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**RULES**

of operation of the State Atomic Energy Corporation Rosatom Corporate Online Store  
for simplified purchasing procedures

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## 1. BASIC TERMS AND DEFINITIONS

**Accreditation** – granting the Customer / Supplier the right to participate in the process of conducting procedures, working in the corporate online store in accordance with the provisions of these Regulations.

**Analyst of normative reference information** – a specialist of ETP who normalizes the positions of Suppliers' price lists (hereinafter-NSI analyst).

**United Electronic Trading Platform (ETP)** – a company that owns the rights to a Corporate online store and the hardware and software necessary for its operation, which provides for the implementation of procedures and other actions of Suppliers and Customers provided for in these Regulations.

**An emergency situation** – a technical failure, DDoS attack, or other situations that led to a complete or partial failure of the Corporate online store.

**EOS-Procurement** – unified industry Procurement system of Rosatom state Corporation – an internal system designed to generate needs and then send it to the Corporate online store of Rosatom group.

**Order** – a proposal addressed by the Customer to the Supplier, formed on the basis of a published request for the delivery of goods, performance of work, provision of services, containing information and data provided for in these Regulations.

**Customer** – an organization of the nuclear industry that is the owner of funds or their legal administrator, whose interests are represented by managers (or their proxies) who are entitled to make transactions (conclude contracts) on its behalf.

**Small volume purchase** – the Customer purchases goods, works, and services specified in the Regulations, instructions, and other documents of the Customer.

**Tap request** – a request for detailed information about a product or service, formed on the basis of the GPP, which the Customer sends to Suppliers who are legally able to supply the required products. The result of the tap request is a sample of the tap provided to the Customer by means of the COS for further analysis and selection of the most favorable conditions for purchasing.

**Request for processing** – item of goods, works, services sent by the Supplier To the Department of reference information for their classification, normalization and further inclusion of items in the Directory of COS items.

**Corporate online store «Rosatom» (COS)** – a corporate online store (hereinafter referred to as COS) located in the Internet information and telecommunications network at the address:

<https://kim-atom.roseltorg.ru/> ensuring the implementation and conduct of procurement procedures and other actions provided for in these Regulations.

**Classifier** – a systematized list of types of goods, works, and services, each of which is assigned a specific code and / or code, and provides the ability to quickly and easily search for positions in the price lists of Suppliers.

**Classification** – the process of systematization of units of goods, works, services by their similarity or difference, selected from the corresponding category (class, subclass, group, subgroup, type) Classifier for the Supplier position.

**Participation fee** – funds that are blocked when submitting a response to a Need as security for the offer for all Participants and that are charged from the personal account of the only Supplier who won the Need.

**The Corporation** – the state atomic energy Corporation Rosatom.

**Personal account (sub – account of available funds)** – an account opened by the Department of attracting and supporting COSS based on the Supplier's application sent to the Department of attracting and supporting COSS during the accreditation procedure in the corporate online store.

**The LSA** – local standard acts of organizations of the nuclear industry.

**NMC** – the initial maximum price of the contract / offer.

**Normalization** – the process of bringing the names of goods, works, and services of a Supplier to a uniform system for describing their main properties and technical characteristics.

**Position processing** – carrying out the procedure of classification and normalization of the position in accordance with these Regulations.

**Department of attraction and support of COS** – the Department of attraction and support of a corporate online store that provides information support to Customers and Suppliers (hereinafter referred to as COS OPS) provided by ETP.

**Offer** – an offer regarding the subject of purchase, which the Supplier provides to the Customer on Need in accordance with these Regulations.

**Normalization fee** – payment from Suppliers for bringing the OPC COS positions of the Supplier's price list in accordance with the reference list of positions, classifier.

**Confirmed order** – an order containing information confirming the acceptance of the order by the Supplier and the Customer.

**Item** – a record about a product, work, or service contained in the item directory, order, or Supplier's price list.

**Supplier** – any individual, individual entrepreneur or legal entity that is registered in the COS and has placed a price list in it and participates in price requests.

**Need** – a procedure in which the Customer sends a request to the Supplier about the cost of goods, performance of works, provision of services, containing information and data provided for in this Regulation, and as a result of which the winner is determined by the participant whose offer is more consistent with the Requirements of the customer's needs and interests.

**Supplier's price list** – a structured list of items reflected by the Supplier about the goods, works, services sold, containing information about the range, prices, characteristics, minimum standards for shipment of goods, works, services, images, descriptions, indicating the possible address (region) of delivery and other information.

**A draft order** – a completed request sent by the Customer to a Supplier whose offer is more in line with the requirements of the Customer's needs and interests, for consideration, study, and approval.

**Registration** – creating a user account in the COS to gain access to your personal account.

**The item directory** – a COS directory containing information about goods, works, and services that can be purchased through its functionality.

**Technical failure** – incorrect behavior of the software or hardware part of the COS. Non-compliance of the COS's behavior with the provisions of this Regulation.

