

Annex to B2B-Center System Regulations

Regulations on opening and maintenance of B2B-Center System Members' personal accounts

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Section 1. General provisions

1.1. Scope of Regulations

These Regulations shall establish the procedure as to opening and maintaining personal accounts of the Members of the System (hereinafter - a "Member's Account") to enable their paying for the access to the System and other services provided by the System Operator (hereinafter – the "Operator"), as well as providing a security for the bids submitted under Calls for Bids.

1.2. Compliance obligations

1. By starting to work in the System, a Member thereby undertakes to comply with all provisions of these Regulations.
2. A Member shall be responsible for non-performance or improper performance of the provisions of these Regulations resulting in violation of rights and legitimate interests of the Operator and/or other Members.

1.3. Amendment procedure

1. The Operator shall have the exclusive right to make any amendments and additions hereto.
2. These Regulations may be amended by decision of the Operator.

Section 2. Opening and maintenance of the System Members' personal accounts

2.1. Account opening procedure

1. The following procedure shall apply to opening of the Members' Accounts:
 - a) A Member's Account shall be automatically opened by the Operator in the System upon registration in the System. The Operator shall activate the Member's Account in the System upon the first receipt of funds from the Member.
 - b) A Member's Account shall be divided into Access Fee Account and Bid Security Account.
 - c) Bid Security Account shall be divided into Free Security Funds Sub-Account and Blocked Security Funds Sub-Account.
 - d) The information on the balance of a Member's accounts and sub-accounts, as well as on transactions history, is available in "My Funds" section of a Member's Personal Workspace.
 - e) Accounts opened for the Members shall be maintained in the Operator's analytical records for the duration of a Member's registration.

2.2. Maintenance of the Members' Accounts

1. All transactions in the Members' Accounts shall be performed in Russian rubles.
2. A Member's Account is a personal account established in the Operator's internal accounting and linked to the Operator's current account opened at a credit institution. Any transactions performed by a Member on a Member's Account are actually performed on the Operator's current account and are subject to the provisions of the Federal Law No. 115-FZ "On Countering Legalization (Laundering) of Proceeds of Crime and Combating the Financing of Terrorism" of 07.08.2001 (hereinafter – the "Federal Law No.115-FZ"). The Operator is not a credit institution and shall not provide any banking services. A Member's Account can be used by a Member solely for the purposes established by these Regulations (namely, for the Members' paying for the access to the System and other services offered by the Operator, as well as for provision of a bid security when participating in the Calls for Bids), and is not intended for performing any transactions in any other purposes, included, but not limited to: payments settlement between the Members and the third persons, money depositing on a Member's Account irrespective of the period of such depositing (which means, in particular, crediting funds to a Member's Account with their subsequent withdrawal without performing any transactions on the intended use of a Member's Account between the date of crediting the funds and their withdrawal), minimization of bank charges, as well as making transactions contrary to the Federal Law 115-FZ. In case it becomes known to the Operator that the Member performs any transactions in violation of the provisions of this paragraph on the intended use of a Member's Account, the Operator shall have the right to retain a penalty of up to 10% (ten percent) inclusively of the amount of the latest transaction performed, and, if necessary, to block the transaction until the circumstances are clarified. The rules as to the intended use of a Member's Account shall apply irrespective of what account the funds were credited to a Member's Account from.
3. Credited to a Member's Account can be the money transferred from any bank account of the Member from any credit institutions.
4. Crediting of funds to a Member's Account shall be carried out by the Member. Crediting of funds to a Member's Account by a third person shall be allowed in exceptional cases and only provided that there are sufficient legal grounds confirmed by the relevant documents. At the request of the Operator, the Member shall provide the Operator with the documents and the information confirming existence of the legal grounds for receipt of funds from the third persons.

For the purposes of these Regulations, crediting of funds to an Account of a Member being a natural person from their bank account opened for the Member as a sole entrepreneur (and vice versa) shall be equated to payment from a third person.

5. The Operator shall credit the funds to a Member's Account within the terms established by these Regulations, but a delay of up to 5 (five) business days is allowed.

6. Processing of unidentified funds received to the Operator's account shall be carried out within 5 (five) business days.

7. The funds credited to a Member's Bid Security Account shall be initially accounted in their Free Security Funds Sub-Account.

8. The Operator shall, upon a Member's application, block the funds by reducing the amount of money available in the Member's Free Security Funds Sub-Account, while simultaneously increasing the balance of the Blocked Security Funds Sub-Account by the same amount.

9. The Operator shall unblock a Member's funds by decreasing the amount of funds available in the Blocked Security Funds Sub-Account, while simultaneously increasing the balance of a Free Security Funds Sub-Account by the same amount.

