Dispute resolution and applicable law

16.1. All disputes that may arise from or in connection with the Agreement shall be resolved by the Parties through negotiations. The Parties established the mandatory out-of-court (extrajudicial) resolution procedure for disputes that arise out of the Agreement or in relation to it. The Party receiving the claim shall respond within 30 (thirty) days from the date of its submission by the other Party, unless otherwise specified by federal law.

16.2. If it is not possible to achieve the agreement according to the above procedure, all disputes, differences or claims arising out of or in connection with the Agreement, including those relating to its performance, breach, termination or invalidity, shall be resolved as follows:

16.2.1. in the International Commercial Arbitration Court of the Chamber of Commerce and Industry of the Russian Federation in accordance with its Rules, if the Counterparty is a person registered in the territory of a foreign State;

16.2.2. under proceedings in the Arbitration court of Moscow in all other cases.

16.3. The Agreement shall be governed by and interpreted in accordance with the current legislation of the Russian Federation. The Agreement is not an accession treaty. The Parties shall have the right to approve in the Agreement the terms and conditions which differ and/or supplement these Terms and Conditions.

17. Assignment of the right of claim

17.1. The Counterparty may not, without MegaFon's prior written consent, assign or pledge the rights under the Agreement, including the rights that the Counterparty will acquire in the future under the Agreement.

17.2. In case of any breach or improper performance by the Counterparty of the provisions of this Clause, the Terms and Conditions the Counterparty shall pay to MegaFon a fine in the amount of 10% (ten percent) of the amount of the assigned/pledged claim rights within 10 (ten) days from the date of MegaFon's submission of the claim to the Counterparty invoice for payment of the fine.

18. Term of Agreement, interpretation of Agreement and other conditions

18.1. The Agreement shall enter into force on the date of signing by the Parties, unless a different effective date is specified in the Agreement itself, and shall be valid until the Parties fulfill their obligations under the Agreement. Prior negotiations and correspondence that took place prior to the signing of the Agreement shall cease to be effective from the moment of its signing, except for the cases specified in Clause 18.2.

18.2. The Parties shall have the right to refer to the procurement documentation in cases where the Agreement and these Conditions do not regulate or do not resolve any legal relations.

18.3. MegaFon shall have the right to refuse to perform the Agreement and/or the Order in whole or in part unilaterally out-of-court by means of written notification without specifying the reason. The Agreement and/or the Order shall be deemed terminated within the time specified in such notice. In case MegaFon refuses to perform the Agreement and/or the Order in accordance with this Clause, the Counterparty shall return the money paid by MegaFon in the part of terminated Agreement and/or Order, less the documented expenses, incurred by the Counterparty prior to the date of receipt of such notice, the amount of such costs shall in any case not exceed the value of the Products, which MegaFon has refused.

18.4. In case of termination of production of the Technology Products supplied under the Agreement, the Counterparty shall notify MegaFon about it not less than 60 (sixty) days before the expected date of termination of the Technology Products production.

18.5. In cases provided for by the applicable law, the Parties may issue a UPD as the source document confirming shipment and as an invoice giving the right to deduct the claimed VAT. In this case, signing of the UPD shall be equal to signing by the Parties of a detailed tax invoice and consignment note TORG-12/certificate of acceptance of Works/Services in cases provided for in the Terms and Conditions.

18.6. In compliance with the Order of the Ministry of Digital Development, Communications and Mass Media of the Russian Federation #135 of 04.04.2016, if the Counterparty engages as a third party (subcontractor) any foreign organization and/or foreign nationals (persons without citizenship) to fulfill its obligations under the Agreement, the Counterparty undertakes to send to MegaFon quarterly, but not later than on the 10th day of the month following the reporting quarter, information about contractor, foreign organizations and foreign nationals (persons without citizenship) engaged in provision of services and (or) performance of works in the form specified in Appendix No. 3

hereto. This information is provided by registered mail in paper/non-editable form (paper or pdf) and is duplicated in editable electronic form (excel format) at info135@megafon.ru. The Counterparty using its own effort and at its expense shall bear the risks and have responsibility for incompliance with requirements of this clause, including its full payment and compensation of the Customer's penalties to the governmental authorities, any costs or losses of the Customer related to the Counterparty's violation of this clause of the Agreement during execution of the Agreement. The Counterparty guarantees availability of written consents of the persons specified in this article of the Agreement for transfer to MegaFon and processing by MegaFon (with or without use of its software and hardware, including collection, systematization, accumulation, storage, clarification (updating, modification), use, distribution (including transfer), impersonation, blocking and destruction of personal data) of their personal data required for fulfillment of the Agreement and the current legislation.

19. Procedure for modification of the Terms and Conditions

19.1. MegaFon may revise these Terms and Conditions every six months on the first business day of April and October of each year (regular revisions). If necessary, MegaFon may amend the Terms and Conditions in an extraordinary manner (extraordinary revision).

19.2. The Parties may, by mutual written agreement, extend the scope of the new version of the Terms and Conditions to the existing Agreement concluded between them. In this case, changes made to the new version of the Terms will prevail over the terms of the earlier Agreement.

19.3. The Agreement of the Parties on application of a new version of the Terms of Procurement to the existing Agreement previously concluded by them may be executed by means of written unconditional consent (acceptance) from the Counterparty in reply to MegaFon's offer to extend to the previously concluded Agreement the validity of the Conditions in a new version.

II. SPECIAL PART

DELIVERY OF GOODS

20. Terms of Delivery of the Goods

20.1. The Counterparty shall transfer the Goods to MegaFon at the Place of Delivery and within the timeline agreed in the Agreement assuming the following specific aspects:

- 20.1.1. if the delivery period in the Agreement/Order is determined only by a period of time without specifying the initial date of calculation of the term, the period shall start on the date of MegaFon's signing of the relevant Agreement/Order, from which the delivery obligation arises;
- 20.1.2. if the delivery period in the Agreement/Order is defined by a period of time without specifying whether the delivery is to take place within that period or on the last day thereof, it shall be deemed that the delivery is to take place on the last day of the delivery period. If the last day falls on a non-working day, the next following business day shall be the delivery date;
- 20.1.3. if the delivery period is not specified in the Agreement/Order, it shall be deemed that the delivery shall be made on 95 (ninety-five) days after MegaFon's signing of the relevant Agreement/Order, from which the delivery obligation arises.

20.2. The delivery date of the Goods shall be the date when MegaFon or its authorized person signs the consignment note and (or) the act of acceptance of the Goods (if applicable), whichever is later. If the Goods are delivered in several batches, the delivery date of the Goods will be the delivery date of the last batch. The Goods batch shall mean the Goods specified in one consignment note.

20.3. If the Goods delivered under individual Orders are to be integrated subsequently into Solution, the non-compliance of the Solution as a whole with the requirements of the Agreement shall be the basis for bringing the

Counterparty to contractual liability for delay and/or non-compliance of the Goods with the Agreement, even if certain elements of the Solution (Goods and/or Software) delivered under individual Orders were accepted by MegaFon as compliant with the Agreement.

20.4. Unloading and loading works are performed taking into account the following conditions:

- a) in case of delivery of the Goods to MegaFon warehouse, unloading works in MegaFon warehouse shall be performed by MegaFon;
- б) in case of the Goods picked up by MegaFon, loading works in the place of Goods pick-up shall be performed by the Counterparty.

20.5. No later than 3 (three) business days before the expected delivery date, the Counterparty shall send to the relevant branch of MegaFon by e-mail, a notice on the planned delivery date of the Goods specified in the Agreement, containing a list of delivered Goods, information on the date of shipment and delivery of the Goods, on the number of cargo packages, the total weight and volume of the Goods, the vehicle type with indication of the driver's contacts, and send in electronic form the packing lists in Russian in Excel format of the delivered Goods that will reflect package contents, package dimensions, net weight and gross for each package and SKU, number of the package, serial numbers (if the manufacturer has one), draft consignment note in electronic form, closing documents for approval.

20.6. Early delivery and supply of Goods in several batches is permitted only with a prior written (or e-mail) consent of MegaFon.

20.7. If the Counterparty has transferred to MegaFon, in violation of the Agreement/Order, less quantity of the Goods than determined by the Agreement/Order, or in assortment not in compliance with the Agreement, MegaFon, together with the rights provided for in Articles 467, 468 of the Civil Code of the Russian Federation, as well as other provisions of the current legislation, shall have the right to:

20.7.1. refuse to accept the delivered Goods and to set a Reasonable Period for additional delivery of the missing quantity of Goods, with the right to recover penalty for delay in delivery of the whole shipment of Goods, including those not received, according to the rules of article 8 of the Conditions, if there is a delay;

20.7.2. accept the Goods and set a Reasonable Period for additional delivery of the missing quantity of Goods with the right to recover the penalty for delay in delivery of the undelivered part of the Goods according to the rules of Article 8 of the Conditions, if there is a delay.

20.8. The Goods shall be delivered with the necessary documentation provided by the manufacturer of the delivered Goods. The provided Documentation must include also information on contained precious and non-ferrous metals (if applicable)

20.9. Delivery of the Goods shall be carried out by the Counterparty with mandatory observance of the standards of payload capacity, unless otherwise agreed in the Agreement.

20.10. The Counterparty, in cases where the Equipment model contains encryption/cryptography, shall inform about it and provide information about the product code, product name, availability of notification, number of notification, information about the radio electronic equipment and record number in the register of Roscomnadzor in case the equipment is Radio Electronic Device (RED).

20.11. Conditions and procedures of the Goods replacement with equivalents

20.11.1. The Counterparty shall have the right, instead of the model of the Goods specified in the Price List, to supply a later model of the Goods (hereinafter referred to as the Equivalent) by the date of issue, if the following conditions are met at the same time:

20.11.2. Production is stopped for the model of the Goods specified in the Price List, instead of which delivery of the Equivalent is planned;

20.11.3. Equivalent has characteristics not inferior to characteristics of the model of Goods specified in the Price List;

20.11.4. Equivalent is compatible with the same equipment models with which the Product model specified in the Price List is compatible;

20.11.5. The price of the Equivalent is not higher than the price of the model of the Goods specified in the Price List;

20.11.6. The Counterparty has notified MegaFon in writing of its intention to deliver the Equivalent instead of the model of the Goods specified in the Price List at least 10 working days before the date of signing the Equivalent Purchase Order. Notice shall contain full information on Equivalent, including technical and economic information: name, codes, item numbers for all modules, components and materials of Equivalent, description up to the level of one element with indication of price per element, prices and conditions of Equivalent repair, etc. In the absence of such notice MegaFon shall have the right to suspend acceptance of Goods;

20.11.7. The Counterparty has received written confirmation from MegaFon on possibility of such replacement with Equivalent from authorized persons of MegaFon;

20.11.8. If the above-mentioned conditions are met, the Equivalent may be delivered by the Counterparty without any need to sign an addendum to the Agreement on Replacement in the Price List of the position of the obsolete model of the Goods to its Equivalent or addendum to the Order on Replacement of the Item of the Goods in the Specification;

20.11.9. If the Counterparty has not met the above-mentioned conditions under which delivery of the Equivalent is permitted, MegaFon shall have the right to refuse to sign the Order for supply of such Equivalent or to accept it with the Counterparty's contractual liability for evasion of the Order or delay in delivery of the Goods on the general grounds specified in the Agreement.

20.11.10. If non-compliance with the above-mentioned conditions for acceptance of Equivalent delivery is found after its delivery, MegaFon shall have the right to exercise its rights applicable in cases when the Counterparty delivered the Goods of inadequate quality.