**Enhanced qualified electronic signature (EP)** – an electronic signature confirmed by a certificate from an accredited certification center. This signature is used to identify the person signing the information.

**DDoS attack** – an attack on the COS in order to bring it to failure, that is, creating conditions under which system users cannot access the resources provided by the system or this access is difficult.

## **2. GENERAL PROVISIONS**

2.1. This Regulation defines the processes of conducting small-volume procurement procedures with NMC up to 3 million rubles with VAT in electronic form, as well as defines the conditions for participation of the Parties in these procedures, regulates the relations that arise between them.

2.2. The Regulations are developed in accordance with the Constitution of the Russian Federation, the Civil code of the Russian Federation, Federal law No. 223-FZ of July 18, 2011 «on procurement of goods, works and services by certain types of legal entities», other Federal laws and other regulatory legal acts of the Russian Federation.

2.3. The Requirements Procedure is carried out in order to meet the needs of Customers in goods, works, and services in a timely manner.

2.4. Registration of the Customer and Supplier in the COS is free of charge.

2.5. These Regulations contain the terms of the accession agreement in accordance with article 428 of the Civil code of the Russian Federation.

2.6. This Regulation is a public offer that Suppliers accept by filling out a questionnaire and passing the registration (accreditation) procedure in the COS, which entails full agreement with all the provisions of this Regulation and creates obligations to fulfill them. The consent of the procurement entities to these Regulations is a full acceptance of their terms and conditions, including the appendices in the version in force at the time of registration in the COS.

2.7. Governing documents of procurement procedures low volume HSMC to 3 million rubles in the electronic form placed on a site of purchases «Rosatom» at the address: <http://zakupki.rosatom.ru/?mode=CMSArticle&action=siteview&oid=608&returnurl=&node=af23>.

2.8. The parties that have acceded to the present Regulations, adopt further changes (additions) made to the Regulations, in accordance with the terms hereof.

2.9. Action hereunder may be terminated in the following cases:

2.9.1. violation of the provisions of this Regulation by one of the participants in the process;

2.9.2. by agreement of the participants;

2.9.3. end of registration (accreditation) period) Supplier in COS;

2.9.4. in other cases, established by the legislation of the Russian Federation.

2.10. Termination of this Regulation does not release participants from fulfilling obligations that arose before the specified day of termination of the Regulation, and does not release them from liability for its non-performance or improper performance.

2.11. Making changes and (or) additions in the present Regulations is carried out by the representative of ETP. All current versions of the Regulations must be placed in the "knowledge Base" on the website: [https://www.roseltd.ru/knowledge\\_db/kim/docs](https://www.roseltd.ru/knowledge_db/kim/docs). All changes and (or) additions made to these Regulations that are not related to changes in the current legislation of the Russian Federation come into force and become mandatory from the moment the specified changes and (or) additions are posted in the «knowledge Base» on the site: [https://www.roseltd.ru/knowledge\\_db/kim/docs](https://www.roseltd.ru/knowledge_db/kim/docs).

2.12. All changes and (or) additions made to these Regulations in connection with changes in the current legislation of the Russian Federation come into force simultaneously with the entry into force of changes (additions) to the relevant regulatory legal acts.

2.13. Any changes and/or additions to these Regulations from the moment of entry into force shall apply equally to all participants in processes / procedures that have joined the Regulations, including those who joined the Regulations earlier than the date of entry into force of the changes (additions).

2.14. All appendices, amendments and additions to this Regulation are an integral part of it.

2.15. The amount, terms and procedure for charging normalization fees and participation fees from Suppliers under concluded contracts in the COS are established by these Regulations.

### 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. ETP is obliged to:

3.1.1. Provide COS services in accordance with these Regulations and the current legislation of the Russian Federation through the client-server application of ETP.

3.1.2. Ensure the operation and functioning of the COS in accordance with the procedure established by the current legislation of the Russian Federation and these Regulations.

3.1.3. Ensure the continuity of the requirements, the reliability of the software and hardware used for the requirements, as well as ensure equal access to Suppliers and Customers to the needs carried out in the COS, depending on their role.

3.1.4. From the moment of confirmation of accreditation (re-accreditation) in the COS as a Supplier, provide the Supplier with access to participate in all needs held in the COS, confirm orders and conclude contracts (<https://www.roseltorg.ru/kim/atom>).

3.1.5. From the moment of registration of a legal entity in the COS as a Customer, provide the Customer with access to the functionality for posting information about needs and orders.

3.1.6. To ensure that accredited Providers in accordance with these Regulations.

3.1.7. Provide the procedure for participation in Needs and orders to registered / accredited parties to these Regulations who have rights in accordance with the authority granted to them.

3.1.8. Provide the ability to view data on non-confidential needs for unregistered users through the open part of the COS.

3.1.9. Charge a Commission for participation from the Supplier who provided the best offer in response to the need, at the time of conclusion of the contract sent by the Customer. The participation fee is the payment for winning the Game. The fee for each concluded contract is 1% of the amount of the concluded contract, but not more than 5,520 (five thousand five hundred and twenty) rubles, including VAT. The fee includes the amount of value added tax at the 20% tax rate.

