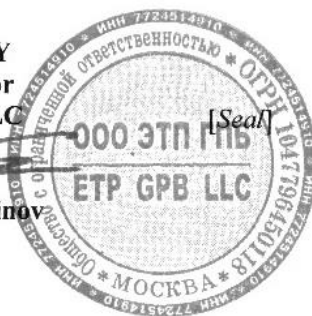


APPROVED BY  
General Director  
of ETP GPB LLC

[Signature]  
M. Y. Konstantinov



**ЭТП ГПБ**

Электронная торговая площадка

Группа Газпромбанка

**REGULATIONS FOR ORGANIZATION AND IMPLEMENTATION OF  
ELECTRONIC TRADING**  
(Version 13 dated 1/08/2017)

**TABLE OF CONTENT:**

1. BASIC TERMS ..... 3

2. GENERAL PROVISIONS ..... 7

3. USE OF ELECTRONIC DOCUMENTS..... 9

4. RIGHTS AND OBLIGATIONS OF THE PARTIES ..... 11

5. PAYMENT FOR OPERATOR SERVICES AND ACCOUNTING DOCUMENTS ISSUING  
PROCEDURE ..... 14

6. REGISTRATION AND ACCREDITATION OF INDIVIDUALS AND LEGAL ENTITIES..... 199

7. TYPES, FORMS AND METHODS OF ELECTRONIC TRADING ..... 255

8. FORWARD AUCTION ..... 266

9. REVERSE AUCTION ..... 288

10. COMPETITION ..... 30

11. REQUEST FOR QUOTATIONS..... 322

12. REQUEST FOR PROPOSALS..... 344

13. POSITIONAL PURCHASE..... 355

14. PUBLICATION OF A TRADING NOTICE..... 377

15. SUBMISSION OF BIDS..... 399

16. FORWARD/REVERSE AUCTION PROCEDURE ..... 41

17. BIDS REVIEW AND EVALUATION PROCEDURE.....43

18. PREQUALIFICATION.....45

19. BARGAINING..... 46

20. CONTRACT MAKING PROCEDURE..... 47

21. LIABILITY OF THE PARTIES..... 48

22. CONFIDENTIALITY ..... 49

23. FORCE MAJEURE.....50

24. DISPUTE SETTLEMENT PROCEDURE.....51

25. OPENING AND MANAGEMENT OF ACCOUNTS FOR BID SECURITY  
TRANSACTIONS.....52

ANNEX # 1.....57

## 1. BASIC TERMS

1.1. **DDoS attack** is a type of denial-of-service attack, that is, an attack on the System, aimed at causing its denial of service through creating conditions where system users are either prevented from or hampered in accessing resources provided by the system.

1.2. **Automated electronic trading organization and implementation system (the System, ETP)** means a software and hardware electronic trading platform complex fully owned by ETP GPB LLC, developed in compliance with current legislation of the Russian Federation and intended for organization and implementation of different types, forms and methods of electronic trading.

1.3. **Administrator** means a user at the organization registered/accredited by the Operator, who has full authorities for granting access to personal areas to other users at his/her organization, and other authorities as stipulated in Operator's relevant instructions and guidelines including on registration/accreditation of organizations.

1.4. **CC Administrator** means a CC responsible officer authorized by CC for registration and management of certificates of digital signature verification keys of CC users, and for putting his/her own signature on paper-based certificates of digital signature verification keys, issued by CC.

1.5. **Atomic clock** means a tool for the Operator server time synchronization; the time is synchronized by the System referring to one of exact time servers through NTP (Network Time Protocol – a network protocol for synchronization of internal clock of a server or computer); the clock is synchronized daily, once a day.

1.6. **Locking sub-account** means a sub-account of Trading Participant's account, used by the Operator to lock funds transferred by the Trading Participant to the Operator's account in order to secure Trading Participant's involvement in procurements posted on ETP.

1.7. **Issue of DS certificates** means a procedure whereby CC issues digital signature verification key certificates and software and hardware tools for use of DS on ETP.

1.8. **Personal account homepage** means a section of User's PA, whereto he/she gets immediately after entering his/her PA from the page put on the Internet information and telecommunication network at: <https://etp.gpb.ru>

1.9. **Trusted CC** means a certifying center listed among those accredited by the Ministry of Communications and Mass Media of the Russian Federation as well as producing digital signature verification key certificates containing information about scope of such a digital signature verification certificate – an object identifier of ETP GPB LLC.

1.10. **Deposit** means an amount of money to be transferred by a Trading Participant as a security of his/her participation in a trading procedure subject to security requirement having been established by a Client or Organizer in a notice or other trading procedure documents; where the Trading Participant is awarded a contract, this amount of money shall be transferred by the Operator to

the Client or Organizer in consideration for payments due from the Trading Participant under the contract. Securing of trading participation by means of a deposit shall be applied only if trading is carried out in form of a forward auction. No added value tax shall be imposed on the deposit when made as a trading participation security.

1.11. **Client** means an individual or legal entity, whose needs are to be met through procurement, or persons performing the procurement.

1.12. **Closed part of ETP** means a part of ETP put on the Internet information and telecommunication network at <https://etp.gpb.ru>, accessible to registered/accredited ETP users only and containing Users' PA.

1.13. **Individual account (Trading Participant's account)** means an account to be opened by the Operator based on Trading Participant's application following the ETP registration/accreditation procedure. The account shall be opened in the Operator's analytical ledger and divided into two sub-accounts – the Locking Sub-account and the Limits Sub-account.

1.14. **Personal Account (PA)** means a part of ETP accessible to registered and accredited users only and put in the Closed part of ETP.

1.15. **Lot** means a part of goods/works/services to be procured, identified by relevant criteria; depending on procurement notice and trading documents, an individual application for participation in trading can be submitted for a lot, and individual contract(s) can be made based on trading results.

1.16. **Bid security for participation in trading procedures (the Security)** means an amount of money to be transferred by a Trading Participant as a security of his/her participation in a trading procedure subject to security requirement having been established by a Client or Organizer in a notice or other trading procedure documents. The value added tax (VAT) shall not be imposed on the security.

1.17. **Electronic trading platform operator (the Operator)** means ETP GPB LLC (OGRN 1047796450118).

1.18. **Trading organizer (Organizer)** means a Client, specialist organization or legal entity acting for organization and implementation of trading on ETP.

1.19. **Open part of ETP** means a public (free-access) part of ETP, which does not require registration/accreditation for its operation and is put on the Internet information and telecommunication network at <http://etp.gpb.ru>

1.20. **ETP user (the User)** means any person using his/her user account to enter the Closed part of ETP.

1.21. **User Section** means a designated part of PA intended for use by a specific ETP User with every ETP user having only one User Section assigned to him/her.

1.22. **Trading procedure (the Trading)** means an auction, reverse auction, competition, request for proposals and other types, forms and methods of electronic trading, specified in these Regulations.

1.23. **Regulations** mean the present Regulations stipulating rights, duties, responsibilities and operational procedures of Trading Entities working at ETP.

1.24. **ETP website (the Website)** means a website of the Internet information and telecommunication network at <http://etpgpb.ru>

1.25. **ETP Section** means the Corporate Client Trading section of ETP, where trading is carried out in compliance with these ETP Regulations.

1.26. **EDM system** means an electronic document management system representing a complex of software for computers as well as computing aids and databases intended for transmission of encoded electronic documents signed with DS.

1.27. **Operator specialist** means an Operator's employee immediately interacting with ETP.

1.28. **List of revoked certificates** means an electronic document with digital signature of a Certifying Center officer, including the list of serial numbers of digital signature verification key certificates, which from time to time are annulled, suspended or cancelled.

1.29. **Information security facilities** mean software and hardware preventing unauthorized access to, and/or unauthorized modification of ETP data.

1.30. **ETP starting page** means a Website page at the same address as that of ETP website.

1.31. **Parties** mean the Operator, a Trading Participant, a Client or an Organizer.

1.32. **Limits sub-account** means a sub-account of Trading Participant's account, used for accounting of available (not blocked by the Operator) funds of a Trading Participant, which have been transferred to the Operator's account in order to secure participation in trading procedures.

1.33. **Trading entities** mean persons participating in trading – a Trading Participant, a Client, and an Organizer.

1.34. **Operator's account** means an account belonging to the Operator, opened with a credit institution and intended for accounting of funds transferred by Trading Participants in order to secure their participation in trading procedures. The Russian Rouble is the Operator's account currency.

1.35. **System hardware** means a part of hardware and software complex of ETP comprising hardware and a part of software, which are not displayed in Open and Closed parts of ETP.

1.36. **Technical fault** means a malfunction of software or hardware of the System, and Operator's incompliance with these Regulations for the reasons beyond his control.

1.37. **Notification** means an electronic notice containing legal communication or informational message, sent to PA and electronic mail address of a Trading Participant, a Client, an

Organizer, specified by them during registration and accreditation on ETP, in accordance with these Regulations and Operator instructions or guidelines.

1.38. **Certifying Center (CC)** means a legal entity or a private entrepreneur performing functions for creation and issue of digital signature verification key certificates, distribution of DS tools, and other functions related to use of DS as provided for in the current legislation of the Russian Federation.

1.39. **Trading participant** means an individual including private entrepreneurs or a legal entity registered (accredited) on ETP and eligible for participation in procedures announced by Clients or Organizers, by bidding for delivery of goods, execution of works or provision of services.

1.40. **Digital signature (DS)** means electronic information attached to other electronic (signed) information or otherwise related to this information, and used for identification of a signatory.

1.41. **Electronic document** means documented information presented in an electronic form, that is, a form perceivable by an individual with use of computers, as well as for transmission via information and telecommunication network or processing in information systems, including scanned copies of paper documents and documents signed with DS.

## 2. GENERAL PROVISIONS

2.1. These Regulations have been developed in line with the Civil Code of the Russian Federation, the Federal Law On Digital Signature, No. 63-FZ, dated April 6, 2011 and regulatory acts of the Russian Federation.

2.2. The present Regulations define the procedure of organization and implementation of electronic trading on ETP by carrying out different types, forms and methods of trading procedures, and determine conditions of Trading Participants' involvement in these procedures, and govern relations arising among the Operator, the Trading Participant, the Client or the Organizer.

2.3. According to Article 428 of the Civil Code of the Russian Federation, the Regulations are an adhesion contract and are available in the form of an electronic document posted on the ETP Website on the Internet at: <https://etp.gpb.ru>.

2.4. The Regulations are a public offer, which Trading Entities accept by their registration (accreditation) on ETP that entails complete consent with all provisions of the present Regulations and calls forth duties of their fulfillment. Accession of Trading Entities to these Regulations implies their full acceptance of conditions of the present Regulations and all annexes hereto as in force on the date of registration on ETP.

2.5. Registration (accreditation) on ETP is the deed of accession to the present Regulations.

2.6. The Client, the Organizer, the Trading Participant, who has acceded to the present Regulations shall accept further changes (additions) made to the Regulations as provided in these Regulations.