21. Terms of delivery of certificate for Software Licenses and/or TS Services

21.1. If the subject matter of the Agreement/Order is to deliver a document (hereinafter - the Certificate) certifying provision by the Counterparty of services on access to Software, updates to Software, Works, results of Works and/or Services, including TS Services, the terms of this article shall apply in respect of such Agreement/Order along with other provisions of the Terms & Conditions.

21.2. Transfer of the Certificate shall mean rendering services by the Counterparty to MegaFon on access to SW, to SW updates, to Works, results of Works and/or Services, including TS Services.

21.3. The Counterparty undertakes to ensure that conditions of granting SW, updates to SW, Works, results of Works and/or Services, including TS Services comply with the Terms & Conditions and the Agreement/Order. In case the Software, updates to Software, Works, results of Works and/or Services, including TS Services, do not meet the requirements of the Terms & Conditions and/or the Agreement/Order, the services of the Counterparty certified by the transferred Certificate shall also be considered as non-compliant with the Agreement/Order.

21.4. The Counterparty undertakes to eliminate the occurred violations when granting SW, updates to SW, Works, results of Works and/or Services, including TS Services, in time, under conditions and according to procedures specified by the Terms & Conditions and/or the Agreement/Order for granting SW, updates to SW, Works, results of Works and/or Services, including TS Services.

21.5. The Counterparty is also responsible for occurred violations in the amount according to the procedures specified by the Terms & Conditions and/or the Agreement/order for granting SW, updates to SW, Works, results of Works and/or Services, including TS Services.

22. Procedure for acceptance of the Goods

22.1. The Counterparty together with the Goods shall hand over to MegaFon the following shipping documents in Russian:

- Technical certificate (manufacturer's certificate) for each item (if applicable),
- Certificate of conformity or declaration of conformity (if applicable),
- User manual (if applicable),
- Delivery notes,
- Invoice and detailed tax invoice (if applicable)
- Consignment note specifying the Counterparty and Order number
- Acceptance Certificate;
- Declaration or Certificate of Conformance for telecom devices from the Federal Communications Agency (Rossvyaz/Minsvyaz) (if applicable)
- Opinion on Fire and Explosion Safety from VNIIPO (or similar) (if applicable).

22.2. If the Goods are delivered to MegaFon's warehouse by means of the Counterparty, MegaFon shall accept the Goods according to the number of packages on the delivery day by signing the consignment note.

22.3. In case of delivery of the Goods when MegaFon picks them up itself from the Counterparty warehouse (taking out the Goods), MegaFon shall accept the Goods according to the number of packages on the day when the Goods are taken out from the Counterparty warehouse by signing the consignment note.

22.4. If after acceptance of the Equipment, which under the terms of the Order or the Agreement includes the Software, it is discovered that there are any defects in operation of such Software or its complete absence in the Equipment, it is assumed that these defects are hidden defects of the Equipment in quality. These hidden defects shall be eliminated by the Counterparty in accordance with the procedure and terms set forth in the Agreement/Order, including under the conditions of quality guarantee.

22.5. Acceptance of Goods, irrespective of delivery method (delivered to MegaFon warehouse or picking up from Counterparty warehouse), according to quantity, quality and assortment, as well as other parameters, which can be revealed only after opening of cargo packages, shall be carried out within 5 working days from the date of Goods arrival in MegaFon warehouse upon the Goods inspection after opening of cargo packages in the order provided below:

22.5.1. In presence of MegaFon's authorized representative, acceptance commission (in case MegaFon creates an acceptance commission), experts, expert organizations (in case MegaFon engages experts, expert organizations in acceptance) and the Counterparty (if the Counterparty has sent its representative to participate in acceptance) availability of shipping documents for the Goods is checked, as well as integrity of packing, the package is opened (in case the Goods are delivered in packing), the Goods are inspected for chips, cracks, external damages;

22.5.2. After external inspection of the Goods their quantity is checked by counting the goods units and comparing the received quantity to the quantity of Goods specified in the Agreement. The quantity of the Goods during acceptance shall be determined in the same measuring units as specified in the Agreement. At the same time, the actual name, assortment and completeness of the Goods shall be checked for compliance with the name, assortment and completeness of the Goods specified in the Agreement and shipping documents for the Goods;

22.5.3. Upon completion of the inspection of the Goods by quantity, name, assortment and completeness, the Parties shall sign two copies of the consignment note TORG-12 within a Reasonable Period one for each Party or, if there are any deficiencies, MegaFon shall sign and submit to the Counterparty a document indicating the list of deficiencies to be eliminated and the timeline of their elimination;

22.6. In case of detection of defects in the quality of the Goods, MegaFon shall notify the representative of the Counterparty immediately during acceptance. In case of absence of authorized representative of the Counterparty, MegaFon shall send a notice to the Counterparty on violations of the terms of the Agreement with attached supporting photographs.

22.7. In case the Counterparty does not agree with the notice on violation of terms of the agreement related to quality of the Goods, the Counterparty is obliged to confirm independently the quality of Goods with opinion of an expert, expert organization within the timeline specified in the notice and present the original of the expert opinion to MegaFon. The choice of expert, expert organization shall be made by the Counterparty and approved by MegaFon. Fees of the expert, the expert organization and also all expenses including those connected with transportation, installation / dismantling of Goods for examination shall be borne by the Counterparty.

22.8. MegaFon shall notify the Counterparty of all violations of the Agreement on quantity, assortment, quality, completeness, packaging, marking of the Goods and (or) other conditions of the Agreement. Notification on violation of the terms of the Agreement shall be made by MegaFon in writing specifying the time line for elimination of violations committed by the Counterparty. Notice shall be given to the representative of the Counterparty against a receipt or sent to the Counterparty by mail, fax, e-mail or on purpose.

22.9. The counterparty shall, within the period specified in the notice, eliminate all violations committed.

22.10. The Counterparty shall, at its own expense and by its own effort, clean up the packing and other debris generated during acceptance, installation and adjustment of the Goods, except when the delivery is carried out by picking up from the Counterparty's warehouse.

22.11. In case the Agreement provides for delivery in batches, acceptance of the Goods delivered in batches shall be confirmed by the set of consignment notes signed by the Parties upon acceptance of each delivered batch of the Goods.

22.12. MegaFon's acceptance of the Goods shall not deprive it of its right to make claims to the quantity, assortment, completeness and quality of the Goods, if defects were found after such acceptance, including during acceptance of the results of the Works on installation, adjustment and commissioning of the Goods.

22.13. Setting deadline for the Counterparty to eliminate any defects in the Goods shall not be considered as MegaFon's waiver of its right to claim penalty for delay in delivery of the Goods.

22.14. The right of ownership of the Goods, as well as the risk of accidental loss or accidental damage of the Goods shall be transferred from the Counterparty to MegaFon on the date when MegaFon signs the consignment note and (or) the certificate on acceptance of the Goods (if any), whichever is later.

23. Requirements for transportation, marking, packing and shipping of the Equipment

23.1. The Counterparty shall comply with the requirements for transportation, marking, packing and shipping of the Equipment described in Appendix No. 1 to the Terms and Conditions "Requirements for Transportation, Marking, Packing and Shipping of the Equipment."

24. Procedure for Using Pre-installed Software (PSW)

24.1. Upon delivery of the Goods containing PSW, MegaFon shall acquire from the date of delivery of the Goods the right to use such PSW in the scope provided for in this Article.

24.2. Terms of using PSW shall provide for granting to MegaFon the right to use PSW from the start date of use of PSW by MegaFon until the disposal date of the relevant Goods by MegaFon. MegaFon shall not be obliged to provide reports on PSW use to the right holder and/or the Counterparty or any other third parties.

24.3. The Counterparty grants MegaFon, together with the rights provided for in Article 1280 of the Civil Code of the Russian Federation, the right to use PSW in the following ways:

- reproduction (in whole or in part) in any form, by any method;
- use of PSW in any way as part of the Goods according to their purpose;
- making backup copies of the Software for operational needs or for purposes for which clear written permission has been obtained from the Counterparty.

24.4. In case the Goods are taken out of service, MegaFon shall have the right to reinstall PSW installed on the failed Goods to other similar Goods without additional payment.

- 24.5. The PSW license is granted for the period of validity of the exclusive right to it for use in the territory of:
- 24.5.1. Russia, as well as in the states in the territory of which MegaFon Affiliates are registered, if PSW is used separately from the Equipment where it was preinstalled at the moment of its procurement by MegaFon;
 - 24.5.2. without restrictions on territory, if PSW is used in the Equipment where it was preinstalled at the moment of its procurement by MegaFon.
- 24.6. By default, PSW is transferred to MegaFon as part of the Goods. In certain cases PSW can be transferred by the Counterparty separately from the Goods - on material (CD (DVD)) media or by electronic communication channels. In this case PSW shall be transferred within the time of delivery of the Goods otherwise it will be considered that delivery of the Goods is late.
- 24.7. PSW cost is included in the price of the Goods and is not paid separately.
- 24.8. In case of presentation to MegaFon of any claims, suits, other demands on violation by MegaFon of the rights of the third parties for PSW, the Counterparty is obliged to settle the corresponding disputes with the third parties by own efforts and at own expense. In case of presentation of the specified claims, suits, other demands the Counterparty is obliged, at MegaFon's choice and within reasonable time established to the latter, by its own efforts and at own expense:
- 24.8.1. to ensure delivery to MegaFon of PSW, which does not violate the rights of third parties; or
 - 24.8.2. to replace the Goods and/or PSW in such a way that infringement of rights to the results of intellectual activity of third parties is eliminated and the terms of use of the replaced PSW fully comply with the requirements of the Agreement.
- 24.9. The parties recognize as the Counterparty's material breach of the Agreement the circumstances when information on the rights of use of PSW, specified on PSW copies or on packing of Goods or PSW, in the attachment in packing of Goods or PSW, in PSW itself, as of date of transfer to MegaFon of the corresponding batch of the Goods contradicts the requirements of the Russian Federation law, these Terms & Conditions and/or requirements of the Agreement.
- 24.10. The provisions of this Article shall remain in force during the period of MegaFon's operation of the Goods and/or PSW regardless of the reason for termination of the Agreement.

TRANSFER OF SOFTWARE LICENSE

25. Terms of Granting SW License

- 25.1. The Software License shall be granted to MegaFon for the period of validity of the exclusive right to the Software for use in the territory of Russia, as well as the states in the territory of which MegaFon Affiliates are registered.
- 25.2. MegaFon shall be entitled to use the Software on the day when the relevant Software is handed over to it.
- 25.3. Unless otherwise stated in the Agreement or Order, the License is ordinary (non-exclusive).
- 25.4. The counterparty, together with the rights provided for in Article 1280 of the Civil Code of the Russian Federation, grants MegaFon the right to use the Software in the following ways:
- 25.4.1. reproduction (in whole or in part) in any form, by any methods, including production of copies of the Software, recording of the Software on electronic media, in computer memory without limitation on the quantity and type of equipment to which such Software can be recorded, provided that there is technical compatibility of the Equipment and Software within the limits established by the license metrics agreement and other restrictions;

25.4.2. use of the Software in any way for its intended purpose and in accordance with the purposes of conclusion of the Agreement, about which the Counterparty was aware;

25.4.3. creation of backup copies of Software for operational needs or for purposes for which written permission has been obtained from the Counterparty;

25.4.4. by other ways provided for in the Agreement.