3.1.10. Block available funds on the personal account (sub-account) The amount as security for the offer at the time of the Supplier's response to the Request, equal to the participation fee charged to the Supplier at the time of conclusion of the contract in accordance with clause 3.1.9 of these Regulations.

3.1.11. In the absence on the personal account (sub-account available funds) Vendor amount sufficient for submission of an offer, to accept Vendor's offer with the ability to authorise the Supplier to the extent specified in clause 3.1.9 hereof, with a negative balance, and transmit



the offer for consideration to the Customer, provided that the account balance is greater than zero. In this case, the negative balance on the personal account (sub-account of available funds) The supplier must not exceed the amount specified in clause 15.10.3 of these Regulations.

3.1.12. Charge a fee from the personal account (sub-account of available funds) Supplier for normalization of the Supplier's price list by the NSI analyst in the amount of 100 (one hundred) rubles for one position of the application at the time when the Supplier sends the NSI analyst an application for normalization. The fee includes the amount of value added tax at the 20% tax rate. By submitting a request for processing a position, the Supplier agrees to the unconditional debiting of funds from its personal account (sub-account of available funds). Independent maintenance of the price list by the Supplier is carried out according to the reference list of items.

3.1.13. Stop blocking (unblocking) funds blocked on the personal account (sub-account of available funds) In accordance with clause 3.1.10 of these Regulations, if the Supplier decides to withdraw the offer. Funds are subject to unblocking at the time of withdrawal of such an offer by the Supplier.

3.1.14. Stop blocking (unblocking) funds blocked on the personal account (sub-account of available funds) Provider, in accordance with section 3.1.10 hereof, if upon review of the offer by the Customer to such Supplier has not been selected for the contract. Funds are subject to unblocking when the order is transferred to the archive.

3.1.15. Do not re-block funds on the personal account (sub-account of available funds) The supplier, in accordance with clause 3.1.10 of these Regulations, when submitting an offer by the Supplier as a response to the Customer's Need to reduce the price.

3.1.16. In accordance with the procedure provided for in clause 15.12.1 of these Regulations, set:

3.1.16.1.the vendor selected for the order confirmation on the outcome of his offer by the Customer, the act of services rendered and an invoice for the amount of fees for participation, which is the charge for victory in Need, in the amount specified in clause 3.1.9 hereof, at the time of confirmation of the order sent by the Customer, or in the cases specified in clause 3.2.3 of this schedule, on the next working day after the specified in this paragraph;

3.1.16.2.to the Supplier who sent the request for normalization to the NSI analyst, the act of services rendered and the invoice for the amount of the normalization fee provided for in clause 3.1.12 of these Regulations at the time of sending the request for processing.

3.1.17. Check the availability and compliance with the requirements of these Regulations of documents required for accreditation and registration of COS users.

3.2. ETP has the right to:

3.2.1. Dispose of funds deposited by the Supplier as security for the offer in accordance with these Regulations.

3.2.2. In the case specified in clause 15.10.2 of these Regulations, carry out an additional check.

3.2.3. Do Not allow the Supplier to further participate in the needs of Customers, if there are no available funds or there is a negative balance on the personal account (sub-account of available funds) Provider's.

3.2.4. Charge a Commission for participation from the personal account (sub-account of available funds) Suppliers blocked as security for the offer, in accordance with clause 3.1.10 of these Regulations, if the order was not confirmed by both parties, or was not rejected by one of the parties, after the expiration of:

3.2.4.1. 7 (seven) calendar days from the date of transfer of the draft order for approval to the Supplier;

3.2.4.2. 14 (fourteen) calendar days from the date of transfer of the draft order for approval to the Customer.

3.2.5. If the funds for debiting the participation fee specified in clause 3.1.9 of these Regulations are on the personal account (sub-account of available funds) It is not enough for the supplier to charge the participation fee specified in clause 3.1.9 of these Regulations at the first replenishment of the Supplier's personal account for an amount sufficient to deduct the participation fee. At the same time, ETP debits the participation fee specified in clause 3.1.9 of these Regulations, from the personal account (sub-account of available funds) If there are no funds on the Supplier's personal account, the balance will be negative until the corresponding account is topped up. When adding funds to the account, the funds will be used to pay off the debt on the negative balance.

3.2.6. Unblock the Supplier's funds blocked on the personal account as security for the offer, if the order was rejected by the Customer or the Supplier.

3.2.7. At the time when the Supplier sends the regulatory and reference information to the analyst of the request for processing, write off funds from the personal account (sub-account of available funds) Supplier in the amount of the normalization fee provided for in clause 3.1.12 of these Regulations.

3.2.8. Do not accept a request for normalization if there are insufficient funds on the personal account (sub-account of available funds) The supplier until the funds are credited in the amount specified in clause 3.1.12 of these Regulations.