2.7. Termination of the present Regulations can be initiated by one of the Parties in the following cases:

2.7.1. Where one of the Parties breaks conditions of the present Regulations;

2.7.2. Upon an initiative of one of the Parties at any time;

2.7.3. By agreement among the Parties;

2.7.4. Where the registration term expires.

2.8. Termination of these Regulations does not release Trading Entities from either fulfillment of obligations incurred before the specified Regulations termination date, or liability for their non-execution or improper execution.

2.9. Amendments and (or) additions to these Regulations including annexes hereto shall be made by the Operator unilaterally.

2.10. Amendments and (or) additions to these Regulations shall be announced by the Operator through mandatory posting of the above amendments and (or) additions, or revised Regulations on the ETP Website.

2.11. All amendments and (or) additions made by the Operator to these Regulations and not related to changes in the current legislation of the Russian Federation, shall come into force and become mandatory as from the date of posting the mentioned amendments and/or additions on the ETP Website specified in paragraph 1.24 of the Regulations.

2.12. All amendments and (or) additions made by the Operator to these Regulations and resulting from changes in the current legislation of the Russian Federation, shall come into force along with enactment of changes (additions) in the relevant regulations of the Russian Federation.

2.13. All amendments and (or) additions to the Regulations shall uniformly apply as from their effective date to all persons acceded to the Regulations, including those acceded before the effective date of amendments or additions unless legal relations among Parties have been established before the effective date of amendments or additions to the Regulations.

2.14. All annexes, amendments and additions to the Regulations form their integral part.

2.15. Processing of personal data of registered or accredited at the ETP persons is performed in accordance to the Federal law № 152-FZ «About personal data».



### 3. USE OF ELECTRONIC DOCUMENTS

3.1. All documents and data related to a Trading Entity and trading procedure on ETP are available in the System in the form of Electronic Documents.

3.2. An electronic document signed with DS or Operator's technical means is as legally valid as a paper document signed in own hand, and involves legal consequences envisaged for such a document. Availability of DS with Parties to the Regulations and software-based attestation of Electronic Documents by the Operator means that documents and data presented in the form of Electronic Documents have been sent on behalf of these persons, and signifies authenticity and reliability of such documents and data.

3.3. Documents and data sent in the form of Electronic Documents or posted on ETP must be signed with DS of the person entitled to act on behalf of concerned individual, private entrepreneur or legal entity, or must be certified by the Operator with use of software, except for cases provided for in these Regulations where trading is carried out on ETP without mandatory application of DS by the Parties.

3.4. Exchange of Electronic Documents signed with DS or certified by the Operator with use of software is a legally valid and significant electronic document flow.

3.5. When using DS, Users shall follow these Regulations and the current legislation of the Russian Federation in the sphere of DS.

3.6. Time of creation, receiving and sending of all Electronic Documents on ETP shall be recorded based on time of the server where ETP software operates. The ETP server time shall be synchronized with the Atomic Clock. The Operator shall be responsible for information security of the time management system on the server where ETP functions.

3.7. Parties to these Regulations shall take a series of actions required for participation in trading process by implementation of different types, forms, and methods of electronic trading including: installation of necessary hardware, client software and dataware, obtaining of DS certificate, and necessary registration/accreditation. In case of an error in preparation of ETP documents, a User shall be informed in details about errors and steps required for their elimination.

3.8. Costs of taking the actions steps mentioned in paragraph 3.7 hereof including purchase of necessary software and hardware, dataware, etc., shall be borne by persons taking corresponding actions.

3.9. ETP shall use enhanced certified DS as well as enhanced non-certified DS produced by Trusted CCs and containing the Extended Key Usage field in the DS verification key certificate with the mark of possibility of using this certificate on ETP - **OID 1.2.643.6.17.1**. In addition, ETP can accept, inter alia, DS produced on AVEST SCP cryptographic equipment of the Republic of Belarus with use of national cryptographic algorithm of the Republic of Belarus and meeting criteria of

enhanced certified DS or enhanced non-certified DS as required by the legislation of the Russian Federation.

3.10. The authorization procedure for CCs applying for performance of a Trusted CC functions shall be established by the Regulations for Authorization of Certifying Center on ETP GPB.

3.11. Electronic documents shall be kept in the System for 10 years.

3.12. ES users shall bear responsibility for integrity and use of properly closed DS keys in accordance with the current legislation of the Russian Federation.

#### 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Operator shall:

4.1.1. Provide services of the Operator in accordance with these Regulations and current legislation of the Russian Federation;

4.1.2. Ensure service capability and functioning of ETP as provided in these Regulations and current legislation of the Russian Federation;

4.1.3. Ensure continuity of electronic trading and functioning reliability of software and hardware used for such procedures;

4.1.4. Upon registration and accreditation of an individual, a private entrepreneur or a legal entity on ETP as a Trading Participant, provide such a Trading Participant with access to participation in all types, forms, and methods of electronic trading being implemented on ETP;

4.1.5. Upon registration and accreditation of a person on ETP as a Client and (or) an Organizer, provide him with it access to procurement services;

4.1.6. Ensure use of Electronic Document on ETP in accordance with these Regulations and current legislation of the Russian Federation;

4.1.7. Provide registration/accreditation of Trading Participants in accordance with the Regulations;

4.1.8. Enable viewing data of non-confidential trading for non-registered ETP Users by means of the Open part of ETP;

4.1.9. Check availability of documents required for registration and accreditation of individuals and legal entities on ETP, and their compliance with these Regulations; and

4.1.10. Collect payments for provided rendered Operator services from a Trading Participant, a Client, and an Organizer, in the order and the amount specified in Section 5 hereof.

4.2. The Operator shall be entitled:

4.2.1. To manage funds deposited by Trading Participants as a security of their bids in conformity with these Regulations, if a security or deposit requirement has been established by the Client or the Organizer;

4.2.2. To block funds on the Trading Participant's Individual Account at the rate of payment to be collected from the Trading Participant in accordance with Section 5 hereof, if a bid security requirement has not been established by the Client or the Organizer. Funds shall be blocked at the time of Trading Participant's bidding for a Procurement Lot;

4.2.3. To take the following actions, if the amount available on the Trading Participant's Individual Account is insufficient to secure participation in the trading procedure:

4.2.3.1. If the bid security requirement is established by the Client or the Organizer, to reject a Trading Participant's bid until funds sufficient for bid security and payment of Operator services in the

amount specified in Section 5 hereof are transferred to the Individual Account of the Trading Participant;

4.2.3.2. If the bid security requirement is not established by the Client or the Organizer, to reject a Trading Participant's bid until funds in the amount specified in Section 5 hereof are transferred to the Individual Account of the Trading Participant;

4.2.3.3. If the bid security requirement in the form of a deposit is established by the Client or the Organizer in accordance with paragraph 8.7 hereof, to reject a Trading Participant's bid until funds in the amount specified in Section 5 hereof are transferred to the Individual Account of the Trading Participant, and the bid security in the form of deposit is provided;

4.2.4. To carry out scheduled maintenance of the System. The Operator determines specific date and time of scheduled maintenance at his own discretion, but necessarily notifies Trading Entities by posting information in the Open and/or Closed parts of ETP at least 2 (two) days before the date and time of the scheduled maintenance with indication of exact date and time of its beginning and completion;

4.2.5. To perform scheduled updating and/or change of System's applied software on Thursdays. In doing so, the Operator determines specific date and time at his own discretion, without prior notice to Trading Entities. During the scheduled works specified herein, Trading Entities may experience short-term restrictions of access to the System;

4.2.6. To carry out recovery work in case of emergency situations on ETP, namely:

- technical fault;
- DDos attack;
- other emergencies and circumstances preventing operation of ETP.

4.2.7. In case of emergencies on ETP, to determine time and date of emergency response beginning and completion at his own discretion, but with mandatory notification of Trading Entities by posting information about the emergency situation in the Open and/or Closed parts of ETP if the latter is available. Subject to observance of the above conditions for the period of scheduled and recovery work, the Operator shall be entitled to reject trading operations;

4.2.8. To block/depublish procurements and prevent Trading Participants from bidding for such procurements posted with the Operator, where the Operator reveals data (references to websites of other electronic trading platform operators, information about procurements on websites on the Internet similar to trading procedure information posted on the Operator's website) in a procurement notice, documentation and other accompanying procurement documents, as well as in other cases where the Operator doubts fairness of actions of the Client or Organizer); and

4.2.9. To take other actions not contradicting the Regulations and the current legislation of the Russian Federation.

4.3. When fulfilling the Regulations, Trading Participants, Clients or Organizers must take actions in compliance with the legislation of the Russian Federation, the Regulations, and Operator's instructions and guidelines.

5. PAYMENT FOR OPERATOR SERVICES AND ACCOUNTING DOCUMENTS ISSUING  
PROCEDURE

5.1. The Operator shall collect payment for provided services from the Trading Participant (section «CIS Country Resident» or «Foreign Country Resident») in accordance to paragraph 5.4 of current Regulations, from other Trading participant who has bid for a Procurement Lot on ETP and finally has been awarded the contract on the basis of a screen form of the final trading (Lot) protocol on ETP, in the amount of:

5.1.1. 5,500 (five thousand five hundred) Roubles including the value added tax (VAT) at the rate of 18% (eighteen per cent) up to and till November 6, 2016 (inclusive) (for procurements with their notices published on ETP and their results not summarized before the specified date ), and 6,900 (six thousand nine hundred) Roubles including the value added tax (VAT) at the rate of 18% (eighteen per cent) as from November 7, 2016 for procurements announced on ETP on or after the specified date.

5.1.2. a special tariff offered to Clients, Organizers or Trading Participants on a targeted basis subject to the following conditions:

5.1.2.1. The Operator shall propose a special tariff on a targeted basis to Clients, Organizers or Trading Participants by sending them a pro forma invoice, which these persons can accept by paying the special tariff price.

5.1.2.2. The special tariff shall be paid by transfer of funds to the Operator's clearing account, and subject to availability of funds on the Individual Account in PA, a Client, an Organizer or a Trading Participant may pay the special tariff from their Individual Accounts in PA.

5.1.2.3. Payment of the special tariff does not exempt Trading Participants from provision of a Bid Security and/or a Deposit.

5.1.2.4. Terms and conditions of the special tariff shall be stated in the pro forma invoice.

5.1.2.5. The Operator shall have the right to waive his special tariff offer in the manner and within the terms prescribed in the current legislation of the Russian Federation or stated in the pro forma invoice.

5.1.2.6. The Operator shall send the special tariff offer via PA and/or to e-mail addresses of users specified during registration and accreditation on ETP.

5.1.2.7. The Operator shall determine the way of sending the special tariff offer at his own discretion.

5.7. The Operator shall have the right to collect payment for provided services from a Client or an Organizer implementing different types, forms, and methods of electronic trading on ETP in the amount separately agreed among the Operator and the Client or the Organizer; in doing so, the Operator shall not collect from Trading Participants the payment specified in paragraph 5.1 hereof.

5.3. The Operator shall return to Trading Participants the payment for provided Operator services within 5 (five) business days from the date of receipt of an order or other document of a competent federal executive authority for adoption of statutory acts and enforcement of antitrust laws; otherwise, the collected payment for provided services shall not be returned.