10. In the cases stipulated by the System Regulations, the Operator shall move the funds from a Member's Blocked Security Funds Sub-Account by transferring a respective amount of money to the Organizer's Free Security Funds Sub-Account, while simultaneously reducing the balance of a Member's Blocked Security Funds Sub-Account by the same amount.

11. The Operator may take actions to withdraw, upon a Member's request submitted via the System and based on a signed application for funds withdrawal, the money from a Member's Free Security Funds Sub-Account in the amount not exceeding the balance of non-blocked funds available in the Member's Account.

12. The date of money transfer by the Operator in the cases stipulated by these Regulations shall be the date of debiting the money from the Operator's Account to the Member's bank account specified when generating an application for funds withdrawal, or to the Organizer's current account where stipulated by these Regulations.

13. Any transactions to the funds available in the Member's accounts shall be carried out within the timeframe established by the Operator's regulatory documents, including the System Regulations.

14. At the time of a Member's submitting a bid under a Call for Bids, the Operator shall automatically block the Member's funds in the amount of bid security required for the Call for Bids, and the money shall be transferred to the Blocked Security Funds Sub-Account, which shall be displayed in the Member's Personal Workspace. The above funds cease to be deemed free, and the Member cannot withdraw them or use them for submitting bids under other Calls for Bids.

15. Additional rules of funds blocking may be established by the Organizer of a Call for Bids and applied as agreed upon with the Operator.

16. The funds can be returned from a Member's Account solely to a bank account of the Member submitting a respective application for funds return. Therewith, the Operator shall have the right to decide, on a case-by-case basis, to transfer the Member's funds to the bank details of a third person, provided that available are the documents confirming and justifying legitimacy of money transfer to such third person (including, but not limited to, legal succession, erroneous funds crediting, offsetting counterclaims, etc.). The Operator shall have the right to request from the Member (as well as from the

third person) the documents and information necessary for making decision on transfer of money to the bank details of a third person.

17. The Operator shall be released from the obligation to make a refund from a Member's Account and, accordingly, shall have the right to refuse to make a refund, if:

a) a Member violates the provision of these Regulations, establishing the terms and procedure of refunding;

b) at the time of the Operator's receipt of a Member's application for a refund in respect of the Operator's Account, the Bank of Russia has imposed a moratorium on satisfaction of the Operator's creditors' claims in accordance with the legislation of the Russian Federation;

c) at the time of the Operator's receipt of a Member's application for a refund, the Bank of Russia has revoked (canceled) the banking license of the bank keeping the Operator's Account, on which the funds claimed by the Member for withdrawal are deposited.

2.3. Funds-related transactions in a Bid Security Account

1. Bid Security is blocking of funds in a Member's account as a pledge specified in paragraph 3, Article 23, of the Civil Code of the Russian Federation to secure a Bidder's obligations to enter into a contract under the terms and conditions offered in a submitted bid.

2. Bid security shall be blocked in a Member's Account in the analytical records of the System, unless otherwise expressly provided by the bid documentation.

3. Once the winner of the call for bids is announced, blocking of funds in the accounts of all Bidders, except for the winner, shall be terminated. Where explicitly stipulated by the bid documentation published by the Organizer, after the winner announcement through to a contract conclusion, the funds may be blocked as a bid security in the other Bidders' accounts, including the bidder whose bid was ranked second in the final ranking.

4. When opening and maintaining the Members' accounts in the analytical records of the System and arranging a related document flow, the Operator shall ensure inaccessibility of the information about the amounts of money available in a Member's accounts to any third persons, except for the cases stipulated by the current legislation of the Russian Federation.

2.3.1 Procedure of crediting money to the Members' Bid Security Accounts

1. The cause for crediting money to a Member's Bid Security Account shall be receipt of money from the Member to the Operator's Account as provided for by article 2.2 of these Regulations.

2. The data about receipt of money shall be updated by the Operator three times a day on weekdays, namely, at 10:30; 13:30 and 16:30 (Moscow time).

3. The Operator shall credit the money to a Member's Bid Security Account within 30 minutes, but not later than at 11:00 a.m. of the next business day subject to the provisions of paragraphs 5 and 6 of article 2.2 of these Regulations.

2.3.2 Procedure of money transfer from a Member's Bid Security Account

1. The funds shall be transferred by the Operator in the following cases:

a) a Member has submitted a request for transfer of the funds available in their Free Security Funds Sub-Account to their current account;

- b) there is a respective request by the Organizer of a Call for Bids for which a Member submitted a bid, and the money was blocked in the Member's Blocked Security Funds Sub-Account;
- c) a Member has the right to request the Operator's refunding the funds available in their Free Security Funds Sub-Account. In this case, the requested funds can be refunded by the Operator to the Member's bank account specified in their application for a refund;
- d) the funds available in a Member's Free Security Funds Sub-Account can not be used by such Member for paying for the access to the System.