3.2.9. Perform Routine maintenance and make changes to the COS to ensure the quality of services provided. ETP determines the specific date and time of Routine maintenance works independently, but with mandatory notification of the users of the COS by placing information in the open part of the COS with the exact date and time of their start and end.

3.2.10. Carry out restoration work in the event of emergency situations that lead to the inability to access the COS, namely:

- technical failure;
- DDoS-attack;
- other emergency situations.

3.2.11. In case of emergency situations in the COS, ETP independently determines the time and date of the start and end of work to eliminate the emergency situation, but with mandatory notification of THE COS users. If the specified conditions are met, for the period of routine Maintenance and restoration work, ETP has the right to refuse actions related to the placement and conduct of services.

3.2.12. Perform other actions that do not contradict the current legislation of the Russian Federation and these Regulations.

3.3. When submitting an offer the Supplier shall:

3.3.1.1. If, as a result of deduction (debiting) of funds as a Commission for participation provided for in clause 3.1.9 of these Regulations, the Supplier's account balance has become negative, pay off the debt to ETP within 3 (three) business days from the date of debiting the fee.

3.3.2. Use only the software provided for in these Regulations when accessing the COS address on the Internet using one of the most common web browsers, including Internet Explorer 8.0 and higher, Mozilla FireFox 12.0 and higher, Google Chrome 28.0 and higher, Opera 18.0 and higher, Safari 5.0 and higher. Modification of the code of the client part of the ETP application and / or use of special software and hardware is not allowed.

3.3.3. Do not allow the submission of offers in violation of the procedure provided for in the Regulations.

3.3.4. Do not allow the Supplier's equipment to transmit meaningless or useless information that creates a parasitic load on the server part of the ETP application.

## **4. ACCREDITATION OF ORGANIZATIONS**

4.1. To ensure access to the organization, conduct, and placement of needs and offers, the organization must pass accreditation.

4.2. To participate in the placement of offers as a Supplier, the organization must have the appropriate accreditation in the COS.

4.3. To accommodate the needs and orders as Customer's organization needs to obtain the appropriate accreditation in KIM.

4.4. The procedure for obtaining accreditation and registration consists of two stages:

4.4.1. Registration of a new user in the COS and activation of the email address;

4.4.2. Submitting an application for accreditation of an organization in the COS as a Customer or Supplier.

4.5. When applying for accreditation of an organization that was not previously accredited in the COS, the user must indicate:

4.5.1. Full name of the organization;

4.5.2. TIN of the organization;

4.5.3. User Data: last name, first name, patronymic, email address, phone number, time zone, username, password.

4.6. The application for accreditation will be considered after confirmation of the email address. The activation code (confirmation) will be contained in an email sent to the email address specified when filling out the application for accreditation of the organization.

4.7. When clicking on the link from the email, the user also specifies the legal address, postal address and Bank details. Other information in the organization's accreditation application is filled in by the user according to the list of fields in the accreditation application form.

4.8. To receive accreditation as a Customer as part of the application should send electronic copies of the following documents:

4.8.1. Copy of extract from the unified state register of legal entities (for legal persons), copy of extract from unified state register of individual entrepreneurs (for individual entrepreneurs) obtained no earlier than six months prior to the day of filing an application for accreditation.

4.8.2. Copy of passport (for individuals).

4.8.3. Copies of documents confirming the authority of the head (for legal entities) – a decision on the appointment or election of a person to a position in accordance with which such person has the right to act on behalf of the organization (hereinafter – the head). If a different

person acts on behalf of the Customer, power of attorney is also submitted, indicating the right to publish information about placing an order for the supply of goods, performance of works, provision of services for the needs of the organization on behalf of the Customer, certified by the organization's seal and signed by the head or an authorized person. If the power of attorney signed by a person authorized by the supervisor, must be submitted copy of the document confirming powers of the person, stamped by organization and signed by the head of the organization.

4.9. Applying for accreditation in KIM is performed independently in a private office.

4.10. For accreditation as a Provider must choose a type of organization, different organizational and legal form: the legal entity (registration in Russia/other countries), physical person (registered in the Russian Federation/other countries), or an individual entrepreneur (registration in Russia/other countries). During accreditation, you must also indicate your affiliation with small and medium-sized businesses. Application form for accreditation are attached the following documents:

4.10.1. The application for registration.

4.10.2. Application for opening an account.

4.10.3. A Copy of an extract from the unified state register of legal entities (for legal entities), a copy of an extract from the unified state register of individual entrepreneurs (for individual entrepreneurs), received no earlier than 6 (six) months before the date of applying for accreditation.

4.10.4. A copy of constituent documents (for legal entities).

4.10.5. Passport copy (for individual entrepreneurs and other physical persons).

4.10.6. Copies of documents confirming the authority of the head (decision on the appointment or election of a person to a position in accordance with which such person has the right to act on behalf of the organization), certified by the organization's seal and signed by the head or an authorized person (for legal entities).