5.4. The Operator shall charge a Trading Participant in section «CIS Country Resident» or «Foreign Country Resident» for provided services in the following manner and amount:

5.4.1. Section «CIS Country Resident» – based on the following tariffs:

5.4.1.1. «**CIS90**» Tariff in the amount of ten thousand (10,000) Russian roubles including the value added tax (VAT) at the rate of 18 % shall be effective for ninety (90) days upon purchasing of the tariff in PA by the Trading Participant.

5.4.1.2. «**CIS365**» Tariff in the amount of thirty thousand (30,000) Russian roubles including the value added tax (VAT) at the rate of 18 % shall be effective for twelve (12) months upon purchasing of the tariff in PA by the Trading Participant.

5.4.2. Section «Foreign Country Resident» – based on the following tariffs:

5.4.2.1. «**Basic**» Tariff in the amount of eight hundred fifty (850) US dollars (USD) or seven hundred fifty (750) Euro (EUR) including the value added tax (VAT) at the rate of 18 % shall be effective for ninety (90) calendar days upon purchasing of the tariff in PA by the Trading Participant.

5.4.2.2. «**Standard**» Tariff in the amount of one thousand five hundred (1,500) US dollars (USD) or one thousand three hundred and fifty (1,350) Euro (EUR) including the value added tax (VAT) at the rate of 18 % shall be effective for six (6) months upon purchasing of the tariff in PA by the Trading Participant.

5.4.2.3. «**Premium**» Tariff in the amount of two thousand (2,000) US dollars (USD) or one thousand eight hundred (1,800) Euro (EUR) including the value added tax (VAT) at the rate of 18 % shall be effective for twelve (12) months upon activation of the tariff in PA by the Trading Participant.

5.4.2.4. «**One**» Tariff in the amount of two hundred (200) US dollars (USD) or one hundred eighty (180) Euro (EUR) including the value added tax (VAT) at the rate of 18 % shall be effective once only for participation in one trading at the Trading Participant's discretion.

5.4.3. For purchasing of tariffs listed in paragraph 5.4 hereof, funds in the specified amount shall be deposited in the Sub-account of available funds in PA, which is debited with the amount of tariff chosen by the Trading Participant upon purchasing of the tariff.

5.4.4. Funds are written off from the account when the tariff is purchased.

5.4.5. Funds in appropriate currency shall be transferred by the Trading Participant to the Operator, based on an invoice produced in PA and shall be credited to the Sub-account of available funds in PA.

5.4.6. A tariff cannot be changed for another one.

5.4.7. Where during the currency of a tariff the Trading Participant buys a new tariff, the currency of the latter shall be counted beginning from the date following the expiration date of the current tariff.

5.4.8. Funds mentioned in paragraph 5.4 hereof transferred on the foreign currency account of the Operator in appropriate currency and to be viewed in PA at the sub-account available funds, herewith at the moment of tariff purchasing funds get written off at the exchange rate of the Central Bank of Russian Federation at the day of funds value date to the Operator's foreign currency account.

5.5. Funds in Russian roubles currency mentioned hereof transferred to the operating account of the Operator in Russian roubles to be viewed in PA at the sub-account available funds herewith at the moment of the tariff purchasing/ declaration of the winning bidder funds get written off from sub-account available funds in amount of the tariff or in the amount of provided services payment mentioned hereof.

5.6. No interests including those established by Article 317.1 of the Civil Code of the Russian Federation shall be charged by the Operator on liabilities provided herein.

5.7. The Operator shall issue and forward accounting documents in hard (paper) and/or soft copies via an electronic document management operator in the following manner:

5.7.1. in the soft copy via an electronic document management operator:

5.7.1.1. The basic way of issuing and forwarding of accounting documents is doing so in an electronic form through an electronic document management operator by exchanging electronic accounting documents in accordance with the legislation of the Russian Federation and rules of the electronic document management operator.

5.7.1.2. The Parties have agreed that electronic accounting documents shall be issued and forwarded by the Operator through the electronic document management operator – PF SKB Kontur CJSC (TIN 6663003127) with use of the Diadok computer software or Tensor Company LLC (TIN 7605016030) with use of the SBiS computer software – to persons, who are connected to the above software and have accepted the Operator's invitation to use this software, or persons, who have independently invited the Operator to use this software and the Operator has accepted the invitation.



5.7.1.3. Electronic documents shall be issued in the manner and within the terms prescribed in the legislation of the Russian Federation on taxes and duties (invoices), or Regulations (other documents).

5.7.1.4. Upon issuing of electronic documents specified in this section of the Regulations, the Operator shall forward them by means of appropriate computer software of the electronic document management operator.

5.7.1.5. Accounting documents issued and forwarded by the Operator through the electronic document management operator with use of appropriate computer software shall be entered in the books in accordance with laws on accounting and taxes and fees of the Russian Federation.

5.7.2. issuing and forwarding of accounting documents in hard (paper) copy:

5.7.2.1. Documents in hard (paper) copy shall be issued in the manner and within the terms prescribed in the legislation of the Russian Federation on taxes and duties (invoices), or Regulations (other documents).

5.7.2.2. Within 30 (thirty) days following the month when the service has been provided, the Operator shall forward the following documents to persons specified in this section of the Regulations: invoice in duplicate and acceptance act.

5.7.3. Where funds are debited in the manner described in paragraph 5 of the Regulations, the Operator shall issue the acceptance act and the invoice to the Trading Participant by creation of these documents in the Personal Area of the Trading Participant, and mailing of a registered mail to the Trading Participant's address specified during registration.

5.7.4. Upon receipt of hard-copy (paper) documents specified in this section of the Regulations, the Trading Participant within five days shall sign the second copy of the act and return it to the Operator with manager's signature and seal (if available).

5.7.5. Where the Trading Participant fails to return or forward the second copy of the act in due time, the service shall be deemed provided in full, accepted with appropriate quality by the Trading Participant without comments, and payable.

5.8. Irrespective of the way of issuing the documents, acceptance acts and invoices shall be created by the Operator on the day when bidding results are summarized and payment specified in this section of the Regulations is debited.

5.9. For «CIS Country Resident» and «Foreign Country Resident», acts and invoices are issued on general terms but sent upon request.

5.10. If «CIS Country Resident» or «Foreign Country Resident» needs foreign country statutorily required primary source accounting documents it is possible to request it from Operator via electronic mail using email address: [zakupki@etppgb.ru](mailto:zakupki@etppgb.ru) and request the above mentioned documents in the necessary form by attaching the form to the electronic message.

5.11. Requests mentioned in the paragraph 5.10 of Regulations to be considered by Operator within 30 (thirty) days from the date of receiving the electronic message by Operator.

6. REGISTRATION/ACCREDITATION OF INDIVIDUALS AND LEGAL ENTITIES

6.1. In order to have access to organization, implementation and placement of procurement procedures, individuals, private entrepreneurs, and legal entities have to be registered or accredited on ETP.

6.2. Instructions for registration or accreditation on ETP are set forth in the ETP User/Supplier Manual and in the ETP Client Manual, which can be found in the Closed part of ETP.

6.3. Registration or accreditation on ETP for Clients, Organizers and/or Trading Participants is free of charge.

6.4. For trading in the capacity of a Client, an Organizer and/or a Trading Participant, individuals including private entrepreneurs and legal entities must be registered or accredited on ETP and receive Individual Accounts.

6.5. Registration on ETP

6.5.1. The ETP registration procedure consists of two stages.

6.5.1.1. Registration of a new User on ETP;

6.5.1.2. Activation of an e-mail address;

6.5.2. For registration as a new User on ETP, the person/entity shall provide appropriate contact details on ETP for an individual, private entrepreneur or a legal entity, accordingly, on behalf of which the person/entity is registered as a new ETP User.

6.5.3. Information for ETP registration shall be provided by the new User in accordance with the list of fields in the Registration Form.

6.5.4. Registration Form fields marked with the special symbol «\*» and are mandatory to completion.

6.5.5. When registering as a new ETP user, the person/entity shall confirm and agree that he/she has read and accepts terms and conditions of these Regulations; persons/entities - Trading Participants being citizens of or registered in foreign countries also must attach a signed scanned copy of the document as shown in Annex 1 hereto.

6.5.6. Once the Registration Form of the new ETP User is completed and sent to the Operator, the System automatically sends a message requiring e-mail address confirmation, to the e-mail account specified by the User in the Registration Form.

6.5.7. When the message requiring e-mail address confirmation has not been received on the e-mail account, the User shall apply to the Operator through the Technical Support for receipt of the above message.

6.5.8. On the date of confirmation of the e-mail address, the User gets access to PA and registration is deemed completed.

6.5.9. The «limited authorization» status is assigned to the person/entity registered on ETP.

6.5.10. The person/entity registered on ETP with the «limited authorization» status has no access to:

- 6.5.10.1. participation in trading or placement of procurements without DS;
- 6.5.10.2. participation in trading where bid security requirement is established and/or the Client/Organizer requires DS for signing and submission of bids;
- 6.5.10.3. conclusion of the contract in the electronic form through ETP based on trading results, where the Trading Participant is declared the winning bidder.
- 6.5.10.4. publication of procurement procedures without using DS;
- 6.5.10.5. publication of procurement procedures where bid security requirement is established.
- 6.6. Accreditation on ETP.
  - 6.6.1. Accreditation on ETP shall be possible only following the ETP registration procedure.
  - 6.6.2. The ETP accreditation procedure consists of two stages.
  - 6.6.3. Stages of ETP accreditation:
    - 6.6.3.1. Completion and submission of an ETP accreditation application;
    - 6.6.3.2. Review of the ETP accreditation application by the Operator;
  - 6.6.4. It is necessary to have DS for the accreditation procedure.
  - 6.6.5. There is a possibility of verifying the User's DS before completion of the application form for accreditation on ETP.
  - 6.6.6. There is a possibility of checking for information about previous registration on ETP of a person before completion of the application form for accreditation on ETP.
  - 6.6.7. The form of application for accreditation shall be signed and sent in the Closed part of ETP.
  - 6.6.8. In completing an application for accreditation of a legal entity, data specified in details of DS verification key certificate can be automatically filled by ETP tools.
  - 6.6.9. All information in the application for accreditation on ETP shall be filled in by the User according to the list of fields in the accreditation application form.
  - 6.6.10. In order to be accredited as a Client or an Organizer, the following electronic documents shall be provided with the application:
    - 6.6.10.1. Copies of documents attesting powers of a director: an order or decision on appointment or election of the director to position, whereby he/she is authorized to act on behalf of the legal entity without a power of attorney.

6.6.10.2. Copies of documents attesting powers of a person for accreditation and acting on behalf of a Client or an Organizer. Where an application for accreditation is submitted by a legal entity's director, a document on appointment or election of the director to his/her position (resolution, minutes of meeting or extract from minutes), whereby he/she is authorized to act on behalf of the entity without a power of attorney shall be attached to this section. Where another person acts on behalf of the legal entity, an authorization of agent shall be attached to this section with indication of his/her powers to apply for accreditation on ETP GPB in the capacity of a Client or an Organizer, and publish procurement information for needs of the legal entity. The power of attorney must be issued in compliance with the civil procedure laws of the Russian Federation.