25.5. The Counterparty hereby agrees to conclusion by MegaFon of a sublicense agreement with MegaFon's Affiliates, as well as to joint use of the Software between MegaFon and its Affiliates without the right to withdraw such consent. In case of breach of this obligation by the Counterparty, MegaFon shall have the right to demand payment of a fine in the amount of 1/3 of the value of the relevant Agreement or Order, if the Agreement is a frame Agreement, as well as damages.

25.6. If the information on the granted rights to the software or database is included in the unified register of Russian computer programs and databases, the VAT exemption established by sub-item 26, item 2, Article 149 of the Tax Code of the Russian Federation shall apply.

25.7. If the Software is transferred on a material media on the basis of the concluded license agreement, the cost of the material media is included in the license fee for use of the Software (the price of the corresponding Software License) and VAT is not taxable.

25.8. In case of termination of the Agreement or the Order providing for the Software License on the basis of Clause 17.3 of the Terms, the Counterparty shall return the license fee paid by MegaFon proportional to the remaining time of the Software use, and in case the time of the Software use is the time of the exclusive right to it - proportional to the remaining time of the Software use on the basis of the 70-year term of SW use. 70-year and actual time of Software use shall be counted from the moment when the Parties sign the Software Acceptance Certificate, and if the Software License is granted as part of the Solution implementation - from the moment when the Parties sign the Solution Acceptance Certificate.

25.9. If the Counterparty provides a quality warranty for the Software or provides a TS service in respect of this Software, the License for such Software transferred to MegaFon shall also apply to all its updates issued by the right holder during the warranty period or during the period of the TS service, respectively, within the License Restrictions and License Metrics specified in the relevant Agreement/Order.

25.10. The Counterparty shall provide MegaFon with the letter of the Software right holder by the time of signing the Agreement and/or the Order, in which the right holder confirms to MegaFon the authority of the Counterparty to execute the Agreement and/or the Order, accept payment, etc., and will assume all obligations, allowing for its personal performance of the Agreement and/or the Order in case of termination of the Counterparty's business, revocation of the Software license from the Counterparty or early termination of the contract between the right holder and the Counterparty. The Counterparty shall provide such letter in the form specified by MegaFon.

26. Procedure and time of software transfer

26.1. The counterparty shall provide the Software and/or SW activation keys to MegaFon via electronic communication channels, by transfer of material media and/or via electronic communication channels.

26.2. If the timeline of the Software transfer is not specified in the Agreement/Order, the Counterparty shall transfer the Software to MegaFon within 5 (Five) business days from MegaFon's signature date of the relevant Agreement or the Order, if the Agreement is a Frame Agreement.

26.3. The fact of Software and/or SW activation keys transfer and acceptance by MegaFon is confirmed by the Parties' signature of the Software Acceptance Certificate.

26.4. Transfer of the Software by the Counterparty via transfer of the Software Activation Key irrespective of the methods of its transfer shall be deemed to have taken place only after successful activation and/or download of the

Software by MegaFon and absence of defects in the activated/downloaded Software, even if the Parties have signed the certificate of acceptance of the Software Activation Key.

26.5. To the extent that the subject of the agreement with the Counterparty is providing the Software license or rendering services in providing access to SW by means of transfer of the Key of activation of software, providing the Activation Key transfer, certificate/subscription/other form of transferring SW access right), MegaFon has the right to suspend payment of license fees in the following cases:

- a) it is impossible to activate/download SW using the transferred SW Activation Key
- b) such SW does not comply with the terms of the Agreement/Order irrespective of the time when it was discovered and actual acceptance
- b) non-operability of such SW that is not through the fault of MegaFon
- r) SW does not meet the goals that were intended by MegaFon, when the Agreement was signed.

In case the defects described in this Clause are not eliminated/can not be eliminated, MegaFon shall have the right to demand within a reasonable period of time payment of the penalty, refund of the paid moneys as well as termination of the Agreement and compensation of damages under the rules stipulated in Article 8 of the Terms and Conditions.

27. Software Acceptance Procedure

27.1. At the same time as the Software is transferred, the counterparty shall send to MegaFon two copies of the Software Acceptance Certificate signed on its part.

27.2. Within a reasonable period after the Software transfer in the manner stipulated by the Agreement and receipt from the Counterparty of copies of the Software acceptance certificate, MegaFon shall sign the Software acceptance certificate or a motivated refusal to sign it with indication of the list of defects to be eliminated.

27.3. MegaFon's acceptance of the Software and its License does not deprive it of the right to claim the quantity and quality of the Software, if defects were detected after such acceptance, including during acceptance of the results of the Works on Software Installation, Setup and Adjustment.

27.4. If necessary, in order to clarify the list of defects that served as the basis for refusal to sign the Software Acceptance Certificate, the Parties may draw up a bilateral report with a list of necessary modifications and timeline of their implementation. Unless otherwise agreed by the Parties, the defects identified when signing the Software Acceptance Certificate shall be eliminated by the Counterparty within 10 (ten) working days from the date of receipt of the motivated refusal by the Counterparty.

27.5. The counterparty shall be deemed to have fulfilled the obligation to transfer the Software from the date when MegaFon signed the Software Acceptance Certificate.

PERFORMANCE OF WORKS

28. Conditions and timeline for performance of Works

28.1. The Counterparty undertakes to perform the Works within the time, in the manner and under the conditions specified in the Agreement.

28.2. Unless otherwise specified in the Agreement/Order, the date of commencement of the Works shall be the date, when MegaFon signs the relevant Agreement/Order that creates the contracting obligation.

28.3. Unless otherwise specified in the Agreement, the materials and equipment required to perform the Works shall be provided by the Counterparty. The list of materials and equipment or requirements to them may be set forth by the Parties in the Agreement.

28.4. In cases where the Agreement provides for transfer of materials to MegaFon for performance of the Works (MegaFon's means) or in cases when the Works are performed with respect to MegaFon's Equipment, including installation, commissioning, adjustment of the Equipment, MegaFon shall transfer to the Counterparty the relevant

materials and (or) Equipment or provide the Counterparty with access to them within the time stipulated in the Agreement. The transfer by MegaFon of materials and/or Equipment to the Counterparty may be recorded in the consignment note for release of materials.

28.5. The Equipment provided by MegaFon shall be returned by the Counterparty when the result of the Works is transferred to MegaFon.

28.6. The risk of accidental death or accidental damage to materials and equipment shall be borne by the Party providing them.

28.7. The Counterparty shall have the right to involve other persons (subcontractors) in the Works subject to prior MegaFon's approval of the subcontractor. At the same time, the Counterparty shall establish in the contract between the subcontractor the obligations of the latter to comply with the requirements on confidentiality of information in the scope not less than stipulated in the Agreement with MegaFon. This notice shall contain the name of the subcontractor involved, the date of its registration and the name of the Works for which it is engaged. MegaFon shall, within 7 (seven) days from the date of receipt of such notice, have the right to reasonably refuse the Counterparty's engagement of a subcontractor, in particular in cases where there are reasonable suspicions of insufficient qualification or experience of the subcontractor engaged or if the subcontractor engaged has repeatedly violated its contractual obligations to MegaFon under contracts previously executed with it.

28.8. The Counterparty shall be responsible to MegaFon for the proper performance of the Work for which the subcontractors have been engaged, for the proper result of this Work and for compliance of the subcontractors with the confidentiality regime of all information that has become known to the subcontractors during the period of the Work.

28.9. The quality of the result of the Works shall comply with the requirements of the Agreement, the purposes of the Works performed, as well as the mandatory requirements established by the current legislation of the Russian Federation.

28.10. In cases where the Agreement provides for distribution of areas of responsibility between MegaFon and the Counterparty for performance of the Works, the Counterparty shall be responsible within the limits set forth by such distribution. The Works, which clearly do not belong to MegaFon's area of responsibility, belong to the area of responsibility of the Counterparty.

28.11. In accordance with Article 359, 360, 712, item 2 of Article 719 of the Civil Code of the Russian Federation the Counterparty shall not have the right to hold the results of the Works.

28.12. MegaFon undertakes to assist the Counterparty in carrying out the Work in the cases, to the extent and in the manner stipulated in the Agreement.

28.13. The Counterparty has the right not to start the Work, and to suspend already performed Works in cases when violation by MegaFon of its obligations under the Agreement, in particular, failure to provide material, Equipment, technical documentation or any thing that is subject to processing, as well as failure to render assistance to the Counterparty in performance of Work in scope and according to the procedures specified by the Agreement, hampers performance of the Agreement by the Counterparty. If the above-mentioned breach of the Agreement by MegaFon lasts more than three months, but not less than the term of performance of the Works, the Counterparty shall have the right unilaterally to refuse to perform the Agreement/Order as regards performance of the above-mentioned Works, with the right to claim compensation for the cost of its actually performed work and accepted by MegaFon on the date of early termination of the Order/Agreement, but without the right to claim damages as a result of such repudiation of the Order/Agreement.

28.14. Ownership of the result of the Works, as well as the risk of accidental death or accidental damage of the result of the Works shall be transferred from the Counterparty to MegaFon on the date when MegaFon signs the certificate of acceptance of the performed Works.

28.15. All Works performed by the Counterparty (third party engaged by the Counterparty) related to increased hazard shall be performed in accordance with the requirements (including but not limited to):

- Rules on labor safety during operation of electrical installations;
- Rules on labor safety during operation at high elevation;
- Rules on labor safety at central and base stations of radio telephone communication (POT RO-45-008-97);
- Rules on labor safety during operations on radio relay communication lines (POT RO-45-010-2002);
- other regulatory and legal documents containing the relevant requirements.

Works performed at high elevation on antennas and towers, antennas & feeders, roofs of buildings and structures, in the premises of base stations shall be performed only according to the access permit for works at high elevation, with a record in the register of Works based on access permit. The counterparty is obliged to independently issue the work permit to the employees and to keep a register of the Works based on access permit.

Works in operating electric installations have to be carried out according to the work permit, based on the order, in course of current operation based on the list approved by the head of the organization according to requirements of labor safety rules for electric installations operation, with an entry in the Works registration log based on access permits and orders on working at electric installations.

The counterparty is obliged to independently issue work permits to its employees and to keep a register of Works and instructions and operational journal.

In order to obtain permission to carry out the Works by the seconded personnel at MegaFon's facilities, the Counterparty shall send a cover letter specifying the purpose and terms of the secondment, a list of the seconded employees, specifying the persons entitled to issue permits and orders, having the right to be responsible managers of the Works, producers of the Works, observers and members of the team with confirmation of the qualification groups of these employees on electrical safety and safety of works at high elevation. The specified persons shall have certificates of the established format: on verification of their knowledge of the rules of work at electrical installations with a mark about the qualification group assigned by the commission of the seconding organization; certificate of permit for working at high elevation.

The Seconding Organization (Counterparty) shall provide an extract from the order on granting these persons the rights of operational and repair personnel to perform the Works in MegaFon's electrical installations.

On arrival at the site of the mission, the seconded personnel shall be required to participate in a safety briefing and initial on-the-job training. The instructions shall be recorded in the instruction logs with the signatures of the seconded employees and the MegaFon employee conducting the instruction.

Granting to the seconded employees the right of access to the existing facilities in the capacity of permit issuers, responsible managers, producers of Works, observers, team members shall be executed in the form of resolution inscribed by the head of MegaFon's division on the letter of the seconding organization or written instruction of MegaFon.

The Seconding organization (Counterparty) shall be responsible for compliance of qualification groups, rights and qualifications assigned to the seconded employees, as well as for their observance of the requirements of labor safety rules during operation of electrical installations and labor safety rules during operation at high elevation.