4.11. The List and completeness of documents must be sent as part of the application for accreditation as a Supplier to the COS.

4.12. When forming applications for accreditation in the COS, it is possible to save data in a draft, for subsequent correction and sending it for consideration to the COS OPS. Return to the saved data of the application for accreditation is performed automatically when logging in to the user's personal account, using the username and password specified by the user when registering the account.

4.13. When submitting an application for accreditation, the Supplier agrees to unconditionally debiting funds from its personal account (sub-account of available funds), in the

amount of a fee, in accordance with clauses 3.1.9, 3.1.12 of these Regulations, and also confirms familiarization with the Regulations and working conditions in the COS.

4.14. Consideration of applications for accreditation is carried out by a specialist of the COS OPS within no more than 5 (five) business days from the date of acceptance of documents and information required for accreditation (applications for accreditation).

4.15. As a result of consideration of the application for accreditation, a notification is sent to the organization's email address about the decision made by the COS OPS specialist regarding such an application for accreditation.

4.16. In the case of adoption specialist OPS KIM's decision to deny the accreditation (if accreditation application form issued with violation of the provisions hereof or applicable law), the notification contains the name of the corporate online store the date and time of receipt of the application, the date and time of the decision on refusal in accreditation, grounds for refusal of accreditation.

4.17. The COS OPS refuses accreditation:

4.17.1. If the organization fails to provide the documents and information specified in clause 4.8, clause 4.10 of these Regulations.

4.17.2. In case of submission of documents that do not meet the requirements established by the legislation of the Russian Federation and the provisions of these Regulations.

4.18. In case of acceptance by the specialist of OPS KIM of the decision on accreditation of the Customer/The COS OPS provider gives the user full access to the COS, creates a personal account, which can be entered using identification data (username, password).

4.19. If the COS OPS specialist decides to refuse accreditation, the organization has the opportunity to re-fill out the application form for re-sending.

4.20. If the COS OPS specialist makes a decision on the Supplier's accreditation, after confirming the application for accreditation, a package with data on the accredited organization is transmitted from the COS to the EOS-Procurement.

4.21. The person benefiting from the right to undergo the procedure of accreditation, has a further status of «Administrator».

4.22. Accreditation in KIM as a Provider is available on an ongoing basis since the OPS KIM notice of the decision on accreditation in KIM to the Supplier.

4.23. Accreditation in the COS as a Customer is provided on a permanent basis from the moment the COS OPS sends notification of the decision on accreditation in the COS to the Customer.

4.24. An Organization that has received Supplier accreditation in the COS has the right to participate in all needs held in the COS.

4.25. If the organization's name, TIN, or OGRN is changed, the organization must undergo a re-accreditation procedure.

4.26. The Organization must immediately send new documents and information to the COS OPS in the event of changes, replacement or termination of the documents provided for in these Regulations.

4.27. Changes to information about an accredited organization are made by the Administrator in the personal account of the organization's Administrator.

4.28. Registration of new users of already accredited organizations is carried out by submitting an application for registration.

4.29. When applying for registration, the new user shall state:

4.29.1. E-mail address;

4.29.2. Password;

4.29.3. When registering, the user confirms consent to the processing of personal data, the fact of familiarization with the privacy policy.

4.29.4. The application for registration is considered by the specialist OPS KIM after confirming your email address. The activation code (confirmation) will be contained in an email sent to the email address specified when filling out the application for registration of a new user.

4.30. To activate e-mail, the user must specify the following information: full name, phone number, time zone, TIN of the organization.

4.31. Binding of each specific user to an organization accredited in the COS is carried out according to the organization's TIN.

4.32. If the organization is not found during identification by TIN, the system displays a message about the need to pass the accreditation of the new organization in the COS.

4.33. As a result of consideration of the registration application, a notification of the decision taken in relation to such a registration application is sent to the user's email address.

4.34. If the COS OPS specialist (or the organization's administrator) makes a decision to refuse registration, the COS OPS specialist (the organization's administrator) prescribes the reason for rejection, if the user was added to the organization independently. If the user was added by an OPS KIM specialist, then if the OPS KIM specialist decides to refuse, the user is automatically assigned standard roles. The user can re-fill in the application form to send it again.

## **5. PRINCIPLES OF WORKING IN A CORPORATE ONLINE STORE**

5.1. The purpose of publishing a need through the COS is for the Customer to receive offers from Suppliers about the cost of goods, performance of works, and provision of services, followed by selecting a Supplier and forming an order.

5.2. To ensure and maintain the classifier and the reference list of positions in an up-to-date and stable state, the Department of reference information management approves the appropriate instructions and guidelines for using the COS functionality. All current instructions and guidelines for using the COS functionality, as well as guidelines for normalizing the Reference list of positions, are posted in the «knowledge Base» on the site: [https://www.roseltorg.ru/knowledge\\_db/kim/docs](https://www.roseltorg.ru/knowledge_db/kim/docs).