6.6.11. For accreditation as a Trading Participant, one of the following types must be chosen: an individual (resident of RF/resident of CIS/resident of a foreign country), a private entrepreneur (resident of RF/resident of CIS/ resident of a foreign country) or a legal entity (resident of RF/resident of CIS/resident of a foreign country).

6.6.12. CIS Country Residents refer to: Republic of Azerbaijan, Republic of Armenia, Republic of Belarus, Republic of Kazakhstan, Republic of Moldova, Republic of Tajikistan, Turkmenistan, Republic of Uzbekistan, Ukraine;

6.6.13. Foreign Country Residents refer to citizens, private entrepreneurs and legal entities of foreign countries, registered under the laws of foreign countries except CIS countries and Russia.

6.6.14. To the accreditation application should be must be attached (in electronic form) following documents, signed by DS:

6.6.14.1. For individuals residents of RF/residents of CIS/residents of foreign contries:

6.6.14.1.1. Copie of identity documents (all pages of the document);

6.6.14.2. For Private Entrepreneurs or Legal Entities residents of RF

6.6.14.2.1. A copy of the extract from the Unified State Register of Legal Entities (for legal entities), a copy of the extract from the Unified State Register of Private Entrepreneurs (for private entrepreneurs) received not earlier than six months before the date of application for accreditation on ETP.

6.6.14.2.2 Copies of documents attesting powers of a director: an order or decision on appointment or election of the director to his/her position, whereby he/she is authorized to act on behalf of the legal entity without a power of attorney.

6.6.14.2.3. Copies of documents attesting powers of a person for accreditation and acting on behalf of a Trading Participant. Where an application for accreditation is submitted by a legal entity's director, a document on appointment or election of the director to his/her position, whereby he/she is authorized to act on behalf of the entity without a power of attorney shall be attached to this section. Where another person (an attorney – DS Owner) acts on behalf of the legal entity, a power of attorney issued to an individual with indication of his/her powers to act on behalf of the legal entity for accreditation and participation in ETP GPB procedures (including submission of bids) shall be attached to this paragraph. The power of attorney must be issued in compliance with the civil procedure laws of the Russian Federation.

6.6.14.3. For Private Entrepreneurs or Legal Entities resident of CIS/residents of foreign countries:

6.6.14.3.1. copies of documents attesting state registration of a legal entity in a foreign country under the laws of the state of registration (extract from a trade registry/ certificate of incorporation, etc.), and containing information about registration, legal address, persons authorized to act on behalf of the legal entity, and received not later than one year before the day of applying for ETP registration (for legal entities);

6.6.14.3.2. copies of documents attesting state registration of a private entrepreneur in a foreign country under the laws of the state of registration (private entrepreneur registration certificate), issued not later than one year before the day of applying for ETP registration;

6.6.14.3.3. copy of a personal identity document containing identification data of an private entrepreneur;

6.7. A Trading Participant, Client, Organizer shall be deemed accredited as from the date of Operator's decision on their accreditation.

6.8. The «authorized» status is assigned to the person/entity accredited on ETP.

6.9. Furthermore, all documents issued and produced in foreign countries shall be legalized (apostilled) and contain duly notarized translation into the Russian language.

6.10. In case of changes need to be mentioned for Trading participant (section «Resident of CIS» or «Resident of foreign countries») participant is able to edit data specified during registration in the PA.

6.11. Applications for accreditation shall be considered by the Operator not longer than within 3 (three) business days from the date of receipt of the application, documents and information required for accreditation on ETP.

6.12. Following the consideration of the application for accreditation, the Operator shall notify the applicant of the decision made on the application for accreditation to the e-mail address mentioned during registration.

- 6.13. When the Operator decides on refusal of accreditation (if the accreditation application is submitted in violation of provisions of these Regulations or the current legislation of the Russian Federation), the notification will contain the name of ETP, application receipt date and time, date and time of decision on refusal of registration/accreditation, and circumstances underlying the decision on refusal of registration/accreditation.
- 6.14. The Operator shall be entitled to reject accreditation on the following grounds:
- 6.14.1. Failure to submit documents and data specified in Regulations;
- 6.14.2. Submission of documents inconsistent with requirements established in these Regulations and the current legislation of the Russian Federation;
- 6.14.3. Contradictions in information and documents specified in Regulations.
- 6.15. Where the Operator decides on accreditation of a Client, an Organizer, a Trading Participant, the Operator shall open full access to the Closed part of ETP for the Trading Entity's User and create PA of the Trading Entity, which can be accessed with use of identification data (login, password) or DS of the Trading Entity's User. Unless otherwise provided for herein, legally significant actions in PA of the Trading Entity are possible only subject to use of DS.
- 6.16. Legally binding actions are possible in PA of the Trading Entity only in case of using DS except cases mentioned in the Regulations.
- 6.17. If the Operator decides on refusal of accreditation, the applicant shall have the right to complete the accreditation application form again for its re-submission to the Operator.
- 6.18. The person, who exercised his/her right to registration/accreditation on ETP, shall be authorized as an Administrator in the System.
- 6.19. Accreditation on ETP shall be provided for three years as from the date of Operator's notifying the Trading Entity of the decision on registration on ETP.
- 6.20. Upon expiration of the accreditation period the Operator shall archive the information about the Trading Entity and store it for at least 10 years, unless re-registration is made with the established term.
- 6.21. When a Trading Entity is excluded from the registry of accredited entities, ETP sends notification of registration/accreditation expiry to e-mail addresses of the Trading Entity's users and to PA of the Trading Entity. Within 10 business days from the day following the date of registration/accreditation expiry, the Operator shall return funds remaining on the Trading Entity's Individual Account to the bank account specified in the account of the Trading Entity, whose registration/accreditation has expired.
- 6.22. The registered Trading Entity shall be re-registered where less than 4 months remain to expiration of registration/accreditation on ETP or the term of registration has expired.

- 6.23. The re-accreditation procedure is similar to that of accreditation; however, PA of the Trading Entity remains. Re-accreditation can be performed at any time including during the previous accreditation validity, but not earlier than 4 months before expiration of the current accreditation.
- 6.24. Where DS changes (except for changes in the organization name or PSRN), the User is not required to be re-accredited.
- 6.25. In the even that information about an individual or a legal entity (including the name, PSRN, TIN, etc.) has changed, this person/entity must be re-accreditation.
- 6.26. In case of change, replacement or invalidation of documents specified herein, the individual or legal entity within 5 (five) days shall send to the Operator through ETP new documents and data, and to notify of termination of ES and issue of new powers of attorney.
- 6.27. Information about the accredited individual or legal entity shall be changed by the Administrator in the PA of the individual's or legal entity's Administrator. In doing so, only data not included in the DS certificate shall be changed.
- 6.28. ETP shall inform the user of the changes made in information about the individual or legal entity by sending a notification to the e-mail address of the individual or legal entity and to PA of their users.
- 6.29. ETP shall maintain information about all changes made in data of the individual or legal entity in the PA.
- 6.30. Additional users with various statuses shall be registered in the Closed part of ETP.
- 6.31. Identification of a Trading Entity and binding of each specific user to this Entity being a legal entity or a private entrepreneur shall be performed based on PSRN and TIN data of the Trading Entity as specified in DS of the User.
- 6.32. Identification of an individual (to be registered (accredited) as an individual) shall be performed by his/her last name, name and middle name + individual TIN specified in DS of the User.
- 6.33. If identification with DS cannot find the Trading Entity in the registry of registered Trading Entities on ETP, ETP shall call the registration application form for registration of the user's power of attorney for operation on ETP on behalf of the relevant Trading Entity.
- 6.34. If identification with DS cannot find an Entity, ETP displays a message on the necessity of registration of a new Trading Entity.



7. TYPES, FORMS AND METHODS OF ELECTRONIC TRADING

7.1. ETP shall ensure organization and implementation of electronic trading using the following types, forms, and methods:

- 7.1.1. Forward auction
- 7.1.2. Reverse auction
- 7.1.3. Competition
- 7.1.4. Request for quotations
- 7.1.5. Request for proposals
- 7.1.6. Positional purchase

## 8. FORWARD AUCTION

8.1. A forward auction (hereinafter, the auction) for a contract means trading where a Client or an Organizer awards the contract to the highest bid.

8.2. The auction shall be carried out by increasing the initial (minimum) contract price by Trading Participants admitted by the Client or the Organizer and recognized as auction participants.

8.3. In course of an auction, bids can be made repeatedly.

8.4. Auction rules shall be established by the Client or the Organizer in the auction documentation.

8.5. Auction organization and holding consist of the following steps:

8.5.1. Publication of the auction notice and auction documents on ETP by the Client or the Organizer. The notice shall contain:

8.5.1.1. auction date and time;

8.5.1.2. scope of the contract;

8.5.1.3. initial (minimum) price of the contract;

8.5.1.4. currency of the contract price;

8.5.1.5. Terms of Reference, specifications;

8.5.1.6. bid increment;

8.5.1.7. bid waiting time during the auction;

8.5.1.8. terms and procedure of making the contract based on auction results.

8.5.2. Trading Participants shall apply for participation in the auction in the electronic form according to rules and requirements of the Client or Organizer as established in the auction notice and documentation (if the latter has been prepared by the Client or the Organizer).

8.5.3. Review by the Client or Organizer of auction applications and publication of application review report, which shall contain:

8.5.3.1. the decision on admission or rejection of participation in the auction;

8.5.3.2. reasons for rejection with indication of auction notice and documentation items, which the auction application is inconsistent with.

8.5.4. Holding of the auction according to rules established by the Client or the Organizer. At the auctioning stage, the initial (minimum) contract price shall be increased by repeated bids from Trading Participants.

8.5.5. Publication of the report on auction results, which has to contain:

8.5.5.1. reasons for rejection of an auction application with indication of auction notice and documentation items, which the auction application is inconsistent with;

8.5.5.2. indication of places taken by auction participants.

8.6. Conclusion of the contract based on auction results:

8.6.1. The paper-based contract in writing shall be made between the Client or the Organizer and the auction winner beyond ETP within the terms and following the procedure established by auction notice and documentation.

8.6.2. In case that the Client or the Organizer requires conclusion of the contract in the electronic form through ETP, then the contract shall be made according to section 20 hereof.

8.7. Where trading is carried out by means (in the form, by the way of) of a forward auction, Trading Participants shall transfer the deposit as a bid security for participation in trading, subject to Client's or Organizer's requirement to deposit established in the procurement notice or procedure documentation, and conclusion of an agreement/contract shall be made according to section 20 hereof, and unblocking, withholding or return of deposits to Trading Participants, transferred as a bid securities for participation in the forward auction shall be made by the Operator according to section 25 hereof.