In case of involvement of third parties for performance of Works under the Agreement, the Counterparty shall bear full responsibility for their compliance with the requirements of regulatory acts of the Russian Federation in the field of labor protection. The counterparty is obliged to check with the third parties engaged by it availability of all necessary certificates, briefings, trainings, permits, clothing and proper tools necessary for performance of the Works.

In case of accidents occurring at the facilities during performance of the Works, the Counterparty shall immediately notify the authorized government agencies in accordance with the legislation and inform MegaFon for joint investigation and appointment of the joint accident investigation commission.

29. Procedure for transfer and acceptance of Works

29.1. Within 5 (five) working days upon completion of the Works, the Counterparty shall inform MegaFon in writing of the readiness of the Work result for transfer, as well as send signed two copies of the certificate of acceptance of the performed Works.

29.2. Within 5 (five) business days from the date of receipt of the relevant notification of the Counterparty, MegaFon, with participation of the Counterparty, shall examine the results of the Works for absence of obvious deviations to the requirements of the Agreement.

29.3. Within 5 (five) working days from the date of the inspection MegaFon shall sign the certificate of acceptance of the performed Works or draw up a motivated refusal to sign it with indication of the list of defects to be eliminated.

29.4. If necessary, in order to clarify the list of defects found during the acceptance of the Works, the Parties may draw up a two-sided report with a list of necessary modifications and dates for their execution. Unless otherwise agreed by the Parties, defects identified during inspection of the results of the Works shall be eliminated by the Counterparty within a Reasonable Period from the date of receipt by the Counterparty of the motivated refusal.

29.5. In case of performance of the Works using MegaFon's materials when accepting the Works, the Counterparty shall submit to MegaFon a report on the use of the materials transferred by MegaFon, which is an integral part of the certificate of acceptance of the performed Works.

29.6. Upon acceptance of the Works, MegaFon shall not be deprived of the right to refer to defects of the Works which could not be established by the normal method of acceptance (concealed defects).

29.7. In case of detection of concealed defects after acceptance of the Works, the Counterparty shall, within 5 (five) working days after receipt of notification of the defects, send an authorized representative for inspection and preparation of the defect certificate.

29.8. If the Counterparty evades inspection or signing of a defect certificate, MegaFon shall send to it the signed certificate. In this case, MegaFon shall have the right to organize an independent quality assessment and to pay for the services of an independent expert.

29.9. In case MegaFon evades acceptance of the performed works, the Counterparty shall not have the right to sell the result of the Works to third parties on the basis of and in accordance with Clause 6 of Article 720 of the Civil Code of the Russian Federation.

29.10. The Counterparty shall, at MegaFon's request, reimburse the cost of independent expertise within 5 (five) business days of receipt of its results. The exception is when the examination has determined that there are no violations of the Agreement by the Counterparty.

30. Intellectual Property Rights Created under the Agreement

30.1. Exclusive right to computer programs, databases or other works, as well as the results of their modification (upgrades), new functionality, etc. created as a result of the Works shall be owned by MegaFon, if the subject of such Works is development of a computer program, database or other work, their modification (upgrades), creation of new functionality, etc. The Counterparty shall in this case, together with the newly created computer program, database or other work, transfer to MegaFon the source code, as well as other accessories necessary for MegaFon to exercise its exclusive right.

30.2 The exclusive right to a computer program, database or other work created in the performance of the Agreement, which did not expressly provide for creation of such work, shall belong to the Counterparty. At the same time, MegaFon may use the created work for the purposes for which the relevant Agreement was signed on the terms

of an ordinary (non-exclusive) license in the manner specified in these Terms and Conditions for use of the Software during the entire term of the exclusive right. MegaFon shall have the right to transfer to third parties licenses to use the specified computer program, database or other work created during performance of the Agreement without obtaining any consent from the Counterparty. The price of use of the Work is included in the price of the Works under the Agreement, and payment of any additional remuneration for use of the Work shall not be made. When the Counterparty transfers the exclusive right to work to another person, MegaFon retains the right to use the work.

PROVISION OF SERVICES

31. Terms and Conditions of the Services

31.1. Unless otherwise stated in this Clause and/or the Agreement, the provisions of these Terms and Conditions relating to performance of Works shall apply to the relations for provision of Services by the Counterparty in so far as they are not contrary to the terms and conditions of this article.

31.2. MegaFon may refuse to perform the Services Agreement, and MegaFon shall pay to the Counterparty the actual expenses incurred, documented and justified.

31.3. The Counterparty shall have the right to refuse to perform the Services Agreement, and the Counterparty shall pay to MegaFon the amount of 1/3 of the cost of the Services that have not been provided by the Counterparty and compensate for other losses incurred by MegaFon as a result of termination of the Agreement in the part not covered by the specified amount. Losses within the meaning of this clause shall mean, in particular, MegaFon's expenses to find and attract another counterparty, as well as the difference in value between the price of a newly concluded contract with a new counterparty and the terminated Agreement with the Counterparty.

32. Terms and Conditions of TS Services

32.1. Unless otherwise stated in this Clause and/or the Agreement, the provisions of these Terms and Conditions for Provision of Services shall apply to the relationship of the Counterparty's provision of the TS Services in so far as it is not contrary to the terms and conditions of this article.

32.2. The Counterparty undertakes to provide the TS Services in accordance with the terms and conditions of technical support to be approved by the Parties in the relevant TS Services Agreement.

32.3. Unless otherwise specified in the Agreement, the TS Services shall be provided for a period of one year from the effective date of the Agreement.

32.4. If there are no technical support terms and conditions approved by the Parties in the Agreement, the Counterparty undertakes to provide the TS Services under the terms and conditions stipulated in this Article, but in any case not worse than the terms and conditions stipulated under the quality warranty for the relevant Products.

32.5. Price of TS Services shall include the cost of providing new SW versions and SW updates, including updates of SW functionality.

32.6. Interaction of technical specialists in course of TS Services shall be in Russian.

32.7. Acceptance of TS Services shall be carried out on a monthly basis by signing the certificate of acceptance of TS Services for the reporting month in accordance with the procedure provided for in this article.

32.8. The counterparty shall provide the certificate of acceptance of the TS Services, invoice and detailed tax invoice (if applicable) on the last working day of the current month. MegaFon is obliged to sign a certificate of acceptance of TS Services within 10 (ten) business days from the date of receipt or to draw up a motivated refusal to sign it.

32.9. Payment of TS Services shall be made monthly in the amount of 1/12 of the annual price for technical support on the next Payment Day after expiration of 30 (thirty) days calculated from the date when the Parties signed the original certificate of acceptance of TS Services for the paid period, provided that the Counterparty presented the invoice and detailed tax invoice (if applicable) in a timely manner.

32.10. MegaFon shall have the right, in accordance with Article 3 of the Terms and Conditions, to place Orders for TS Services on the terms and conditions stipulated in the Agreement, including the price, within 7 years from the signature date of the Agreement and/or the Order for purchase of Technological Products without limitation on the number of such Orders. The Counterparty's avoidance of entering into an Order for TS Services in violation of this Clause shall be considered as the Counterparty's unfair conduct of negotiations on Order execution, in which case MegaFon shall have the right to exercise the rights provided for in Section 3 of the Terms and Conditions.

SOLUTION IMPLEMENTATION

33. Terms of Solution Implementation

33.1. The rules of this Article shall apply to the Agreement/Order, the subject of which is implementation of the Solution.

33.2. Deliveries of individual Products (Goods/Software/Works/Services) required for Solution implementation shall be recognized as separate stages of Solution implementation, and delivery timeline of such Products shall be recognized as interim dates of Solution implementation.

33.3. In the event of the Counterparty's material breach of the implementation dates of the Solution or the dates of elimination of defects in the Solution, MegaFon shall have the right unilaterally out-of-court to refuse the Solution as a whole or in part, as well as to demand payment of the penalty in the amount of 1/3 (one third) of the price of the Solution or part of the Solution in respect of which the refusal is made, refund of moneys paid by MegaFon for the Solution or part of the Solution in respect of which the refusal is made, and compensation for losses not covered by the penalty amount. MegaFon shall be entitled to exercise these rights regardless of the fact that certain elements or stages of the Solution (delivery of Goods/transfer of Software/performance of Works, etc.) were previously accepted by MegaFon without comments and/or paid by MegaFon under separately concluded Orders to the Agreement or Agreements.

33.4. In case the Solution is subject to performance by the Counterparty together with other persons (hereinafter - Subcontractors), with whom MegaFon has entered into separate direct agreements for performance of this Solution, the losses for the purposes of clause 32.3 of the Terms and Conditions to be reimbursed by the Counterparty to MegaFon as a result of the latter's execution of the right to refuse the Solution in whole or in part, shall mean, among other things, the amount paid by MegaFon to the said Subcontractors due to MegaFon's early termination of agreements with these Subcontractors.

34. Procedure of Solution Acceptance

34.1. The Solution as a whole shall be accepted by signing the certificate of acceptance of the Solution by the Parties.

34.2. Acceptance of the Solution and its individual stages shall be carried out according to the rules of these Conditions, taking into account the specific provisions of this article.

34.3. Acceptance of the Solution shall be carried out within the timeline and in accordance with the procedure stipulated in Article 28 of the Terms and Conditions based on the results of acceptance of delivery tests, if such tests are provided for in the Agreement/Order.

SECURITY OF THE AGREEMENT

35. Security for obligations

35.1. The terms of this Article shall apply to the Agreement only if the Counterparty is obliged by the Agreement to provide security for performance of its contractual obligations in the form of an independent/bank guarantee (hereinafter the Guarantee) and if a special clause is made in the Agreement on application of this Article to the Agreement.

35.2. The Guarantee shall be deemed to have been properly issued if it simultaneously meets the following requirements:

35.2.1. the Guarantee complies with the form and requirements set forth in Appendix No. 2 "MegaFon Approved Form of Independent/Bank Guarantee and Requirements" of the Terms and Conditions.

35.2.2. the Guarantee shall expire after 91 (ninety-one) days following the expiration of the term of performance secured by the Guarantee;

35.2.3. the Guarantee shall be irrevocable, unconditional, payable at the first request of MegaFon within the amount agreed by the Parties;

35.2.4. the person acting as the Guarantor shall be previously agreed by the Parties.

35.3. The Guarantee shall be provided by the Counterparty to MegaFon within ten working days from the date of signing of the Agreement or the Order secured by the Guarantee by the Parties.

35.4. The currency of the Guarantee shall correspond to the currency of the Agreement or Order secured by such Guarantee.

35.5. If the amount of the Guarantee is denominated in foreign currency and payment shall be made in rubles, payment in rubles under the Guarantee shall be made at the official rate of such foreign currency to the ruble established by the Central Bank of Russia on the date of the corresponding payment.

35.6. If, by agreement of the Parties, the Guarantee has been issued for a period less than the term of the obligation extended by 91 days (Clause 34.2.2), the Counterparty shall maintain the Guarantee in force for the entire period specified in Clause 34.2.2. by extending the existing Guarantee or issuing a new Guarantee on the same terms and conditions as the previous one, not later than 10 (ten) business days prior to the expiration of the extended or replaced Warranty.