2.3.3 Procedure of blocking funds in a Member's Bid Security Account

1. The cause for blocking funds in a Blocked Security Funds Sub-Account shall be a Member's performing the actions to transfer the money as a security for participation in a call for bids. For this purpose, a Member shall independently transfer the money from their Free Security Funds Sub-Account to their Blocked Security Funds Sub-Account via the System functionality. Depositing funds as a bid security is possible provided that a respective requirement as to submission of a cash bid security is established by the Organizer in a Bid Notice of a Call for Bids.
2. The cause for blocking funds in a Blocked Security Funds Sub-Account shall be a Bidder's performing the actions confirming familiarity with the terms of the System Regulations and these Regulations, as well as the terms and conditions of a call for bids.
3. Funds can be blocked as a bid security, provided that there is sufficient amount of money in a Member's Free Security Funds Sub-Account.
4. The cause for extending the period of blocking funds in a Bidder's Blocked Security Funds SubAccount shall be the Organizer's actions performed in a Call for Bids to extend the period of blocking the Bidders' funds as a bid security.
5. The cause for extension of a period of funds blocking in the Organizer's Free Security Funds SubAccount and a Bidder's Blocked Security Funds Sub-Account shall be the Bidder's performing the actions indicating occurrence of a dispute regarding the funds used in the System as a bid security.

2.3.4 Procedure of unblocking money in a Member's Bid Security Account

1. Unless otherwise is expressly stipulated by the bid documentation, the funds deposited by a Bidder as a bid security shall be unblocked in the Blocked Funds Sub-Account upon conclusion of a contract with the Bidder announced the winner.
2. The causes for unblocking the funds in a Blocked Security Funds Sub-Account shall be:
 - a) Organizer's refusal to conduct the Call for Bids;
 - b) Bidder's withdrawing a Bid before the time when such withdrawal becomes impossible according to the System Regulations;
 - c) non-admission of a Member to participation in a Call for Bids;
 - d) failure of a Member to submit a bid under a Call for Bids, for securing of which the money was blocked;
 - e) Organizer's publication of the information or the minutes stating the results of the Call for Bids conducted, provided that the Member was announced neither the winner of the Call for Bids, nor any other person, of which the funds shall remain blocked, according to the terms of bid documentation published by the Organizer, as a bid security until the conclusion of the contract following the results of the Call for Bids;

- f) Organizer's placing the information on evasion of the Bidder announced the winner of the Call for Bids from contract conclusion;
 - g) expiration of the blocking period specified in the Bid Notice. In this case, unblocked shall be the funds of all bidders participating in the Call for Bids;
 - h) Bidder's editing or withdrawing a bid within its validity period after bid submission deadline;
 - i) Bidder's submission of a false information or intentional distortion of information or documents, as well as provision of an unreliable information in their bid;
 - j) winner's refusal to provide contract performance security, if there is a respective requirement in the bid documentation.
3. Upon occurrence of a cause for unblocking the funds or transferring the funds to the Organizer's account, the Operator shall consider the relevant application and, if there are no grounds for refusal, shall accordingly unblock such funds or transfer them to the Organizer's account. In this case, application consideration period shall not exceed 2 (two) business days, and the period for unblocking funds or transfer of funds to the Organizer's account after consideration of the application shall not exceed 5 (five) business days.
 4. Unblocking of funds in a Member's Blocked Security Funds Sub-Account and further money transfer to the Member's Free Security Funds Sub-Account shall be carried out automatically according to the Organizer's requirements stated in the Bid Notice. This procedure does not apply to the cases specified in this paragraph 5.
 5. Should there be at least one of the causes mentioned in items f), h), i) or j) of this paragraph 2, the special provisions of paragraphs 5 and 6 shall apply. If there is no dispute between the Organizer and a Bidder (Winner) of the Call for Bids, an application for unblocking the funds in the Bidder's Blocked Security Funds Sub-Account shall be considered, and a subsequent money transfer to the Organizer's Free Security Funds Sub-Account shall be performed after 5 (five) calendar days from the Organizer's posting the information on the above reasons.
 6. Where a dispute arises, in the cases referred to items f), h), i) or j) of this paragraph 2, the Organizer and/or the Bidders shall notify the Operator thereof. In this case, the funds shall remain blocked until the dispute is resolved. In order to gain access to the blocked funds, a Bidder or the Organizer shall provide the Operator with an effective decision by the authorized body to resolve the dispute or a document confirming the fact of the agreements reached. Based on the above decision or document, the Operator shall either:
 - a) unblock the funds in the Bidder's Blocked Security Funds Sub-Account and their transfer to the Organizer's Sub-Account, or
 - b) unblock the funds in the Bidder's Blocked Security Funds Sub-Account.
 7. The Organizer shall lose the right to receive the security deposited by the Bidders, if the Organizer does not summarize the results of the call for bids within the blocking period specified in the bid notice.