8.8. Payment for services provided by the Operator shall be collected from the Trading Participant, who bid for a Procurement Lot on ETP and finally was awarded the contract on the basis of a screen form of the final trading (Lot) protocol on ETP after publication of the final report, and if a bid security requirement was established, the payment for services provided by the Operator shall be collected from the Trading Participant who bid for a Procurement Lot on ETP and finally was awarded the contract after confirmation by the Client or Organizer of making such an agreement/contract through ETP functionality, subject to features established in section 25 hereof.

## 9. REVERSE AUCTION

9.1. A reverse auction for a contract means trading where a Client or an Organizer awards the contract to the lowest bid.

9.2. The reverse auction shall be carried out by lowering the initial (maximum) contract price by Trading Participants admitted by the Client or the Organizer and recognized as reverse auction participants.

9.3. In course of a reverse auction, bids can be made repeatedly.

9.4. Reverse auction rules shall be established by the Client or the Organizer in the reverse auction documentation.

9.5. Reverse auction organization and holding consist of the following steps:

9.5.1. Publication of the reverse auction notice and auction documents on the electronic trading platform by the Client or the Organizer. On all occasions, the notice shall contain:

9.5.1.1. reverse auction date and time;

9.5.1.2. scope of the contract;

9.5.1.3. initial (maximum) price of the contract;

9.5.1.4. currency of the contract price;

9.5.1.5. reverse auction step; and

9.5.1.6. bid waiting time during the reverse auction.

9.5.2. Application for participation in the electronic form according to rules and requirements of the Client or Organizer as established in the reverse auction notice and documentation.

9.5.3. Review by the Client or Organizer of reverse auction applications and publication of application review report, which shall contain:

9.5.3.1. the decision on admission or rejection of participation in the reverse auction;

9.5.3.2. reasons for rejection with indication of notice and documentation items, which the application is inconsistent with.

9.5.4. Holding of the reverse auction according to rules established by the Client or the Organizer. At the reverse auctioning stage, the initial (maximum) contract price shall be lowered by repeated bids from the reverse auction participants.

9.5.5. Preparation and publication of the report on reverse auction results, which shall contain:

9.5.5.1. reasons for rejection of a reverse auction application with indication of notice and documentation items, which the application is inconsistent with;

9.5.5.2. indication of places taken by reverse auction participants.

9.6. Conclusion of the contract based on reverse auction results:

9.6.1. The paper-based contract in writing shall be made between the Client or the Organizer and the reverse auction winner beyond ETP within the terms and following the procedure established by reverse auction notice and documentation.

9.6.2. In case that the Client or the Organizer requires conclusion of the contract in the electronic form through ETP, then the contract shall be made according to section 20 hereof.

## 10. COMPETITION

10.1. Competition means trading where a Client or an Organizer decides the competition winner offering best conditions of a contract for delivery of goods, works, or services, based on criteria and evaluation procedure established in competition notice and documentation.

10.2. The competition procedure shall be carried out by submission of contract performance and cost proposals by Trading Participants.

10.3. A Trading Participant shall apply for participation in a competition on once-only basis.

10.4. An application for competition shall contain Trading Participant's consent to deliver goods, works, services conforming to competition documentation requirements subject to conditions specified in the documentation, as well as information about qualitative, technical and functional characteristics of goods, works, or services, and documents and information specified by the Client or the Organizer in the competition notice and documentation.

10.5. Competition rules shall be established by the Client or the Organizer in the competition notice and documentation.

10.6. Competition organization and holding consist of the following steps:

10.6.1. Publication of the competition notice on ETP by the Client or the Organizer. The notice shall contain:

10.6.1.1. date and time of competition (envelope opening, review of bids);

10.6.1.2. scope of the contract;

10.6.1.3. procedure name;

10.6.1.4. initial (maximum) price of the contract;

10.6.1.5. currency of the contract price;

10.6.1.6. competition rules including awarding rules.

10.6.2. Application of Trading Participants for participation in the competition. Application shall be submitted in the electronic form according to rules and requirements of the Client or Organizer as established in the competition notice and documentation, if the same has been published by the Client or the Organizer. Trading Participants shall apply in accordance with the ETP User Manual posted on ETP.

10.6.3. Opening of envelopes with bids by the Client or the Organizer.

10.6.4. Publication of the envelope opening report, which has to contain:

10.6.4.1. names of Trading Participants, who have applied for participation in the competition;

10.6.4.2. list of documents submitted by the Trading Participant with the application for competition;

10.6.5. Review by the Client or the Organizer of bids in accordance with rules established in competition notice and documentation.

10.6.6. Publication of the bids review report, which shall contain:

10.6.6.1. decision on admission or rejection of Trading Participants, who have applied for participation in the competition;

10.6.6.2. reasons for rejection with indication of competition notice and documentation items, which the application is inconsistent with.

10.6.7. Evaluation and comparison of bids in order to identify best contract performance conditions in accordance with criteria and following the procedure specified in the competition documentation, and in conformity with rules established by the Client or the Organizer.

10.6.8. Publication of the bids evaluation report, which shall contain:

10.6.8.1. procedure of bids evaluation and comparison;

10.6.8.2. name of the winning bidder;

10.6.8.3. indication of places taken by other bidders.

10.7. Conclusion of the contract based on competition results:

10.7.1. The paper-based contract in writing shall be made between the Client or the Organizer and the winning bidder beyond ETP within the terms and following the procedure established by competition notice and documentation.

10.7.2. In case that the Client or the Organizer requires conclusion of the contract in the electronic form through ETP, then the contract shall be made according to section 20 hereof.

## 11. REQUEST FOR QUOTATIONS

11.1. A request for quotation means a procedure where a Client or an Organizer decides a Trading Participant offering the lowest cost of a contract for delivery of goods, works, or services as the winner of the request for quotation.

11.2. The request for quotations procedure shall be carried out by submission of contract cost proposals by Trading Participants.

11.3. The contract price shall be offered by a Trading Participant on a once-only basis.

11.4. A quotation shall contain Trading Participant's consent to deliver goods, works, services conforming to notice requirements subject to conditions specified in the notice, as well as information about qualitative, technical and functional characteristics of goods, works, or services, and documents and information specified by the Client or the Organizer in the notice, and the proposed contract price.

11.5. Request for quotations rules shall be established by the Client or the Organizer in the notice and/or documentation of the request for quotations.

11.6. Organization and holding of the request for quotations consist of the following steps:

11.6.1. Publication of the notice on the request for quotations on ETP by the Client or the Organizer. The notice shall necessarily contain:

11.6.1.1. date and time of the request for quotations (envelope opening, review of quotations);

11.6.1.2. procedure name;

11.6.1.3. scope of the contract;

11.6.1.4. rules of the request for quotations.

11.6.2. Submission of quotations by Trading Participants. A quotation shall be submitted in the electronic form according to rules and requirements of the Client or Organizer as specified in the notice.

11.6.3. Opening of envelopes with quotations by the Client or the Organizer.

11.6.4. Review by the Client or Organizer of quotations according to the rules established by the Client or the Organizer for identification of the best contract price.

11.6.5. Publication of the quotations review report, which has to contain:

11.6.5.1. names of Trading Participants who have submitted their quotations;

11.6.5.2. winner name;

11.6.5.3. indication of places taken by other participants.

11.6.5.4. reasons for rejection of a quotation with indication of the notice item, which the quotation is inconsistent with.

11.7. Conclusion of the contract based on results of the request for quotations:

11.7.1. The paper-based contract in writing shall be made between the Client or the Organizer and the winner of the request for quotations beyond ETP within the terms and following the procedure established by the procedure notice and documentation.



11.7.2. In case that the Client or the Organizer requires conclusion of the contract in the electronic form through ETP, then the contract shall be made according to section 20 hereof.

## 12. REQUEST FOR PROPOSALS

12.1. A request for proposals means a procedure of market proposals study, where a Client or an Organizer decides the winner offering the best conditions of contract for delivery of goods, works, or services, based on review of Trading Participants' proposals.

12.2. The request for proposals procedure shall be carried out by submission of contract performance and cost proposals by Trading Participants.

12.3. The contract performance and cost proposals shall be submitted by a Trading Participant on a once-only basis.

12.4. A proposal shall contain Trading Participant's consent to deliver goods, works, services conforming to notice requirements subject to conditions specified in the notice, as well as information about qualitative, technical and functional characteristics of goods, works, or services, and documents and information specified by the Client or the Organizer in the notice, and the cost of the contract.

12.5. Request for proposals rules shall be established by the Client or the Organizer in the notice and/or documentation of the request for proposals.

12.6. Organization and holding of the request for proposals consist of the following steps:

12.6.1. Publication of the notice on the request for proposals on ETP by the Client or the Organizer. The notice shall contain:

12.6.1.1. date and time of the request for proposals;

12.6.1.2. procedure name;

12.6.1.3. scope of the contract;

12.6.2. Submission of proposals by Trading Participants. A proposal shall be submitted in the electronic form according to rules and requirements of the Client or Organizer as specified in the notice. Trading Participants shall apply in accordance with the ETP User Manual posted on ETP.

12.6.3. Opening of envelopes with proposals by the Client or the Organizer.

12.6.4. Evaluation and comparison of proposals in order to identify best contract performance conditions in accordance with rules established by the Client or the Organizer.

12.6.5. Publication of the proposals review report, which has to contain:

12.6.5.1. winner name;

12.6.5.2. indication of places taken by other participants.

12.7. Conclusion of the contract based on results of the request for proposals:

12.7.1. The paper-based contract in writing shall be made between the Client or the Organizer and the winner of the request for proposals beyond ETP within the terms and following the procedure established in the notice.

12.7.2. In case that the Client or the Organizer requires conclusion of the contract in the electronic form through ETP, then the contract shall be made according to section 20 hereof.

### 13. POSITIONAL PURCHASE

13.1. An Positional purchase means a procedure of market proposals study, where a Client or an Organizer decides the winner(s) offering the best conditions of contract for one item, several or all items of the Lot, based on review of Trading Participants' proposals and following the procedure established in the notice.

13.2. The Client or the Organizer shall specify the requirement to submission of proposals by Trading Participants for the Positional purchase, which has to contain the procedure of submission of Trading Participants' proposals for several or all Lot items.

13.3. For the Positional purchase, proposals shall be submitted by Trading Participants in the form of Positional purchase bids.

13.4. A bid for the Positional purchase shall contain Trading Participant's consent to deliver goods, works, services conforming to procurement notice and/or documentation requirements subject to conditions specified in the procurement notice and/or documentation, information about qualitative, technical and functional characteristics of goods, works, or services, and documents and information specified by the Client or the Organizer in the procurement notice and/or documentation, and the price of the contract or Lot items or a part thereof.

13.5. Positional purchase rules shall be established by the Client or the Organizer in the procurement notice and/or documentation.

13.6. Organization and holding of an Positional purchase consists of the following stages:

13.6.1. Publication of the Positional purchase notice on ETP by the Client or the Organizer. The notice shall contain:

13.6.1.1. procurement name;

13.6.1.2. scope of the contract;

13.6.1.3. end date and time for receipt of Positional purchase bids;

13.6.1.4. time of automated prolongation of receipt of Positional purchase bids when a lower price bid is submitted for one item, several or all items of the Lot;

13.6.1.5. evaluation date and time;

13.6.1.6. information about Lot items.