Failure by the Counterparty to promptly extend the Guarantee or issue a new Guarantee shall entitle MegaFon to make a claim for payment under the existing but expiring Guarantee, whether or not the Contractor's obligation has expired. At the same time, the amount received by MegaFon as a result of the Guarantor's submission of a payment claim under the existing but expiring Guarantee shall be recognized as the amount of the security payment (Article 381.1 of the Civil Code of the Russian Federation), which ensures fulfillment by the Counterparty of all its obligations under this Agreement. The right provided for in this paragraph shall not prevent MegaFon from suspending any payments under the Guarantee-secured Agreement or Order until money is received from the Guarantor as a security payment on the grounds provided for in this paragraph or the Counterparty performs the obligation to extend/re-issue the Guarantee.

35.7. Together with each Guarantee, the Counterparty shall provide to MegaFon copies of the documents, certified by the Guarantor or notarized, that confirm the powers of the persons who signed the Guarantee.

35.8. The cost of issuing the Guarantee and any extensions/changes thereof shall be borne by the Counterparty.

35.9. MegaFon shall have the right to verify the validity of the Guarantee, including by sending a request to the Guarantor issuing it to confirm that the Guarantee has been issued.

Appendices

36. Annexes:

36.1. Annex No. 1 "Requirements to transportation, marking, packaging and shipping of Equipment";

36.2. Annex No. 2 "MegaFon's approved form of independent/bank guarantee and requirements to it";

36.3. Annex No. 3 "Information on foreign organization and foreign citizens (persons without citizenship) engaged by the Counterparty";

36.4. Annex No.4 "Requirements of MegaFon PJSC on Cyber Security and Information Security".

Annex No. 1
to Agreement Terms & Conditions of MegaFon PJSC, version 8.2020

Requirements to transportation, marking, packing and shipping of the Equipment

1 Shipping documentation requirements:

1.1 Each cargo shall be accompanied by a packing list in two copies: one outside the package with shipping documents and the other inside it, indicating all packages and articles contained therein, net and gross weight, volume of each package in cubic metres, manufacturer's part number, serial number and, in case of a kit, the main device number of the kit. (Non-serial consumables such as connectors, cable and others may not have a serial number.) If the packing list consists of two (2) or more sheets, the bottom of each page shall be marked "CONTINUED ON THE NEXT PAGE."

1.2 The Counterparty, and in case of pick-up the Forwarding Agent, 3 (three) days before the date of actual shipment of the Equipment, shall send to MegaFon by e-mail copies of consignment notes (g. Consignment note, CMR, air bill, etc.)

1.3 The counterparty shall send the following documents to MegaFon by e-mail immediately after completion of the production:

- packing lists.
- an Excel file containing the following information:

Package number	Name of equipment	Manufacturer Part Number	Serial number	Quantity

The Equipment shall be supplied complete with the necessary technical documentation in Russian provided by the manufacturer of the supplied Equipment.

2 Requirements for Inspection during Packing:

2.1 MegaFon reserves the right to perform inspections during packing of part and all Equipment. The process of preparation for shipment may also be subject to inspection at the Counterparty's site prior to commencement of shipment.

3 Transportation and Delivery Requirements:

3.1 No later than 5 (five) business days prior to the scheduled date of shipment, the Counterparty shall contact MegaFon and obtain permission to proceed with transportation. The request shall be submitted in electronic form and shall contain information on the time of shipment/delivery, the quantity of cargo, the type and quantity of vehicles, the quantity of cargo in kilograms, the number of packages, the size and the list of all shipping documents.

3.2 The Counterparty must ensure correctness of filling of transport shipping / transportation documents according to shipping instructions of MegaFon.

3.3 In case of delivery of the Equipment in containers that are owned or rented by the Counterparty or Shipper, the Counterparty shall be obliged independently and at its own expense within 1 (one) business day or (any other period previously agreed with MegaFon) from the container unloading to ensure their removal from the territory of the consignee for further transfer to the owner or its representative. The container/vehicle shall be cleaned after unloading in MegaFon's warehouse by the Counterparty, and in case of pick-up by the Forwarding Agent.

3.4 If the Equipment is returned to the Counterparty for any reason not through MegaFon's fault, the Counterparty shall bear all costs for its return transportation.

3.5 Regardless of the type of cargo to be transported, it shall be adapted for loading/unloading by forklift and transportation.

4 Packaging requirements:

4.1 The Counterparty shall properly pack the Equipment to prevent its damage during transportation to the final destination. The cost of packing and packing material is included in the price of the Equipment. The Equipment shall be shipped to MegaFon in a package conforming to the specifications for a particular type of such Equipment. The packing shall prevent any unauthorized opening with further restoration of the packing.

4.2 The Counterparty shall be liable to MegaFon for damage and/or loss of the Equipment due to poor quality and/or improper packaging until the Parties sign a certificate on transfer of the Equipment.

4.3 Each piece of Equipment shall be delivered in individual boxed package with mandatory marking in the form of a label with QR-code or bar code indicating the name, quantity and type of Equipment in this package, as well as its serial and manufacturer's part numbers. The individual package shall also have a label with QR-code or bar code indicating the name, quantity and type of Equipment in the package, as well as its serial and manufacturer's part numbers.

4.4 If it is not possible to pack each piece of equipment in a separate package, the equipment is supplied complete in the same package, and the package must be marked with a label bearing a QR-code or barcode, indicating the name of each item of the Equipment item in the package, the number of the main device of the complete set, serial numbers, manufacturer's parts numbers. If the set includes equipment that does not have serial numbers, the QR code or bar code for these equipment shall contain manufacturer's part numbers and product codes for the equipment. The counterparty shall also provide MegaFon with a complete description of the QR code mask.

4.5 The Counterparty shall oblige the intermediary (carrier, 3PL operator) not to cover the labels indicating the quantity of the Equipment in this package and its serial numbers with its own marking.

4.6 The boxes placed on the pallet shall be placed so that the details (sticker) of the name, serial number and quantity of pieces in the box are / is available for visual inspection.

4.7 The height of the supplied packaged Equipment on the pallet shall comply with the manufacturer's standards.

4.8 The pallet shall be wrapped in the transparent stretch film with a packing list attached.

4.9 The pallet shall be equipped with an inclination sensor and/or an impact sensor if necessary for the carriage of certain equipment.

4.10 In case of delivery of the Equipment under the corresponding Order in several batches, each delivery shall be documented by a separate delivery note. Packing of the delivered Equipment shall allow to identify the Equipment belonging to a specific consignment note and Order. Equipment belonging to different consignment notes or to different Orders can not be packed together.

4.11 These packing instructions may be supplemented in the Order and/or Agreement by a specification for a particular type of Equipment attached to the Order and/or Agreement. The counterparty shall comply with the requirements set forth in these documents.

4.12 All packing materials shall become the property of MegaFon from the date of their receipt to MegaFon, unless otherwise stipulated in the Agreement.

4.13 Hazardous materials shall be put into separate packages, packed, and transported according to the rules and regulations governing the transportation of such materials which are in force at the time of transportation. The Counterparty shall send to MegaFon at least the following documents seven days before shipment:

- a certified materials safety data sheet (MSDS) for each product; and
- a signed Hazardous Materials Declaration.

5 Marking requirements:

5.1 Marking of the supplied Equipment shall correspond to marking of the manufacturer. The marking shall be applied in accordance with the rules adopted by the Counterparty. The counterparty shall be responsible for compliance of the marking with the requirements of the customs authorities of the Russian Federation (if applicable). Until signing of the Equipment Transfer Document, the Counterparty shall be liable for losses and/or damage to the Equipment due to incorrect marking.

5.2 The package of the Equipment shall be marked with QR-code and barcode containing information on serial number, manufacturer's part number for all components of the Equipment contained in the package, the individual

package shall have similar marking, and in case of complete set of equipment the number of the main device. The Counterparty shall provide MegaFon with a full up-to-date description of QR code formats and Equipment barcodes.

5.3 Transport markings (main, additional, information signs and manipulation signs) shall be applied by the Counterparty to metal, plastic and other labels or directly to tare in accordance with the requirements of the current GOST.

5.4 If the shipment contains several packages, each package shall be numbered, and the total number of packages shall be indicated.

5.5 Transport marking for the supplied Equipment within the Russian Federation may be made only in Russian language and shall contain the information specified in the sample form of transport marking specified below.

5.6 If stacking of cargo units is not allowed, the appropriate note shall be made.

5.7 The cable shall be marked with line marks, the edge of the cable shall be visually accessible, when several pieces are wound on one drum, the relevant information on the drum shall be available. In all other respects, during marking, packing, transportation and storage of cable products, the Counterparty shall be governed by approved GOST.

6 Storage requirements:

6.1 The following storage conditions shall be defined for all Equipment:

- outdoor storage
- outdoor storage but under shelter;
- storage in a closed storage room
- indoor storage in controlled environment.

6.2 Transportation labeling form:

Agreement No.:

ORDER No:

Place No.:

Net weight (kg):

Gross weight (kg):

Dimensions:

Length (cm):

Width (cm):

Height (cm):

Storage conditions:

Sender:

Country of origin:

6.3 Sample of graphic marking on packing:

DOUBLE ARROWS



GLASS



CHAIN

DANGEROUS CARGO



to Agreement Terms & Conditions of MegaFon PJSC, version 8.2020

MegaFon's approved independent/bank guarantee form and requirements

НЕЗАВИСИМАЯ/БАНКОВСКАЯ ГАРАНТИЯ № ///	GUARANTEE No. ///
г. Москва дата выдачи Гарантии: _____ 20__ г.	Moscow date of issue of the Guarantee: _____, 20__
_____, адрес: _____, именуемое в дальнейшем « Гарант », в лице _____, действующего на основании _____, по просьбе _____, адрес: _____, именуемого в дальнейшем « Принципал », выдает настоящую гарантию (далее – «Гарантия») в пользу Публичного акционерного общества «МегаФон» (ИНН 7812014560, ОГРН 1027809169585, адрес: 127006, Москва, Оружейный переулок, д. 41), именуемого в дальнейшем « Бенефициар », в качестве обеспечения исполнения Принципалом обязательств по Договору _____ № _____ от _____ (далее – «Договор»).	_____, address: _____, hereinafter referred to as the “ Guarantor ”, represented by _____, acting on the basis of _____, at the request of _____, address: _____, hereinafter referred to as the “ Principal ”, issues this guarantee (the “ Guarantee ”) in favor of Public Joint Stock Company "MegaFon" (TIN 7812014560, OGRN 1027809169585, address: 127006, Moscow, Oruzheyny pereulok, 41), hereinafter referred to as the “ Beneficiary ”, as ensuring the fulfillment by the Principal of its obligations under Contract _____ No. _____ dated _____ (hereinafter referred to as the “ Contract ”).
1. Сумма настоящей Гарантии составляет _____ (_____ и 00/100) рублей (далее – « Сумма гарантии »).	1. The amount of this Guarantee is RUB _____ (RUB _____ and 00/100) (hereinafter – the “ Guarantee amount ”).
2. Гарант обязуется по письменному требованию Бенефициара (далее – « Требование ») уплатить денежную сумму или суммы, указанные в Требовании, в соответствии с условиями настоящей Гарантии.	2. The Guarantor undertakes to pay to the Beneficiary any amount or amounts indicated by the Beneficiary in its demand for payment (hereinafter referred to as the “ Demand ”), in accordance with the terms of this Guarantee .
<ul style="list-style-type: none"> В Требовании Бенефициар должен указать на обстоятельства, наступление которых влечет выплату по настоящей Гарантии, а также реквизиты счета Бенефициара, на который Гарант должен перечислить указанную Бенефициаром сумму. Бенефициар не обязан доказывать Гаранту факт неисполнения или частичного неисполнения Принципалом своих обязательств по Договору. 	<ul style="list-style-type: none"> In the Demand the Beneficiary must indicate the circumstances, the occurrence of which entails payment under this Guarantee, as well as the details of the Beneficiary's account, to which the Guarantor must transfer the amount specified by the Beneficiary. The Beneficiary is not obliged to prove to the Guarantor the fact of non-performance or partial non-performance by the Principal of its obligations under the Contract.
<ul style="list-style-type: none"> Требование Бенефициара должно быть подписано уполномоченным лицом Бенефициара. 	<ul style="list-style-type: none"> The Beneficiary's authorized representative must sign the Beneficiary's Demand.
<ul style="list-style-type: none"> Требование по настоящей Гарантии должно содержать ссылку на номер и дату настоящей Гарантии. 	<ul style="list-style-type: none"> The Demand under this Guarantee shall contain a reference to the number and date of this Guarantee.
Для получения платежа по Гарантии Бенефициар одновременно с Требованием предоставляет Гаранту документы,	In order to receive payment under the Guarantee, the Beneficiary concurrently with the Demand provides the Guarantor with documents