2.3.5 Procedure of funds withdrawal from a Bid Security Account

1. A Member's request in the form of application for funds withdrawal shall be made by submitting it to the Operator. The application form is established by the Operator and posted in the Personal Workspace.
2. Application for funds withdrawal shall be submitted via the System functionality and signed by a Member's E-Signature. The application shall be considered within 5 business days.
3. The Operator shall transfer the money within 5 (five) business days after consideration of an electronically signed Member's application or after receipt of the original Member's application

containing a request to transfer the money, if such request is not rejected by the Operator in accordance with paragraph 17 of article 2.2. of these Regulations.

4. The Operator shall have the right to debit the money from a Member's Free Security Funds SubAccount, if:

- the funds deposited by the Member have not been used in any of the methods provided by the System Regulations within 3 (three) years from the date of the last money crediting from the Blocked Security Funds Sub-Account to the Free Security Funds Sub-Account;
- the funds deposited by the Member have not been used within 3 (three) years from the date of their receipt in the Bid Security Account.

2.4. Obligations of the Parties relating to using "Security" service

1. The Operator shall not be obliged to verify a Member's authority to apply for funds reservation, as well as to perform the actions constituting the cause for blocking (termination of blocking, refund, debiting) of security funds. A Member shall be solely responsible for the actions performed by them.

2. The Operator shall have the right to dispose of the funds transferred by the Members under these Regulations, from the time of crediting them to the Operator's current account until the time of their transfer, at a Member's request, from the Operator's current account, or in the cases stipulated by these Regulations. The income obtained from such disposition shall be the property of the Operator. A Member has no right to demand from the Operator to transfer such income to them.

3. The Organizer of a call for bid requiring the Bidders' provision of a cash bid security, shall undertake to timely publish the respective records (results reports) in the System when conducting the call for bids. Basic cash flow activities, including transfers between Members' Sub-Accounts and withdrawal of funds from an Account shall be subject to the fact of publication of the relevant records (results reports) in the System.

4. The Organizer shall enter, not later than the date of funds unblocking specified in the bid notice, the information on the contract concluded as a result of the call for bids in the respective section of the System.

5. The organizer may extend, in the call for bids, the period of blocking the funds of the winner and a reserve winner in case if the blocking period specified in the bid notice turns out not to be enough for conclusion of the contract according to the results of the call for bids.

6. The Organizer may publish in the call for bids, before funds unblocking date indicated in the bid notice, the information on the Bidder's evasion from contract conclusion.

7. The Organizer shall properly process the developments of a call for bids conducted in the System, including reviewing the submitted bids and summarizing the results of the call for bids within the established deadlines.

8. A Bidder shall independently control the timeliness of provision of a bid security and, if necessary, perform the actions aimed at transfer of funds for the purpose of participation in the call for bids.

2.5. Responsibility of the Parties when using “Security” service

1. The Operator shall be responsible for compliance with the time requirements as to funds transfer between a Member’s Sub-Accounts according to the provisions of these Regulations, as well as for compliance with the time requirements as to funds crediting and debiting.
2. The Operator shall not be liable in case of a failure to credit and debit money in a Member’s Security Sub-Accounts due to the reasons beyond the Operator’s control.
3. The Operator shall not be liable for any errors in payment documents or delays in payments committed by a Member, a credit institution or other persons, which resulted in a Member’s incurring losses, and shall not be responsible for the consequences related to the financial position of credit institutions.
4. The Operator shall not be liable for erroneous money transfer (non-transfer) due to incorrect specification of the recipient's details by a Member.
5. The Operator shall not be liable in case of money transfer from a Bid Security Account, which occurred as a result of third persons' obtaining of the Member’s access details or electronic signature means through no fault of the Operator.
6. The Operator shall not be liable in case of a Member’s failure to take or untimely taking actions to block the funds available in such Member’s Free Security Funds Sub-Account to participate in the call for bids.
7. The Operator shall not be liable in case of extension of the term of a call for bids at the Organizer’s initiative and other actions (omissions) of the Organizer, which resulted in extension of the terms of blocking Members’ funds.