5.3. In order to comply with the Regulations when working in the COS, Suppliers and Customers are required to perform the necessary actions in a timely manner (in accordance with these Regulations) to transfer the procedure to the next stage.

5.4. The Exchange of information between the Customer and the Supplier, sending requests, receiving offers, placing an order by e-mail, telephone, postal or other means of communication, excluding COS, is not allowed.

5.5. Actions (omissions) committed by the Supplier or Customer in the COS are recognized as actions of the relevant Supplier or Customer and give rise to the corresponding rights and obligations for him.

5.6. Information about the procedures performed is indicated in Russian, except for cases when the use of Cyrillic alphabet characters leads to distortion of the published information (email address, website, etc.). in this case, the use of Latin alphabet characters is allowed, and digital details are displayed in Arabic numerals.



## **6. RULES OF WORK IN THE CORPORATE ONLINE STORE**

6.1. The procedure in the form of a need for COS is understood as a purchase in which the Customer sends a request for the cost of goods, performance of works, provision of services to Suppliers. On the basis of Supplier offers provided within a period not exceeding the period specified in the publication of the procedure by the Customer, the Customer selects the Supplier, and, if it meets the Customer's requirements, enters into a corresponding contract for the supply of goods, performance of works or provision of services.

6.2. The procedure of publishing Needs carried out by the Commission of the actions provided for in this Regulation in two phases, which include: first stage – formation Requirements on the basis of the AGM-procurement, the direction of the Needs of the EOS-procurement to KIM, receipt of Offers from Vendors, unloading of vendor proposals, request for price reduction to Suppliers, selection of winner, request for lower prices with information about beneficiaries to the winner; the second stage – placing an order, sending to the EOS-procurement a selection of offers indicating their initial prices and final prices, transmitting from the EOS-procurement to the COS a Protocol on the selection of the winner, creating a draft agreement in the COS to the Winner, receiving from the EOS-procurement a contract for conducting purchases in the COS for signing, transmitting information about the signatories to the EOS-procurement.

6.3. The selection of items of the necessary goods, work, and services for the purchase is made by the Customer by processing the request and transmitting a selection of the existing COS TCH database to the EOS-purchases. The selection is formed according to the following parameters:

6.3.1. If the request passed a sign that analogs are not considered, then the selection must be formed according to the following conditions:

6.3.1.1. the offer corresponds to the material provided in the request;

6.3.1.2. match the unit of measure delivery;

6.3.1.3. the same as the delivery address;

6.3.1.4. it is possible to supply in the requested quantity.

6.3.2. If the request indicates that the offer of analogues is acceptable, the selection must be formed according to the following conditions:

6.3.2.1. the final category of the offer corresponds to the category specified in the request;

6.3.2.2. match the unit of measure delivery;

6.3.2.3. technical characteristics match (attribute composition);

6.3.2.4. the same as the delivery address;

6.3.2.5. it is possible to supply in the requested quantity.

6.4. The selection of offers should include offers from Suppliers only from current price lists.

6.5. The results of the selection of positions are available to the Customer in the form of a list of positions with information from the Suppliers' price lists provided for in clause 9.7 of these Regulations. The positions selected by the Customer based on the results of the selection of positions are the basis for forming the Need through the COS. The customer has the right to specify priority items in the Request.

6.6. It is Not allowed for the Customer to include items belonging to different nomenclature groups of the Classifier in the list.

6.7. The need contains the following information:

6.7.1. name of the product, work, service from the List of items and its description, characteristics;

6.7.2. unit of measurement;

6.7.3. the quantity of goods, works, services;

6.7.4. minimum rate of shipment of goods, work, services;

6.7.5. the cost of goods, works, services with the indication of value added tax, in accordance with the price per unit of goods specified in the Supplier's price list;

6.7.6. place (address) and terms of delivery (delivery of goods, performance of work, provision of services);

6.7.7. payment terms and conditions;

6.7.8. special conditions, comments (if necessary);

6.7.9. term of delivery of goods, performance of work, rendering of services;

6.7.10. term of sending the offer to the customer.

6.8. In the Customer's needs form, prices from the price lists of all Suppliers of the selected goods, works, and services are indicated.

6.9. The customer sets a deadline for bids on the publication requirements, which shall not be less than 2 (two) working days from the date of need.

6.10. After forming the need, the Customer sends it to the Suppliers via the COS.

6.11. Sending and carrying out a request does not give rise to an unconditional obligation for the Customer to conclude a contract with one of the Suppliers who sent their offer. The customer has the right to accept one of the received offers or reject all received offers.

6.12. Suppliers who have received a request have the right to agree with it and provide information in accordance with clause 6.14 of these Regulations.

6.13. The Supplier must submit an offer in response to the need for all priority items specified by the Customer, for other items that are not priority, the offer is submitted at the discretion of the Supplier.