<p>подтверждающие полномочия лица, подписавшего Требование, а именно:</p>	<p>confirming the authority of the person who signed the Demand, namely:</p>
<p>а) если Требование подписано единоличным исполнительным органом Бенефициара, то Гаранту предоставляются:</p>	<p>a) if the Demand is signed by the sole executive body of the Beneficiary, the Guarantor shall be provided with:</p>
<p>- заверенная Бенефициаром копия документа, на основании которого единоличный исполнительный орган Бенефициара осуществляет свои полномочия (протокол об избрании либо иной документ в соответствии с законодательством и учредительными документами Бенефициара);</p>	<p>- a copy of the document certified by the Beneficiary, on the basis of which the sole executive body of the Beneficiary exercises its power (protocol of election or other document in accordance with the legislation and constituent documents of the Beneficiary).</p>
<p>б) если Требование подписано представителем Бенефициара по доверенности, то Гаранту предоставляются:</p>	<p>b) if the Demand is signed by the representative of the Beneficiary by the power of attorney, the Guarantor shall be provided with:</p>
<p>- заверенная Бенефициаром копия доверенности, выданной от имени Бенефициара лицу, подписавшему Требование (далее – «Доверенность»);</p>	<p>- certified by the Beneficiary copy of the power of attorney issued on behalf of the Beneficiary to the person who signed the Demand (hereinafter referred to as the "Power of Attorney");</p>
<p>- заверенная Бенефициаром копия документа, на основании которого лицо, выдавшее Доверенность от имени Бенефициара, осуществляло свои полномочия на дату выдачи Доверенности (Протокол об избрании, либо иной документ в соответствии с законодательством и учредительными документами Бенефициара).</p>	<p>- a copy of the document certified by the Beneficiary on the basis of which the person who issued the Power of Attorney on behalf of the Beneficiary exercised its power on the date of issue of the Power of Attorney (the Protocol of Election or other document in accordance with the legislation and constituent documents of the Beneficiary).</p>
<p>3. Обязательство Гаранта перед Бенефициаром уменьшается по мере исполнения Гарантом своих обязательств по настоящей Гарантии, на сумму платежей, осуществленных в пользу Бенефициара. Ответственность Гаранта за невыполнение или ненадлежащее выполнение обязательств по Гарантии перед Бенефициаром не ограничена Суммой гарантии.</p>	<p>3. The Guarantor's obligation to the Beneficiary decreases as the Guarantor performs its obligations under this Guarantee, for the amount of payments made in favor of the Beneficiary. Guarantor's liability for non-performance or improper performance of its obligations under the Guarantee is not limited by the Guarantee amount.</p>
<p>В случае неисполнения или ненадлежащего исполнения Гарантом обязательств по настоящей Гарантии, Гарант обязуется выплатить Бенефициару неустойку в размере 0,1 (Ноль целых одна десятая) процента от денежной суммы, подлежащей уплате, за каждый календарный день просрочки.</p>	<p>In the event of non-performance or improper performance by the Guarantor of obligations under this Guarantee, the Guarantor undertakes to pay the Beneficiary a penalty of 0,1 (one-tenth) percent of the amount payable for each calendar day of delay.</p>

<p>Права по настоящей Гарантии могут быть уступлены Бенефициаром иному лицу с письменным уведомлением Гаранта о такой уступке.</p>	<p>The Beneficiary's rights under this Guarantee may be assigned by the Beneficiary to any third party with the Guarantor's written notification.</p>
<p>Гарантия не может быть отозвана или изменена Гарантом без предварительного письменного согласия Бенефициара.</p>	<p>The Guarantee can not be withdrawn or changed by the Guarantor without the prior written consent of the Beneficiary.</p>
<p>Гарант не вправе уступать права и передавать обязанности по настоящей Гарантии другому лицу без письменного согласия Бенефициара.</p>	<p>The Guarantor has no right to assign the rights and transfer the obligations under this Guarantee to another person without the written consent of the Beneficiary.</p>
<p>Никакие изменения и дополнения, вносимые в Договор, не освобождают Гаранта от обязательств по настоящей Гарантии.</p>	<p>Any amendments and additions made to the Agreement shall not release the Guarantor from its obligations under this Guarantee.</p>
<p>4. Гарант обязан произвести платеж по Гарантии в течение 3 (Трех) рабочих дней с даты получения Требования Бенефициара независимо от возражений Принципала. В случае отказа в платеже, Гарант направляет мотивированный отказ Бенефициару в течение 3 (Трех) рабочих дней с даты получения Требования Бенефициара. Гарант не вправе выдвигать против Бенефициара возражения, вытекающие из обеспечиваемого обязательства и из Договора.</p>	<p>4. The Guarantor is obliged to make payment under the Guarantee within 3 (Three) business days from the date of receipt of the Beneficiary's Demand regardless of any objections of the Principal. In case of refusal to pay, the Guarantor sends a motivated refusal to the Beneficiary within 3 (Three) business days from the date of receipt of the Beneficiary's Demand. The Guarantor may not raise against the Beneficiary any objections arising from the guaranteed obligation and from the Contract.</p>
<p>5. Требование Бенефициара и указанные в настоящей Гарантии документы должны быть направлены Бенефициаром до истечения указанного в п.9 Гарантии срока действия Гарантии по следующему адресу: _____.</p>	<p>5. The Beneficiary's Demand and the documents specified in this Guarantee shall be sent by the Beneficiary before the expiration of the Guarantee validity period specified in clause 9 of the Guarantee at the following address: _____.</p>
<p>6. Предусмотренные настоящей Гарантией обязательства Гаранта считаются исполненными с момента зачисления денежных средств на расчетный счет Бенефициара в соответствии с реквизитами, указанными в Требовании. Расходы, возникающие в связи с перечислением денежных средств Гарантом по настоящей гарантии, несет Гарант.</p>	<p>6. The obligations of the Guarantor secured by this Guarantee shall be deemed fulfilled from the moment of crediting of funds to the Beneficiary's bank in accordance with the requisites specified in the Demand. The costs incurred in connection with the transfer of funds by the Guarantor under this guarantee are borne by the Guarantor.</p>

<p>7. Гарант вправе заменить согласно ст. 308.2 ГК РФ обязательство, предусмотренное настоящей Гарантией (п. 2), исполнением обязательства по Договору за Принципала в натуре. В случае предоставления исполнения обязательства Принципала по Договору в натуре Гарант производит такое исполнение в срок, указанный ему Бенефициаром. При этом исполнение обязательства Принципала Гарантом в натуре не лишает МегаФона права на предъявление денежных требований по Гарантии в результате просрочки исполнения обязательства по Договору.</p> <p>Гарант должен письменно заявить о своем решении воспользоваться правом настоящей статьи в течение 5 (пять) рабочих дней со дня получения Требования. В противном случае Бенефициар вправе отказаться принять исполнение Гарантом обязательства за Принципала в натуре.</p> <p><i>(применимо к независимой гарантии, выданной Правообладателем Продукции после отдельного согласования с МегаФоном)</i></p>	<p>7. The guarantor is entitled as per item 308.2 of Civil Code of Russian Federation to substitute the main obligation provided by this Guarantee (clause 2) with fulfillment of the Principal's obligation under the Contract in kind. If the Guarantor fulfills the Principal's obligation under the Contract in kind, the Guarantor provide such fulfillment within the time frame that the Beneficiary identified. At the same time, the performance of the Principal's obligation by the Guarantor in kind does not deprive the Megaphone of the right to present monetary claims under the Guarantee due to delay in the performance of the obligation under the Contract.</p> <p>The Guarantor must declare in writing its decision to use the right of this article within 5 (five) business days from the date of receipt of the Claim. Otherwise, the Beneficiary has the right to refuse to accept the execution by the Guarantor of the obligation for the Principal in kind.</p> <p><i>(applicable to a guarantee issued by the Rights Holder of the Product subject to prior MegaFon consent)</i></p>
<p>8. Условия Гарантии могут быть изменены Гарантом при условии получения предварительного письменного согласия Бенефициара.</p>	<p>8. The terms and conditions of the Guarantee may be changed by the Guarantor provided that the Beneficiary's prior written consent is obtained.</p>
<p>9. Гарантия вступает в силу с даты ее выпуска и действует по «___» ___ 20___ г. включительно.</p>	<p>9. The guarantee comes into force on the date of its issue and remains valid until ___ 20___ inclusive</p>
<p>10. Гарантия прекращается по основаниям, предусмотренным действующим законодательством Российской Федерации. Прекращение Гарантии и/или истечение срока действия Гарантии не затрагивает обязательств Гаранта по Требованиям, направленным Бенефициаром до прекращения / истечения срока настоящей Гарантии.</p>	<p>10. The guarantee is terminated on the grounds provided by the current legislation of the Russian Federation.</p> <p>The termination and/or expiration of the Guarantee shall not affect the obligations of the Guarantor under the Demands sent by the Beneficiary prior to the termination/expiration of this Guarantee.</p>
<p>11. Настоящая Гарантия регулируется и подлежит толкованию в соответствии с законодательством Российской Федерации.</p>	<p>11. This Guarantee shall be governed by and interpreted in accordance with the legislation of the Russian Federation.</p>
<p>12. Все споры, разногласия или требования, возникающие из настоящей Гарантии или в связи с ней, подлежат рассмотрению в Арбитражном суде г. Москвы.</p>	<p>12. All disputes, disagreements or claims arising out of this Guarantee or in connection with it, are subject to consideration in the Arbitration Court of Moscow.</p>
<p>13. Настоящая Гарантия составлена в одном подлинном экземпляре.</p>	<p>13. This Guarantee is issued in one original copy.</p>

<p>14. Настоящая Гарантия выпущена на русском и английском языках. В случае расхождений, русский текст имеет преимущественную силу.</p>	<p>14. This Guarantee is issued in Russian and English. In case of contradiction the Russian text will prevail.</p>
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От имени и по поручению

For and on behalf of

to Agreement Terms & Conditions of MegaFon PJSC, version 8.2020

Information on foreign entity and foreign citizens (persons without citizenship) engaged by the company
specify the name of the Counterparty

for performance of works related to operation and management of MegaFon's network elements

Reporting period: ___ quarter of 20___

№	Information about foreign entity:	
1	Full name of foreign entity (in Russian and Latin letters)	
2	Registration in the country of origin (the country of origin, date of registration, the registration number, the name of registering body, the address (location) in the country of origin)	
3	taxpayer identification number of foreign company in the country of registration, in case it is not available - a similar document used in the foreign country (if available)	
4	Name of branch or representative office in the territory of the Russian Federation (if available)	
5	Address (location) of a branch or representative office in the territory of the Russian Federation (postal code, subject of the Russian Federation (code), name of district, settlement, street, number of house, building, office)	
6	Certificate of branch or representative office accreditation in the territory of the Russian Federation (number, date, month, year), certificate validity period (date, month, year) or accreditation to establish representative office (number, date, month, year), name of the authority that provided the accreditation, accreditation validity (date, month, year)	
7	list of identifiers (accounts / logins) dedicated to foreign company to manage means of communications both from workplaces and with the use of remote access	

Information on foreign nationals (persons without citizenship)										
№	Full name (Russian alphabet letters and Latin alphabet letters), middle name (if any) (Russian alphabet letters)	Date of birth (day, month, year)	Sex (male / female)	Nationality/ citizenship of other States (if any)	Place of birth (State, locality)	Place of permanent residence (State, locality)	Identity document of a foreign citizen or person w/o citizenship (series, number, date of issue, by whom)	Taxpayer identification number or similar document used in a foreign country	List of identifiers (accounts / logins) dedicated to foreign citizen (person without citizenship) to manage means of communications both from workplaces and using remote access	Consent of the personal data owner for processing of its personal data (Yes/no)

Specify the name of the
Counterparty

Specify signatory's position

Specify the signatory's name

_____ " _ "

_____ 20_

to Agreement Terms & Conditions of MegaFon PJSC, version 8.2020

REQUIREMENTS OF PJSC "MEGAFON" ON CYBERSECURITY AND INFORMATION SECURITY

These Requirements use the following terms:

MegaFon means MegaFon PJSC, Customer.