13.6.2. Submission of Trading Participants' bids for the Positional purchase. Bids shall be submitted in the electronic form according to rules and requirements of the Client or Organizer as specified in the procurement notice and/or documentation. Trading Participants shall apply in accordance with the ETP User Manual posted on ETP.

13.6.3. Evaluation and comparison of bids in order to identify the Positional purchase winner(s).

13.6.4. Preparation of the evaluation report, which shall contain information about winning participants of the Positional purchase.

13.7. Conclusion of the contract based on Positional purchase results:

13.7.1. The paper-based contract in writing shall be made between the Client or the Organizer and the Positional purchase winner beyond ETP within the terms and following the procedure established by the procurement notice and/or documentation.

13.7.2. In case that the Client or the Organizer requires conclusion of the contract in the electronic form with use of relevant ETP functionalities, then the contract shall be made according to section 20 hereof.

#### 14. PUBLICATION OF A TRADING NOTICE

14.1. A Client or an Organizer shall publish a notice and select the type, form or method of trading in accordance with the Operator Manual posted on ETP.

14.2. The Client or the Organizer may modify the procurement notice until receipt of bids ends in accordance with the ETP Operator Manual posted on ETP. In this case, those Trading Participants who have submitted their bids shall be notified of such modifications.

14.3. The Client or the Organizer may at any stage abandon the procedure in conformity with the ETP Operator Manual posted in the Open part of ETP. In this case, those Trading Participants who have submitted their bids shall be notified of abandoning the procedure.

14.4. Within one business day after posting of a procedure abandonment notification on ETP, ETP shall automatically unblock transactions on the account of the Trading Participant who has submitted his bid, in regard to funds equal to the bid security, if the security requirement has been specified in the trading notice by the Client or the Organizer, or equal to the payment for Operator services as provided for in section 5 hereof, if the security requirement has not been established by the Client or the Organizer.

14.5. Any Trading Participant shall be entitled to request the Client or the Organizer to clarify provisions of the procedure documentation in conformity with the ETP Operator Manual posted in the Open part of ETP. However, a Trading Participant shall be entitled to maximum three requests per a procedure. The form of request on ETP enables attachment of one or several electronic documents to the request.

14.6. The functionality of sending a request for clarification of procedure documentation provisions shall be available once the trading notice is posted on ETP.

14.7. In response to a Trading Participant's request, the Client or the Organizer shall clarify the documentation provisions, which are available in the register of procedures in the Open part of ETP, as well as in Personal Areas of the Client or the Organizer and other concerned parties specified in the trading notice.

14.8. Upon posting of clarifications of documentation provisions, ETP shall automatically send notifications to the Client or the Organizer and concerned parties specified in the notice.

14.9. ETP prevents deletion or modification of previously posted documents.

14.10. The Client or the Organizer shall be responsible for reliability of information contained in documents and data including for digital signatures, for actions taken on the basis of the specified documents and data, for timely notification of the Operator of modification of documents and data, for replacement or cancellation of the specified documents (including replacement or cancellation of an electronic digital signature).

14.11. The Client or the Organizer shall not have the right to include in trading notice and documentation the bid security requirements providing for other procedure of security submission than that based on the automatic blocking of funds on Individual Accounts of Trading Participants opened by the Operator as determined herein.

## 15. SUBMISSION OF BIDS

15.1. ETP shall provide Trading Participants with functionalities for submission of bids for procedures, which are carried out on ETP.

15.2. A Trading Participant shall prepare and submit his bid in conformity with the ETP User Manual posted in the Open part of ETP.

15.3. The deadline for submission/receipt of bids shall be determined by the Client or the Organizer of the trading procedure in accordance with his needs and/or internal regulations (if any) and shall be specified in the trading notice. The deadline for submission/receipt of bids can be extended or reduced by the Client or the Organizer of the procedure as necessary; in this case, ETP shall automatically notify all registered Trading Participants who have submitted their bids for the procedure.

15.4. A Trading Participant may submit his bid for a trading procedure at any time, beginning from posting of the trading notice on the ETP Website and to the end date and time of bids submission specified in the trading notice and documentation. Unless otherwise provided for herein, an ETP Trading Participant shall submit his bids in the form of electronic documents signed with DS.

15.5. Upon receipt of a bid by ETP, ETP shall block funds on the Individual Account of the Trading Participant, equal to the bid security amount, if the security requirement has been specified in the trading notice, and equal to the amount of payment for participation in trading as provided for in section 5 hereof in the cases specified in these Regulations.

15.6. A bid shall be rejected by the Operator if:

15.6.1. The bid is not signed with DS or signed with DS of a person who is not properly authorized.

15.6.2. Funds for the bid security including a deposit are insufficient, if the security requirement is specified in the trading notice.

15.6.3. There are no funds equal to the payment for participation in trading and/or a tariff has not been paid in the amount specified herein.

15.6.4. The bid has been submitted after the bids submission deadline.

15.6.5. The Trading Participant's registration expires in less than three months.

15.7. A Trading Participant shall be entitled to revoke his bid not later than the bids submission deadline in conformity with the ETP User Manual posted in the Open part of ETP. Within one business day after revoking the bid, ETP shall automatically unblock Trading Participant funds equal to the bid security for participation in trading, if the security requirement has been established by the Client or the Organizer, or equal to the payment for participation in trading as provided for in section 5 hereof, if the security requirement has not been established by the Client or the Organizer.

15.8. Submission of a bid implies the Trading Participant's consent for debiting of funds from his Individual account as a payment for participation in trading if the Trading Participant has been

decided the winner, in the amount specified in section 5 hereof, as well as his consent for debiting of the bid security or the deposit from the Trading Participant's account and its transfer to his Client or the Organizer unless otherwise provided for herein.



## 16. FORWARD/REVERSE AUCTION PROCEDURE

16.1. ETP shall ensure functionality of a forward/reverse auction. Instructions for participation in a forward/reverse auction shall be available in the ETP User Manual posted in the Open part of ETP.

16.2. The Open part of ETP provides every Internet user with the possibility of observing the progress of the forward/reverse auction.

16.3. ETP shall ensure holding of a forward/reverse auction on the set date and in the set time as specified in the notice provided that following the review of bids at least two Trading Participants are allowed to participate in trading. The beginning and the end of a forward/reverse auction as well as the time of receipt of price proposals shall be determined by the time of the ETP hosting server.

16.4. Terms and steps of bids during a forward/reverse auction shall be specified by the Client or the Organizer in the forward/reverse auction notice.

16.5. Trading Participants shall be entitled to bid their contract prices as from the beginning of the forward/reverse auction. During a forward/reverse auction, the bid serial number assigned to each bidder upon submission of the bid shall be displayed in the Closed part of ETP.

16.6. The time remaining to expiration of the bid submission deadline shall be automatically prolonged after receipt of the next contract price proposal.

- 16.7. When submitting a contract price proposal, the user may perform the following actions:
- to check actual information about the forward/reverse auction progress;
  - to enter a new contract price proposal subject to conditions specified in the trading notice; and
  - to put DS and send the contract price proposal.

16.8. When a price proposal is entered, ETP requests confirmation of the entered information and if the information is incompliant with these Regulations and conditions specified in the trading notice displays a warning and rejects the price proposal. When the entered information is confirmed, ETP notifies the user of the made proposal, indicating if the proposal is the best contract price proposal at the moment, or the best proposal of this Trading Participant.

16.9. The initial price shall be lowered or increased by the «forward/reverse auction step» as specified by the Client or the Organizer in publication of the trading notice.

16.10. ETP shall monitor the Trading Participant's input of price proposals during a forward/reverse auction and reject proposals failing to meet the following conditions:

- user authorities for submission of price proposals as stated in the list of roles specified in the user account. The person submitting the bid shall be a Trading Participant's Authorized officer or Administrator.

16.11. A forward/reverse auction bidder cannot submit a contract price proposal equal to or higher/lower (depending on the type, form or method of trading) than the contract price proposal which he/she has submitted before.

16.12. Where the participant submits the contract price proposal equal to that submitted by another participant, the proposal received before other proposals shall be deemed the best one.

16.13. Unless otherwise provided for herein, every price proposal submitted during a procedure shall be signed with DS.

16.14. Following submission of a price proposal, a Trading Participant may submit new price proposal subject to requirements of these Regulations.

16.15. If the contract price proposal is accepted, it shall be included in the register of contract price proposals for this forward/reverse auction.

16.16. Information about the last contract price proposals shall be available in the Open part of ETP.

16.17. If no proposals are submitted after receipt of a last proposal or within the price proposal waiting time specified in the trading notice after beginning of the forward/reverse auction, the forward/reverse auction shall automatically come to the end.

16.18. The forward/reverse auction report shall be posted by ETP in the Closed part of ETP within one hour after completion of the forward/reverse auction.

16.19. The Operator unblocks Trading Participants' funds equal to their bid securities for participation in the forward/reverse auction (in the amount of the participation payment) if upon publication of the forward/reverse auction report they have not participated in the forward/reverse auction.

## **17. BIDS REVIEW AND EVALUATION PROCEDURE**

17.1 ETP shall provide Clients' or Organizers' users with functions for review of bids in conformity with the ETP Organizer/Client Manual posted in the Open part of ETP.

17.2 Bids review terms shall be established by the Client or the Organizer while publishing a trading notice and determined by own needs or internal regulations (if any) of the Client or the Organizer.

17.3 ETP shall keep records of accepted, returned and withdrawn bids. Bids shall be available for review one day after the bids submission deadline established by the Client or the Organizer.

17.4 The Client or the Organizer shall review bids within the terms specified by them in the trading notice.

17.5 Upon review of bids, the Client or the Organizer may create an electronic bids review report by means of ETP, download it to his/her workplace, examine, and where necessary publish it or his/her own version of the bids review report in the appropriate section of the Personal Area of ETP. Instruction for creation and publication of the report is provided in the ETP Organizer/Client Manual posted in the Closed part of ETP.

17.6 ETP prevents a user from sending bids review results in the following cases:

- Where a Trading Participant is refused admittance to bidding, reasons of refusal are not specified;
- An electronic bids review report is not attached;
- According to the role and powers in the user account details, the person sending bids review results is not authorized to do so.

17.7 Upon completion of the bids review, the account of the Trading Participant refused the bidding shall be unblocked with regard to funds in the amount of bid security where the security requirement has been established in the trading notice, or in the amount of the bidding fee where the security requirement has not been established by the trading Client or the Organizer.

17.8 Upon publication of the forward/reverse auction report on ETP, the service of Trading Participants' bids review shall be accessible for the Client or the Organizer.

17.9 The Client or the Organizer shall review bids for their consistency with requirements established in the trading notice and documentation.

17.10 The Trading Participant who has offered the lowest (for a forward auction, the highest) contract price and whose bid is consistent with requirements of the trading notice and documentation shall be declared the winner.