6.14. The supplier in the offer must fill in the appropriate cells of the form containing the following information:

6.14.1. price per unit of goods, works, services, including value added tax;

6.14.2. the shipping cost of the order with respect to value added tax;

6.14.3. order, conditions and cost of delivery of the goods;

6.14.4. actual time of delivery of the goods, performance of work, provision of services, but not later than the date specified by the Customer;

6.14.5. special conditions, Supplier's comments (if necessary).

6.15. A supplier that has submitted an offer in accordance with clause 6.13 of these Regulations has the right to refuse to submit an offer, within the period established by the Customer to respond to the Supplier's need in accordance with clause 6.9 of these Regulations.

6.16. When considering offers submitted in accordance with clause 6.13 of these Regulations, the Customer has the right to send a request to reduce the price and provide information about the beneficiaries to the Suppliers with an indication of the response time to such a request.

6.17. Suppliers who have received a request for a price reduction may agree to it and provide information about the reduced offer in accordance with clause 6.14 of these Regulations, information about the beneficiaries, within the period established by the Customer to respond to the request for a price reduction in accordance with clause 6.16 of these Regulations.

6.18. Based on the results of reviewing the offers and information about the beneficiaries, the Customer independently selects the Supplier whose offer meets the requirements of the Customer's needs and interests to a greater extent, then forms a draft order and sends it to this Supplier for confirmation.

6.19. If the information provided by the Supplier about the beneficiaries, in accordance with clause 6.17 of these Regulations, is not up-to-date, the Customer confirms that the information provided by such Supplier is not up-to-date and proceeds to form a draft order with the Supplier next in the ranking.

6.20. The pre-order form contains the following information:

6.20.1. order number;

6.20.2. Supplier's name and TIN;

6.20.3. Customer's name and TIN;

- 6.20.4. order status;
- 6.20.5. date of order creation;
- 6.20.6. price per unit of goods, works, services, including value-added tax for each item;
- 6.20.7. quantity of goods, works, services for each item;
- 6.20.8. the cost of goods, performance of work, provision of services for each item, including value-added tax;
- 6.20.9. place (address) and date of delivery (delivery of goods, performance of work, provision of services);
- 6.20.10. special conditions (if necessary);
- 6.20.11. draft contract for the supply of goods, performance of work, provision of services (if necessary);
- 6.20.12. payment and delivery terms;
- 6.20.13. the cost of delivery subject to the value added tax;
- 6.20.14. the total cost of the order with respect to value added tax.
- 6.21. Upon receiving the draft order, the Supplier reviews it and makes one of the following decisions: confirms the draft order or rejects it.
- 6.22. The Supplier is obliged to make a decision and inform the Customer about the draft order within 2 (two) business days from the date of sending the draft order by the Customer.
- 6.23. When you reject a draft order, the Supplier is obliged to provide reasoned reasons and grounds for rejection of the order.
- 6.24. If the Provider accepts the terms of the order, he takes the order, prepares, confirms its functionality by KIM within a period not later than 2 (two) working days of its receipt, and sends an order confirmation to the Customer.
- 6.25. No more than 2 (two) orders can be created for one need. If the 1st (first) order was not approved by the Supplier or the Customer, the Customer can create the 2nd (second) order. If the 2nd (second) order is not approved by the supplier or customer, then you can no longer create orders for this need – the need goes to the status “Waiting for termination protocol”. To successfully complete the purchase, you must create a new requirement.
- 6.26. The Customer has the right to confirm or reject an order confirmed by the Supplier with a reasoned reason for rejection, in which case the Customer does not bear any responsibility to the Supplier.
- 6.27. Supplier and Customer may not amend a confirmed order by both parties, with the exception of information relating to the status of the order, and the information (copies of

documents) confirming the fact of delivery of goods, performance of works, rendering of services for the Customer.

6.28. The order Form issued and confirmed by the Supplier and the Customer is the basis for concluding the relevant agreement, as well as an Appendix to it.

## **7. CLASSIFIER**

7.1. The COS Classifier is based on data from the all-Russian classifier of economic activities (OKVED 2) and the all-Russian product classifier (OKPD 2).

7.2. The Classifier consists of categories. At the same time, each lower category contains a set of characteristics (attributes) intended to describe the properties of the product (work, service) belonging to the specified category.

7.3. NSI Analysts are required to keep the Classifier up-to-date and review Vendor requests for changes or additions.

7.4. The Supplier has the right to initiate the process of changing the Classifier category in terms of adding, deleting or changing the category characteristics.

7.5. The analyst of MDM considers the application received for a change in the characteristics of the documents within 5 (five) working days.

7.6. The NSI Analyst has the right to change the characteristics of the Classifier category proposed by the Supplier.

7.7. The NSI Analyst has the right to refuse to accept a new or change an existing characteristic of the Classifier category.

7.8. In case of successful adoption (acceptance) of the new characteristics of the service Provider may use this category to describe qualitative and (or) functional characteristics according to their price list.

## **8. POSITION REFERENCE**

8.1. The reference list of positions is a single database of positions for forming price lists of Suppliers and for searching for goods, works and services when publishing a need.