Agreement means the agreement, under which the Counterparty provides to MegaFon goods, performs works, provides services.

Counterparty means the party performing the Works in the interests of MegaFon and performing the Technical Support.

Network means MegaFon's network at the Russian Federation territory.

System means a set of software for transmission of information to the Network, setting communication between various device types for provision of telecom and data services by MegaFon, as well as to solve other tasks in order to ensure MegaFon's activities.

Equipment means a set of hardware on which System components are installed.

Office Network means a segment of MegaFon's single interregional IP network, designed to accommodate user and server workstations, in which information is stored and processed, which is not related to maintenance of MegaFon's technological software and hardware complexes.

Technology Network means a network segment that houses hardware and software complexes with transport\fixed\packet\radio communication equipment, switches, virtual network function (NFV), billing infrastructure and other critical infrastructure facilities of MegaFon, as well as interfaces for management of any service equipment (IPMI and its analogues).

Works mean works on equipment supply, installation, commissioning, warranty maintenance, emergency recovery works, as well as works on setting and startup & adjustment of the System, installation, commissioning, planned, emergency recovery and other types of works, as well as services performed/provided by MegaFon's Counterparty to ensure operation of the Equipment and the System.

Technical Support Services (TS) mean activities carried out by the Counterparty to support operation and maintenance of the System.

Information system (IS) - a set of information contained in databases and information technologies and technical means providing for its processing.

Cybersecurity (CS) means security of cyberspace, where business operates, which is achieved by using a set of tools, methods and principles aimed at countering threats in cyberspace and mitigating consequences of their implementation.

CS incident means occurrence of one or more unwanted, or unexpected CS events that involve a significant likelihood of compromising business transactions and creating a CS threat, including but not limited to:

- system failures;
- user errors;
- non-compliance with CS policies and requirements

- information attacks and attacks directed at MegaFon's infrastructure and services.

Significant CS incident is a CS incident that meets one of the following criteria:

- impossibility of performing business operations, according to fixed terms (SLA) for structural division of MegaFon, or limited functionality of the IT service or IS for the systems of category Mission Critical and Business Critical (the systems critical for MegaFon operation supporting the most important elements of activity);
- disclosure of authentication data or confidential information, including those constituting trade secrets, personal data, communication secrets;
- exposure to malicious software, mass account blocks, creation of unauthorized accounts;
- detected signs of unauthorized access or failed attempts to obtain unauthorized access, as well as abuse of privileges;

Counterparty's Employee means the Counterparty's employee engaged by it in the Works and provision of TS Services for the purposes of the Agreement performance.

1. The Counterparty shall not take any action to obtain confidential information from MegaFon's Equipment, System, IS, including the secret of communication within the meaning of the current legislation, as well as omissions that may lead to its receipt of the specified information.
2. The actions of the Counterparty within the scope of the Works shall be carried out solely for the purpose of the Agreement, shall be limited to works on the Equipment, with the System or in MegaFon IS and shall not provide for receipt of confidential information by the Counterparty and its employees, including those constituting a secret of communication.

The actions of the Counterparty within the TS Services shall be performed solely to eliminate emergency situations on the Equipment, in the System, MegaFon IS and/or to solve other problems with level of criticality to ensure normal level of performance and operation of the Equipment, System, MegaFon IS. The actions of the Counterparty within the TS Services shall be limited to works on the Equipment, in the System, MegaFon IS and shall not provide for receipt of confidential information by the Counterparty and its employees, including those constituting a communication secret.

3. In order to maintain the confidentiality regime during operation on the Equipment or with the System, including in case the Counterparty receives access to information from MegaFon's IS during Works and Services, the following measures shall be carried out:

- 3.1. When performing the Works and providing the TS Services, the Counterparty shall comply with these Cyber Security and Information Security Requirements (hereinafter referred to as CS & IS Requirements) and ensure that its employees comply with the specified Requirements.

The CS & IS requirements for their study by the Counterparty's employees are also located in the folder "Documents for study" on the desktop of UTAG virtual workstation (hereinafter referred to as UTAG), which is accessible to the Counterparty for performance of Works and TS.

The authorized person of the Counterparty shall be provided with the account name and the initial password to connect to UTAG. When entering UTAG for the first time, the authorized person of the Counterparty shall change the initial password to his own.

- 3.2. The Counterparty shall ensure that the Counterparty's employees sign the non-disclosure obligation (in the form of the Appendix to CS & IS Requirements) before the commencement of the Works and provide the Contractor's employees with the original of these obligations to MegaFon within 10 working days after signing by sending a registered letter with notification of delivery or transfer to the authorized employee of MegaFon.

If MegaFon receives information on changes to CS & IS Requirements and posts such changes (or new versions of CS & IS Requirements) in the location specified in clause 3.1, the Counterparty shall bring such changes to its employees for signature.

Access of the employees of the Counterparty for work on the Equipment or with the System during performance of the Works and provision of TS Services shall be granted only after MegaFon receives the specified original non-disclosure obligations signed by the employees of the Counterparty.

3.3. When performing the Works with the System or providing the System TS Services, the possibility of work shall be provided to the employees of the Counterparty only by means of access to it from the virtual workstation (UTAG) with mandatory identification and authentication of the Counterparty employees. Identification and authentication of the Counterparty's employees when granting access to the System is carried out in two stages: when accessing UTAG and accessing the System, using the passwords created by the Counterparty's employee separately for each access and created by the Counterparty's employee. In order for the Counterparty's employee to create a password, he/she is given an initialization password, which must be changed by the Counterparty's employee to his/her own password at the first access to UTAG and to the System.

3.4. During performance of Works or TS Services directly on the Equipment, the possibility of work shall be provided to the employees of the Counterparty only in the presence and under the control of the responsible employee of MegaFon. Authentication data for local (console) access of the Counterparty to the Counterparty Equipment shall not be communicated. If necessary, such data shall be entered personally by the accompanying person from MegaFon. Upon completion of the works, passwords of used local (technological) accounts on the Equipment shall be changed by MegaFon to new ones. Use of impersonal accounts by users for work on the Equipment/System is prohibited. Availability of user accounts shall be justified and described in the operating documentation for the system.

3.5. Connection of any equipment of the Counterparty to MegaFon's Office/Technology Network is permitted only for fulfillment of obligations under the Agreement. The counterparty shall approve such connection with MegaFon. The Contractor's connected equipment shall meet the following requirements:

- relevant updates of general and application software shall be installed,
- anti-virus software must be installed with relevant updates of anti-virus databases,
- there shall be no software prohibited for use in MegaFon's IT infrastructure.

3.6. During performance of Works and provision of TS Services, the Counterparty shall ensure compliance with password policy requirements, namely:

- passwords used in MegaFon IS shall not be used when accessing external systems, including when registering on Internet resources;
- passwords of access to MegaFon's IS shall be changed at least once every 45 calendar days, and passwords of technological and local system accounts shall be changed at least once a year;
- the employee of the Counterparty shall ensure that the password to his account is kept secret, the employee of the Counterparty shall not inform it to any persons and shall be responsible for its safety and for consequences that may arise due to the transfer of the password to third parties and/or unauthorized use of the password by third parties;
- actions performed on the Equipment, in the System, MegaFon IS after authentication of the Counterparty's employee with the help of its account are clearly considered as actions of the Counterparty's employee;
- in case of password compromise MegaFon shall be informed about it immediately and the compromised password shall be changed;

- the following requirements must be observed when generating passwords:

- minimum length of password of normal user account - not less than 10 characters, password of privileged account - not less than 12 characters;
- password of technological and local system accounts for new information systems (products) - minimum of 15 characters;
- password of any account must consist of 4 (four) different groups - capital letters, lowercase letters, numbers and special symbols (! @ # \$, etc.
- it is not allowed to use as a password any easy-to-guess combinations (account name, Company name, names, dates of birth of the employee and his or her next of kin, telephone numbers, commonly accepted abbreviations, trivial words and/or keyboard shortcuts (qwerty123, asd, zxcv, abc123, password, 1234567890, etc.);
- password must not match the 12 previously used passwords for this account.

3.7. When working on equipment connected to IT infrastructure of MegaFon the Counterparty shall be obliged:

3.7.1. not to record information on local and detachable drives, external file resources;

3.7.2. not to access and the information and telecommunication network "Internet";

3.7.3. not to use cloud services for exchange or storage of confidential information.

3.7.4. not to connect personal mobile devices (phones, smartphones, tablet computers, laptops), wireless (radio) interfaces, modems and other equipment that allow connection to the Internet and other third-party networks;

3.7.5. not to send messages from MegaFon's corporate network and corporate postal addresses, which are not related to performance of TS Works and Services;

3.7.6. terminate (block) the interactive mode on the equipment when it is unattended;

3.7.7. at the request of Megafon's authorized representatives to provide equipment and media. (USB-Flash, CD/DVD, etc.) to verify compliance with information security requirements

3.8. SFTP resources provided by MegaFon shall be used for interaction with MegaFon under the Agreement (FTP is allowed when organizing protected channels)

3.9. During performance of Works and provision of TS Services, the Counterparty shall ensure compliance with anti-virus protection requirements, namely:

- it is not allowed to install, block and/or disable installed anti-virus software, change its settings and affect the operation of anti-virus programs in any way;
- it is not allowed to open and run any files, make self-installation of software;
- it is not allowed to use services that allow to circumvent existing protection measures and restrictions established in MegaFon for access to Internet resources (traffic proxying, anonymizers, etc.);
- In case of receiving warning messages from anti-virus protection, access to the information resource at which they are visited must be immediately terminated;
- in case of receiving messages from anti-virus protection tools about infection with malicious software or if there are signs of infection of the workplace, work with data must be stopped, work of the Contractor's employee's

workplace shall be suspended and, if local information resources of the workplace have been infected, it shall be disconnected from the office/process network, and the fact of detection of MegaFon's objects infected with malicious software shall be immediately communicated to MegaFon's representative;

3.10. Official correspondence between the Counterparty's employees and MegaFon's employees shall be conducted only to MegaFon's corporate e-mail addresses in the megafon.ru domain;

3.11. When transmitting confidential information to MegaFon's employees to MegaFon's corporate e-mail addresses, the information shall be transmitted in the form of an archive file protected by a persistent password; the password must be transmitted on another channel (for example, by telephone) after receiving a message from the recipient about receipt of the electronic archive with the corresponding name, date, time of creation and file size.