17.11 Upon publication of the trading evaluation report on ETP, accounts of Trading Participants whose bids have been found inconsistent with requirements in the trading notice and

documentation shall be unblocked with regard to funds in the amount of bid security where the security requirement has been established in the trading notice unless otherwise provided for herein, or in the amount of the bidding fee where the security requirement has not been established by the trading Client or the Organizer.

17.12 In case that following the bids review only one Trading Participant has been admitted to bidding, the Client or the Organizer shall be entitled to award the contract to this Trading Participant.

17.13 Upon completion of trading, the Client or the Organizer shall publish the evaluation report. The report shall contain:

- Names of Trading Participants who have submitted their bids;
- Name of the winner;
- Indication of places taken by other participants; and
- reasons for rejection of a bid with indication of the notice item, which the bid is inconsistent with.

17.14 Upon publication of the trading evaluation report on ETP, accounts of Trading Participants whose have submitted their bids shall be unblocked with regard to funds in the amount of bid security where the security requirement has been established in the trading notice subject to considerations set forth in Section 25 hereof, or in the amount of the bidding fee as specified in Section 5 hereof where the security requirement has not been established by the trading Client or the Organizer.

17.15. The Individual Account of the Trading Participant who has been declared the winner shall be debited with the amount specified in Section 5 hereof as the bidding fee.

## 18. PREQUALIFICATION

18.1 Prequalification means a non-trading procedure whereby potential Trading Participants are listed for their subsequent invitation to a limited trading carried out by the Client or the Organizer.

18.2 The prequalification procedure shall involve submission by Trading Participants of their proposals for delivery of goods, works, or services.

18.3 The Client or the Organizer may require price quotations in the Trading Participants' proposals.

18.4 A prequalification application shall contain the Trading Participant's consent to deliver goods, works, services conforming to notice and/or documentation requirements subject to conditions specified therein, as well as information about qualitative and functional characteristics of goods, works, or services, and documents and information specified by the Client or the Organizer in the notice and/or documentation.

18.5 Prequalification rules shall be established by the Client or the Organizer in the notice and/or documentation.

18.6 Prequalification shall be organised and held in the following stages:

18.6.1 Publication by the Client or the Organizer of the prequalification notice on ETP, containing:

18.6.1.1 prequalification date and time;

18.6.1.2 procedure name; and

18.6.1.3 other information.

18.6.2 Application of Trading Participants for prequalification. Applications shall be submitted in the electronic form according to rules and requirements of the Client or Organizer as specified in the notice and/or documentation. Trading Participants shall apply in accordance with the ETP User Manual posted on ETP.

18.6.3 Review by the Client or Organizer of prequalification applications and publication of the prequalification review report, which shall contain:

18.6.3.1 Decision on admission or rejection of Trading Participants for their subsequent invitation to the limited trading carried out by the Client or the Organizer; and

18.6.3.2 Reasons for rejection with indication of notice and/or documentation items, which the Trading Participant's application is inconsistent with.

## **19. BARGAINING**

19.1. For trading using the types, forms, or methods of Competition, Request for Quotations and Request for Proposals, ETP shall enable a bargaining procedure.

19.2. Bargaining shall be carried out after review of bids, but before publication of the evaluation report.

19.3. Bargaining can take place both in presence (in the form of an auction) and in absence (in the form of a competition). Instruction for initiation and publication of bargaining is provided in the ETP Client Manual posted in the Closed part of ETP.

19.4. Bargaining in presence means that trading for the Lot (as for trading in the form of an auction) shall be held with indication of date and time of trading and evaluation.

19.5. Bargaining in absence shall be carried out in the form of a competition with indication of deadlines for submission and review of applications. Trading Participants shall send via ETP new applications with changed price and/or updated commercial proposals by the time established by the Client or the Organizer.

19.6. The bargaining procedure number and name shall be generated automatically and shall contain direct reference to the number of the procedure whereon the bargaining is carried out. The currency and information about the Client or the Organizer shall by default coincide with data of the procedure, a lot of which is bargained over. The lot data shall be transferred without changes from the procedure whereon the bargaining is carried out.

19.7. Trading Participants applied for the lot and admitted by the trading Client or the Organizer to the trading procedure shall receive notifications containing key bargaining parameters. As from publication of the bargaining notice, information about the procedure shall be available for examination to Trading Participants who have applied for the lot and admitted by the trading Client or the Organizer.

19.8. The bargaining procedure can take place an unlimited number of times.

**20. CONTRACT MAKING PROCEDURE**

20.1. ETP shall provide the service for making contracts/agreements based on electronic trading results. This service shall be available only if the trading Client or the Organizer has specified the requirement to making a contract/agreement in the electronic form.

20.2. Where the trading Client or the Organizer has specified the requirement to making a contract/agreement in the electronic form, the contract shall be prepared, coordinated and signed in accordance with the User Manual posted on ETP.

20.3. Within five (5) business days after signing the evaluation report, the Client or the Organizer shall publish a draft agreement/contract through the ETP service.

20.4. The Trading Participant declared the winning bidder, shall sign the contract/agreement within five (5) business days of receiving the draft contract/agreement from the Client or the Organizer.

20.5. Within three (3) days of receiving the contract/agreement signed with DS of the Trading Participant, the Client or the Organizer shall sign the contract/agreement with DS of an officer authorized for signing of contracts/agreements.

20.6. The contract/agreement shall be deemed executed after its signing with DSs of parties in compliance with these Regulations.

20.7. A contract/agreement based on results of a forward auction according to paragraph 8.7 hereof shall be executed as follows:

20.7.1. The written contract/agreement shall be made between the Client or the Organizer of the auction and the Participant beyond ETP but with obligatory confirmation (a mark of making the contract/agreement) through the ETP service.

20.7.2. The Client or the Organizer shall make the contract/agreement with the forward auction winner following the procedure and within the terms established in the forward auction notice or documentation.

20.7.3. The Client or the Organizer of the forward auction shall confirm execution of the contract by publishing of a copy of the signed contract or another document on ETP.

20.8. Where the forward auction Parties fail to take actions for making a contract/agreement within ninety (90) calendar days after evaluation of the forward auction, the Operator shall automatically archive the procedure and unblock the deposit of all Trading Participants if the deposit requirement was established by the Client or the Organizer; in doing so, the Operator shall not charge Trading Participants for participation in trading in compliance with Section 5 hereof.

20.9. Where the Client or the Organizer establishes the requirement for bid securities of Trading Participants in the procurement notice and/or documentation, and the contract based on procurement results is signed through ETP in conformity with this section of the Regulations, the bid securities provided by Trading Participants shall be unblocked as set forth in paragraph 25.8 hereof.

## **21. LIABILITY OF THE PARTIES**

21.1. ETP Users shall be liable in conformity with the current legislation of the Russian Federation for non-fulfillment or improper fulfillment of provisions of these Regulations.

21.2. The Operator shall not be liable for any damage, losses and other harm incurred by a Trading Participant, an Organizer or a Client through their incompliance with these Regulations and in the following cases:

21.2.1. Unavailability of computer equipment with the necessary set of software and hardware, meeting requirements for operation on ETP, with ETP users;

21.2.2. Presence of software and hardware limits and settings in the computer equipment, which have prevented the Participant or the Organizer from full-scale operation of the electronic trading platform;

21.2.3. Non-operability of the computer equipment because of a virus infection (in this case, ETP bans any information from infected computers); and

21.2.4. Networking faults and restrictions as well as software and hardware failures, which have led to unscheduled and unforeseen temporary disconnections from the Internet and prevented full-scale operation of the electronic trading platform.

21.3. The Operator shall not be liable for any damage, losses and other harm incurred by ETP Users due to improper reading of information related to electronic trading platform operation, namely:

21.3.1. Users of organizations registered on ETP as Trading Participants and/or Organizers, Clients are unaware of provisions of these Regulations, neglect and fail to fulfill all requirements and procedures specified herein and effective on ETP that leads to additional, excessive, enhanced and unplanned commitments to other Party and adversely affected the business and goodwill of the Party on ETP.

21.3.2. Rules for storing a digital signature key are infringed, and an official responsible for operation on ETP transfers a DS key to third parties without appropriate powers.

21.3.3. Acts committed on ETP by third parties because of their incompetence and ignorance of these Regulations and the current legislation of the Russian Federation have led to additional, excessive, enhanced and unplanned commitments of ETP Users to other ETP Users.

21.4. The Operator shall not be liable for restricted access to and/or inaccessibility of ETP, caused by a failure in the high-level network on the telecommunications carrier side. However, the terms for elimination of such a restriction of access to and/or inaccessibility of ETP are limited to 7 hours for repairing of failures not related to a fiber-optical cable damage, and 48 hours if related.



## **22. CONFIDENTIALITY**

22.1. The Parties are not entitled to disclose any confidential and/or proprietary information.

### **23. FORCE MAJEURE**

23.1. The Parties shall be exempt from liability for the failure to fulfil their obligations hereunder in whole or in part where this failure results from force majeure circumstances, namely: natural disasters, epidemics, explosions, fires and other emergencies. In such a case, the term of fulfillment of obligations hereunder shall be prolonged in proportion to duration of such circumstances.

23.2. The party affected by force majeure circumstances shall immediately notify in writing the ETP Operator of their occurrence, expected duration and the end of these circumstances, as well as produce evidences of these circumstances.

23.3. Failure to notify or untimely notification of force majeure occurrence shall entail the loss of a right to allege such circumstances.

**24. DISPUTE SETTLEMENT PROCEDURE**

24.1. Where a dispute arises, the Operator, a Trading Participant, or a Client/ Organizer having joined these Regulations shall be deemed its Parties.

24.2. The Parties shall use their best efforts to settle all contradictions or controversial issues arising between them hereunder through direct negotiations, using the complaint procedure, to mutual satisfaction and on the basis of the current legislation of the Russian Federation.

24.3. Every Party may demand judicial settlement of the dispute in accordance with the current legislation of the Russian Federation.

24.4. Disputes arising from the Regulations shall be settled in the Moscow City Arbitration Court.

## **25. OPENING AND MANAGEMENT OF ACCOUNTS FOR BID SECURITY TRANSACTIONS**

25.1. Accounts intended for bid security transactions (hereinafter, Individual Accounts) shall be opened as follows:

25.1.1. Where the ETP Operator makes a positive decision on registration of an individual, a private entrepreneur or a legal entity as the Trading Participant, the Operator shall open an Individual Account for the Trading Participant on the basis of the Registration application submitted by the Trading Participant during ETP Registration procedure. The application text is a component of documents and data submitted for Registration (hereinafter, the Registration application).

25.1.2. The Trading Participant's Individual Account shall be divided into two sub-accounts – the Sub-account of available funds and the Sub-account of blocked funds.

25.1.3 The operator shall open the Trading Participant's Individual Account within one business day after successful Registration of this Participant on ETP.

25.1.4. The Operator shall inform the Trading Participant on opening the Individual Account by sending a notification to his/her Personal Area and to e-mail with indication of the Individual Account details.

