

Anti-Corruption Provisions

1. In performing their obligations under the Agreement, the Parties, their employees, representatives, affiliated entities, or intermediaries shall not offer, pay, or authorize the payment of money or any other value, directly or indirectly, to any person, with the intent to influence the actions or decisions of such persons to gain any improper advantage or for other unlawful purposes.

2. In fulfilling their obligations under the Agreement, the Parties, their employees, representatives, affiliated entities, or intermediaries shall not engage in actions that are classified as solicitation of bribery or commercial bribery, commercial bribery, intermediary bribery, giving or receiving a bribe, intermediary bribery, abuse of official position, unlawful reward on behalf of a legal entity, as well as actions that violate the applicable laws and international acts on combating money laundering.

3. Each Party to the Agreement shall refrain from incentivizing the employees of the other Party in any manner, including through the provision of cash, gifts, gratuitous services, or other means not specified herein, that place the employee in a position of dependency and are intended to ensure that the employee performs actions in favor of the incentivizing Party.

4. Actions by an employee in favor of the incentivizing Party are understood to include:

4.1. Granting unwarranted advantages compared to other counterparties;

4.2. 4.2. Accelerating existing procedures;

4.3. Other actions performed by the employee within their official duties but contrary to the principles of transparency and openness in relations between the Parties.

5. Should a Party suspect that a breach of any anti-corruption conditions has occurred or may occur, the Party shall notify the other Party in writing of such circumstances. Upon written notification, the respective Party has the right to suspend the performance of obligations under the Agreement until confirmation is received that no violation has occurred or will occur. This confirmation must be provided within five (5) business days from the date of the written notification.

6. The written notification must cite facts or provide materials that reliably confirm or suggest that a breach of any anti-corruption provisions has occurred or may occur by the counterparty, its representatives, affiliated entities, employees, or intermediaries, as classified by applicable law as giving or receiving a bribe, commercial bribery, as well as actions that violate the requirements of applicable laws and international acts on combating money laundering.

7. The Parties to the Agreement acknowledge the implementation of procedures to prevent corruption and ensure their compliance. The Parties shall

make reasonable efforts to minimize the risk of business relationships with counterparties who may be involved in corrupt activities and shall provide mutual assistance to each other in preventing corruption. The Parties shall also ensure the implementation of procedures for conducting checks to prevent the risk of involvement in corrupt activities.

8. The conditions set forth in this Section are material terms of the Agreement in accordance with Part 1, Article 432 of the Civil Code of the Russian Federation.

9. The Parties acknowledge that their possible wrongful actions and violations of the anti-corruption conditions of the Agreement may lead to adverse consequences, including a downgrade in the counterparty's reliability rating, significant limitations on interaction with the counterparty, and up to the termination of the Agreement.

10. The Parties guarantee the proper investigation of facts presented in the course of performing the Agreement while maintaining confidentiality principles and applying effective measures to eliminate practical difficulties and prevent potential conflicts.

11. The Parties guarantee full confidentiality regarding the execution of the anti-corruption conditions of the Agreement, as well as the absence of negative consequences for the reporting Party and its employees who report violations.