3.12. It is prohibited for the Counterparty to independently connect a subcontractor and/or provide subcontractor's access to MegaFon's IT infrastructure without written approval from MegaFon.

4. If, despite the measures taken by the Parties, confidential information has been obtained by the Counterparty, including those constituting the secret of communication within the meaning of the current legislation, or unauthorized access to them, the Counterparty shall immediately take all measures to prevent further dissemination of such information, notify MegaFon and, upon MegaFon's first request, remove such information and/or destroy the material media on which such information is stored.

5. In order to ensure cybersecurity when operating on the Equipment or with the System, as well as when accessing MegaFon's IS, the Counterparty shall ensure the following:

5.1. The Counterparty guarantees that compliance with the terms of the Agreement will not result in hidden functionality (undocumented changes, operations, or embedded "software tabs"), as well as computer viruses, Trojans, self-destroying mechanisms, copy protection mechanisms and other similar machine commands that may deactivate, destroy or otherwise modify Customer's data, software or hardware and Customer's equipment.

5.2. The Counterparty warrants that fulfillment of the terms of the Agreement will not result in appearance in the Customer's software (hereinafter referred to as the Software) any Software used under the terms of free and open-source software without prior written approval of the Customer. And certainly will not lead to appearance of software in the Customer's software, used on the basis of open licenses, the terms of which require the user to disclose the source code of the modified software or limit the user's right to prohibit third parties from using the modified software. The Customer's Software within the framework of this document means the Software, the exclusive right to which belongs to the Customer at the time of execution of the Agreement and/or arises (transfers) from the Customer as a result of proper performance of the Agreement.

5.3. If, despite the measures taken by the Parties, the Counterparty has committed a significant CS incident, including as a result of an incident occurring on the side of Counterparty or engaged by it party for the purpose of execution of the Third Party Agreement, the Counterparty shall be liable to MegaFon in accordance with the terms of the Agreement.

6. The Counterparty shall inform MegaFon of all violations of the Requirements or events that may lead to such violations. Information is provided as soon as possible, but not later than 24 hours from the moment of detection of such fact by sending information to the e-mail: ASOC-Duty shift asoc-smena@Megafon.ru and HQ-Cyber-Security HQ-Cyber-Security@MegaFon.ru.

7. MegaFon shall monitor how the Counterparty uses MegaFon's IT infrastructure, Equipment, System and IS (including the electronic activity log of the Counterparty's employees). As part of monitoring compliance with CS & IS Requirements and preventive measures to ensure proper CS level, MegaFon shall have the right to carry out the following actions

7.1. MegaFon shall have the right to record and verify the actions of the Counterparty's employees performed by them on the Equipment in the System, MegaFon's IS and their compliance with CS & IS Requirements.

Inspections shall be carried out by the Customer without notification to the Contractor.

In case of detection of violations, MegaFon shall have the right to request explanations in writing from the Counterparty on the fact of the detected violation, and the Counterparty shall be obliged to provide written explanations on the fact of the detected violations within 3 (three) working days. Upon receipt of the explanations, MegaFon shall have the right to issue an order for elimination of the violation and to set a date for elimination.

7.2. MegaFon shall have the right to audit the security of MegaFon's IT infrastructure and the software and hardware used on it by the Counterparty and to draw up a list of measures to be taken to ensure the appropriate level of CS. The Counterparty shall ensure that the measures to be executed in accordance with the results of MegaFon's analysis are taken within a reasonable time agreed by the parties

7.3. MegaFon shall have the right to suspend access to MegaFon's IS by the Contractor's Employee in case of violation of CS & IS Requirements.

7.4. In the event of a threat to MegaFon's IT infrastructure when implementing CS incident (cyber attack, virus infection, etc.), MegaFon shall have the right to suspend the Counterparty's access to the System until the causes and consequences of the incident are eliminated.

FORM

**Obligation
of non-disclosure of confidential information of MegaFon PJSC
and security compliance**

I, _____
(name, position, name of the employer organization)

was informed that during performance of duties according to the Agreement

(specify contract number, contract date, contract name)

(hereinafter referred to as the Agreement) I will be granted access to information systems of MegaFon PJSC (hereinafter referred to as the Company) in which confidential information is processed. I am familiar with the Company's cyber security and information security requirements and voluntarily undertake the following obligations:

- during the term of the Agreement and after its termination do not disclose (do not transfer, disclose, place on public resources or otherwise) to third parties information that is information of restricted access (including information about subscribers, personal data of subscribers), trade and other secret (further - data of confidential character, a confidential information) which I shall be aware of during the performance of my obligations under the Agreement or in connection therewith, and not to use this information for my own benefit for third-party purposes or purposes unrelated to the performance of my obligations under the Agreement;

- perform actions in the network and information systems of the Company solely for the purpose of performance of the Agreement, be limited to works provided for in the Agreement;

- not to perform actions (omissions) that may lead to the receipt of confidential information from the Company's network and information systems, including personal data of personal data subjects, information about subscribers and/or constituting a secret of communication within the meaning of the current legislation;

- upon receipt of information about subscribers and personal data of personal data subjects in the course of performance of obligations under the Agreement, I undertake not to disclose such data to third parties, unless otherwise provided by federal law, and not to distribute it;

- in case, despite the measures taken, I have received information that includes personal data of personal data subjects, subscriber information and/or communication secret, or unauthorized access to them, immediately take all measures to prevent further dissemination of such information, to inform the representative of the Company and to remove the specified information and/or destroy the material media upon first request, where the information is stored if the information cannot be guaranteed to be removed from such media;

- use for interaction with the Company under the Agreement the SFTP resources provided by the Company (FTP when organizing secure channels);

- when granting access to a virtual workstation (UTAG) and obtaining an account and password for access to the UTAG, change the issued initialization password to own password at the first login to the UTAG;

- do not use passwords used in the Company's information systems when accessing external systems, including when registering on Internet resources;

- change access passwords to the Company's information systems at least once every 45 calendar days, and passwords of technological and local system accounts at least once a year;

- ensure that the password to my account is kept confidential, not to disclose it to any persons and to be responsible for its safety and for the consequences that may arise due to the transfer of the password to third parties and/or unauthorized use of the password by third parties;

- if the password is compromised, inform the Company immediately and change the compromised password;

- comply with information security requirements to password protection:

- minimum length of password of normal user account - not less than 10 characters, password of privileged account - not less than 12 characters;

- password of technological and local system accounts for new information systems (products) - minimum of 15 characters;

- password of any account must consist of 4 (four) different groups - capital letters, lowercase letters, numbers and special symbols (! @ # \$, etc.

- it is not allowed to use as password any easy-to-guess combinations (account name, Company name, names, dates of birth of the employee and his or her next of kin, telephone numbers, commonly accepted

abbreviations, trivial words and/or keyboard shortcuts (qwerty123, asd, zxcv, abc123, password, 1234567890, etc.);

- password must not match the 12 previously used passwords for this account.
- when operating on equipment connected to MegaFon's IT infrastructure, observe the following requirements:
 - do not write information to local and removable media, external file resources.
 - do not access and connect to the Internet information and telecommunication network;
 - do not use cloud services to share or store information
 - do not connect personal mobile devices (phones, smartphones, tablet computers, laptops), wireless (radio) interfaces, modems and other equipment that allow connection to the Internet and other third-party networks;
 - do not send messages from MegaFon's corporate network and corporate postal addresses, which are not related to performance of TS Works and Services;
 - terminate (block) the interactive mode on the equipment when left unattended;
 - at the request of authorized representatives of MegaFon, provide equipment and media (USB-Flash, CD/DVD, etc.) to check compliance with information security requirements.
- comply with anti-virus protection requirements:
 - Do not install, block or disable installed anti-virus software, change its settings or affect the operation of anti-virus programs in any way;
 - do not open or run any files, do not install the software yourself;
 - do not use services that allow to bypass existing protection measures and restrictions established in the Company for access to Internet resources (traffic proxying, use of anonymizers, etc.);
 - If I receive warning messages from anti-virus protection, stop accessing the information resource you visited;
 - in case of receiving messages from anti-virus protection means about infection with malicious software or presence of signs of workplace infection to stop work with data, to suspend operation of the workplace and, if the infection was caused to local information resources of the workplace, to disconnect it from the office/technological network, after which to report the fact of detection of objects infected with malicious software of the Company;
- communicate with the Company's employees only to the Company's corporate e-mail addresses in the megafon.ru domain;
 - when transmitting confidential information to the Company's employees to corporate e-mail addresses of the Company, transmit the information in the form of an archive file protected by a persistent password; the password is transmitted via another channel (for example, by telephone) after receiving a message from the recipient about receipt of the electronic archive with the corresponding name, date, time of creation and file size;
 - not to create a threat of appearance of hidden functionality (undocumented changes, operations, or embedded "software bookmarks"), as well as computer viruses, Trojans, self-visible mechanisms, copy protection mechanisms and other similar machine commands, which may deactivate, destroy or otherwise modify Company data, software or hardware and Company equipment;
 - prevent, without prior written approval of the Company, appearance of free and open-source software in the Company's software, including open licenses, the terms of which require the user to disclose the source code of the modified software or limit the user's right to prohibit third parties from using the modified software.

I am informed that in case of violation of this obligation I may have administrative, civil, criminal liability according to the Russian legislation.

_____ (surname, first name, middle name, signature)
_____ " _ " _____ 20_

Signature _____

Consent to personal data processing

I hereby express my voluntary consent (hereinafter the Consent) to the Company, address of location: 127006, Moscow, Oruzheiny Lane, 41, for processing of the following personal data: name, first name, middle name, address of residence registration, information about the main identity document, telephone number (including the city code), e-mail address, place of work and position, in order to ensure that I, as an employee _____ carry

out actions aimed at performance of the Agreement, gain access to information systems of the Company, ensure compliance of the Company with the legislation of the Russian Federation.

Actions with personal data include automated processing, processing without use of automation equipment and mixed processing of the above-stated personal data by the Company in the following ways: collecting, record, systematization, accumulation, storage, refining (update, change), extraction, use, transfer (distribution, providing, access), depersonalization, blocking, removal, destruction of personal data.

This Consent is valid during the period of my activity to process confidential information of the Company received during the performance of obligations under the Agreement or in connection therewith.

I confirm that I am fully aware of the above-mentioned Consent prior to its signing, the legal implications of its signing have been explained to me, and I have been informed that I can withdraw my Consent at any time by delivery of a written withdrawal to the Company through sending the withdrawal by a valuable letter with a description of the attachment. This Consent shall be deemed withdrawn fourteen days after the date when the Company receives the withdrawal of the Consent.

Termination of this Agreement shall not affect the validity of the obligations of non-disclosure of confidential information of the Company and compliance with information security requirements.

I agree to the Company's processing of personal data in the form of destruction if after 5 (five) years from the date of signing this Consent or earlier I do not exercise the right of withdrawal.

(surname, first name, middle name)

Passport series _____ No. _____

(name of issuing agency and issue date)

Registration address: _____

_____ 20 _____

Signature