25.2. Individual Account management procedure:

25.2.1. The Trading Participant shall himself/herself monitor the balance and the transaction history of the Individual Account on-line.

25.2.2. All Individual Account transactions including those of Trading Participants registered under «CIS Country Resident» shall be conducted in the currency of the Russian Rouble (Currency Code 643/RUB).

25.2.3. Money transferred from any account can be credited to the Individual Account.

25.2.4. Money credited to the Individual Account shall be posted to the Sub-account of available funds.

25.2.5. In cases provided for herein, the Operator shall block funds on the Trading Participant's Individual Account by deducting a sum of money from the Sub-account of available funds of the Trading Participant and simultaneous increasing of the balance on the Sub-account of blocked funds by the same sum.

25.2.6. A Trading Participant classified among small and medium business entities according to the legislation of the Russian Federation shall be entitled to choose a bid security method – either a money transfer or an electronic bank guarantee. The rule provided for in this paragraph shall apply where the Client or the Organizer establishes the bid security requirement as well as a relevant mark is made that only small and medium business entities are entitled to bid.

25.2.7. In cases provided for herein, the Operator shall unblock funds on the Trading Participant's Individual Account by deducting a sum of money from the Sub-account of blocked funds of the Trading Participant and simultaneous increasing of the balance on the Sub-account of available funds by the same sum.

25.2.8. In cases provided for herein, the Operator shall debit the Trading Participant's Individual Account (Sub-account of available funds) and transfer the corresponding amount of money to the Trading Participant's account specified by him/her in the Personal Area, with simultaneous deducting of the amount from the balance on the Sub-account of available funds of the Trading Participant subject to the Trading Participant's request for money transfer with indication of the amount of money. The above debiting/transfer of money shall be made within five business days. However, such a debiting cannot be made if the balance of money posted to the Trading Participant's Sub-account of available funds is less than the amount specified in the request for money transfer.

25.2.9. In cases provided for herein, the Operator shall debit the Trading Participant's account (Sub-account of available funds) with the amount specified in Section 5 hereof and transfer it to the Operator's account (a clearing account not intended for bid security transactions) with simultaneous deduction of the same amount from the balance on the Trading Participant's Sub-account of available funds.

25.2.10. In cases provided for herein, the date of debiting the Operator's account with this amount shall be the money transfer date.

25.3. Transactions on the Trading Participant's Individual Account shall be conducted within the terms established herein as follows:

25.3.1. The Operator shall credit money to the Trading Participant's Individual Account after receipt of information from a credit institution about the corresponding money transfer by the Trading Participant to the Operator's account. Data on receipt of money shall be updated by the Operator every business day.

25.3.2. Depositing of funds for the Trading Participant by a third party irrespective of funds payment purpose (payment for the Operator services, bid security, etc.) shall not be allowed. Where payment order details of the payer contain account details of a person other than the payer as the beneficiary, the Operator shall not credit funds to the Individual Account but return them to the payer based on letter sent by the payer to the Operator.

25.3.3. Where funds received from a Trading Participant are recalled by a credit institution from the Operator's account due to erroneous payment order of the Trading Participant, the Operator shall debit the Trading Participant's Individual Account with the specified amount upon receipt of information from the credit institution about recalling of these funds.

25.3.4. The Trading Participant's Individual Account shall be debited with funds recalled by the credit institution in the following order:

- Funds on the Sub-account of available funds of the Trading Participant,
- Funds on the Sub-account of blocked funds of the Trading Participant.

25.3.5. Within one hour after debiting the Sub-account of blocked funds of the Trading Participant, all bids of this Trading Participant not secured by funds on his/her Individual Account shall be automatically returned by the Operator to the Trading Participant with obligatory notification to this Trading Participant thereof. In this case, the Trading Participant shall be deemed debarred from bidding.

25.3.6. The Operator shall block funds on the Trading Participant's account, based on the bid submitted by him/her not later than one (1) hour after receipt of such a bid.

25.3.7. Funds shall be blocked in the amount of a bid security specified by the Client in a screen-form notice on the electronic trading platform subject to availability of sufficient funds on the Trading Participant's Sub-account of available funds. If the bid security requirement has not been established by the Organizer / Client in the notice, then funds (subject to their availability) shall be blocked in the amount of a bidding fee provided for in Section 5 hereof.

25.3.8. Funds on the Sub-account of blocked funds of the Trading Participant shall be accounted by the Operator separately for every specific procedure and for each procurement lot.

25.3.9. Funds on the Trading Participant's account shall be unblocked in the amount of the bid security for the specific procurement or in the amount provided for in Section 5 hereof.

25.3.10. The Operator shall unblock funds on the account and (if necessary) debit them to the Trading Participant's account in accordance with the Regulations.

25.4. The Operator shall ensure confidentiality in course of opening and management of Trading Participant's accounts in analytical accounting and associated document flow, including in interaction with a credit institution.

25.5. Account management shall be performed in the following order:

25.5.1. The Operator (as well as the credit institution, which the Operator's Account is opened with) shall be neither liable for erroneous or delayed payments of other clearing organizations nor responsible for consequences related to financial position of other clearing organizations.

25.5.2. The Trading Participant shall be responsible for reliability and completeness of data and authenticity of documents presented to the Operator.

25.5.3. The Operator (as well as the credit institution, which the Operator's Account is opened with) shall not be liable for erroneous transfer (non-transfer) of funds due to wrong beneficiary details in the Trading Participant's payment order.

25.6. Based on results of a forward auction conducted in accordance with paragraph 8.7 hereof, deposits of Trading Participants shall be unblocked, deducted and transferred if conditions are met in the following order:

25.6.1. The Operator shall unblock the deposit within one (1) business day:

25.6.1.1. after publication of the forward auction evaluation report – for Trading Participants of the auction, except for Participants one of whom is declared the auction winner and the Participant who takes the second place after the forward auction winner;

25.6.1.2. after confirmation of contract making by the Client or the forward auction Organizer in accordance with paragraph 20.7 hereof – for Trading Participants one of whom is declared the auction winner and the Participant who takes the second place after the auction winner according to the forward auction evaluation report.

25.6.2. Where the Client or the Organizer publishes a contract refusal report for the forward auction winner because of his/her avoidance of making a contract under the terms and conditions published (at the stage of publishing the auction notice and documentation) by the Client or the Organizer, the Operator shall provide the possibility of confirming the written contract with the Trading Participant taking the second place after the forward auction winner.

25.6.3. Where the Client or the forward auction Organizer publishes a contract refusal report for the forward auction winner because of his/her avoidance of making a contract, the Operator shall unblock the deposit of this Participant on ETP and transfers it to the Client or the Organizer, while debiting the Trading Participant's amount with the auction participation fee in the amount specified in Section 5 hereof.

25.7. The rule set forth in paragraph 25.6.3 hereof shall also apply to the Participant taking the second place after the forward auction winner if the contract refusal report is published with regard to this Participant.

25.7.1. The Client or the Organizer shall keep updated the information in PA about bank (payment) details required for transfer of the deposit.

25.7.2. Within five (5) business days (subject to correct bank/payment details provided in PA by the Client or the Organizer) after publication of the contract refusal report for the forward auction winner, the Operator shall unblock the deposit specified in paragraph 25.6.3 hereof Regulations and credit the deposit to the account of the Client or the Organizer.

25.7.3. If the requirement for the forward auction winner to transfer the deposit to the Client's or the Organizer's account is not specified by the Client or the Organizer in the forward auction notice or documentation or otherwise stipulated through the ETP service, the deposit shall be unblocked and remain on the Trading Participant's Individual Account.

25.7.4. If the Client or the Organizer publishes the contract refusal report twice, the forward auction shall be declared void.

25.7.5. The Client or the Organizer shall be responsible in full for publication of the contract refusal report with regard to the Trading Participant declared the forward auction winner.

25.7.6. Where deduction and transfer of the deposit by the Operator to the Client or the Organizer are found unjustified, the Client or the Organizer shall return the entire deposit to the Operator.

25.8. Where the Client or the Organizer in his/her procurement notice and/or documentation establishes the requirement for bid securities of Trading Participants and for the contract to be signed through ETP in conformity with paragraph 20.9 of the Regulations, the bid securities provided by Trading Participants shall be unblocked as follows:

25.8.1. Funds deposited as bid securities shall be unblocked for all Trading Participants, except the Trading Participant declared the winning bidder and the Trading Participant taking second place (if chosen by the Client or the Organizer) after the winning bidder, whose funds are blocked until the Client or the Organizer confirms making the contract based on trading results, or refusal by such Trading Participants of the contract.

25.8.2. The Operator shall unblock the bid security within one (1) business day after confirmation of contract making (refusal of the contract by Trading Participants) by the Client or the Organizer in accordance with paragraph 25.8.3 hereof.

25.8.3. At the stage of executing the contract based on trading results, within one hundred eighty (180) days after publication of the evaluation report the Client or the Organizer shall attach an electronic document signed with DS and confirming execution of the contract with the Trading Participant declared the winning bidder or the Trading Participant taking the second place (if chosen by the Client or Organizer) after the winning bidder, or a document signed with DS and confirming refusal by such Trading Participants of the contract.

25.8.4. If the Client or the Organizer does not act as provided for in paragraph 25.8.3 hereof, funds deposited as the bid security by the Trading Participant declared the winning bidder or the Trading Participant taking the second place (if chosen by the Client or Organizer) after the winning bidder shall be unblocked by the Operator and transferred to their Individual Accounts.



**Annex # 1**  
**to Regulations for organization**  
**and implementation of electronic trading**  
**(hereinafter - Regulations).**

For legal entities/private entrepreneurs

**Application for accession to the Regulations**

\_\_\_\_\_  
(Name of legal entity/private entrepreneur, including legal-organizational form, registration number  
of legal entity/private entrepreneur)

on behalf of

\_\_\_\_\_  
(position – Director/General director)

\_\_\_\_\_  
(First Name and Surname)

acting on the basis of

\_\_\_\_\_  
(the Charter / other document)

in accordance with Article 428 of the Civil Code of the Russian Federation fully and unconditionally joins the Regulations (actual at the signing date), terms and conditions of which are defined by the Operator and published on the website of the Operator at the address: <https://etpgpb.ru/supplier/>. Confirms that became familiar with the Regulations and its Annexes and agree to comply all its provisions.

Position and full name (First Name and Surname) of the head of legal entity/private entrepreneur

\_\_\_\_\_

Signature, date of signing \_\_\_\_\_

Seal of legal entity/private entrepreneur

**to Regulations for organization  
and implementation of electronic trading  
(hereinafter - Regulations),**

For individuals

**Application for accession to the Regulations**

I

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(First Name and Surname)

on behalf of

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(Series and number of passport or other identity document, name of issuing authority, date of issue)

in accordance with Article 428 of the Civil Code of the Russian Federation fully and unconditionally joins the Regulations (actual at the signing date), terms and conditions of which are defined by the Operator and published on the website of the Operator at the address: <https://etpgpb.ru/supplier/>. I confirm that I became familiar with the Regulations and its Annexes and agree to comply all its provisions.

First Name and Surname

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Signature, date of signing

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