8.2. The Department of reference information management is obliged to keep the reference List of items up-to-date and review requests for processing and approval in order to constantly increase the number of items that may be the object of the order. The Department of normative and reference information provides the unity of the processes of classification and normalization, which eliminates errors, incomplete and incorrect data are identified and eliminated duplication, obsolescence of the position, clarifies the composition and the values of key parameters, and are made to standardize items.

8.3. The Supplier has the right to add a new item to the List of items by submitting an application for processing or an application for approval to the NSI analyst.

8.4. The Procedure for submitting applications for processing or approval is regulated by the instructions of the NSI analyst posted in the "knowledge Base" on the website: [https://www.roseltorg.ru/knowledge\\_db/kim/docs](https://www.roseltorg.ru/knowledge_db/kim/docs) in the corresponding section.

8.5. The Qualitative and (or) functional characteristics of a position are described solely on the basis of the provided characteristics of the corresponding Classifier category.

8.6. When creating a new position in the Reference list of positions, it is forbidden to offer units of measurement other than those of the OKEI (all-Russian classifier of units of measurement).

8.7. The Request for processing or approval sent to the analyst of normative reference information is assigned an individual number, which is issued to the Supplier.

8.8. The NSI Analyst processes the items included in the request for processing, then makes changes to the list of items, and then sends a corresponding notification to the Supplier.

## 9. SUPPLIER'S PRICE LIST

9.1. The Supplier creates its own price list in the Personal account of the Corporate online store.

9.2. If it is necessary to make changes or additions to the price list, the Supplier has the right to submit a corresponding application in accordance with these Regulations, or, in agreement with the NSI analyst, to enter additional information.

9.3. The Supplier has the right to create and maintain only one price list, and the NSI analyst does not limit the number of positions in it.

9.4. If the list of items contains a suitable item to add to the Price list, the Supplier has the right to use it without the consent of the NSI analyst.

9.5. If the list of products does not contain a suitable item to add to the price list, the Supplier has the right to initiate the addition of a new item by submitting an application for processing or an application for approval.

9.6. The cost of the item specified in the price list of the Supplier, is required, the proposed (tentative) and may be changed by the Vendor when submitting the offer.

9.7. Each item in the Supplier's price list contains the following information:

9.7.1. item code in the item Directory;

9.7.2. internal position code of the Supplier specified in the request for processing/approval;

9.7.3. classifier category code;

9.7.4. name of the Classifier category;

9.7.5. internal name of the item specified by the Supplier;

9.7.6. name of the position in the list of positions;

9.7.7. technical characteristics of the product, work or service;

9.7.8. unit of measurement;

9.7.9. the unit price of the goods excluding value added tax;

9.7.10. the rate of value added tax;

9.7.11. the unit price of the goods subject to the value added tax;



9.7.12. minimum lot (minimum shipping rate, the number of units in it);

9.7.13. OKPD code 2;

9.7.14. OKVED code 2;

9.7.15. possible delivery regions;

9.7.16. updated (update).

9.8. The analyst of normative reference information maintains a register of price lists of Suppliers who have been registered in the COS.

9.9. The Supplier has the right to add, change, update, delete information for each item in the price list.

9.10. Changing the information in the price list provided for in clause 9.7.2, 9.7.5, 9.7.9, 9.7.10, 9.7.11, 9.7.12, 9.7.15 this Regulation is made by the Supplier independently without the approval of the NSI analyst.

9.11. Changing the information in the price list provided for in clause 9.7.1, 9.7.3, 9.7.4, 9.7.6, 9.7.7, 9.7.8, 9.7.13, 9.7.14 this Regulation is made only by the NSI analyst.

9.12. The Information provided for in clause 9.7.16 of these Regulations is changed automatically after any changes are made.

## **10. SIGNING A CONTRACT WITH A SUPPLIER IN A CORPORATE ONLINE STORE**

10.1. The Contract is concluded with the selected Supplier via the COS functionality in electronic form (using enhanced qualified electronic signatures of the improved format of the parties) for a period of no more than 7 days from the date of placement of the procurement Protocol. The customer uses the COS functionality to send the draft contract to the Supplier who offered the lowest price.

10.2. The customer through the functionality of the EOS-Procurement creates a draft contract.

10.2.1. If necessary, the Customer uses the COS functionality to send the supplier a request to clarify the details/payment details and/or the full name (position) of the signatory from the supplier. The supplier sends to the Customer the specified details/payment details and/or full name (position) from the Supplier's side no later than 3 (three) business hours according to the customer's time from the moment of receiving the request via the COS functionality.

10.2.2. Other changes (other than the Supplier's details and the name of the signatory on the supplier's Side, as well as corrections of technical errors) are not allowed in the draft agreement concluded based on the results of an E-shop purchase.

10.3. Using the EOS-Procurement functionality, the Customer sends the draft agreement for further approval and signing within 1 business day.

10.4. After the Customer signs the contract using the COS functionality with an electronic qualified signature, the Supplier must sign the contract using the COS functionality with an electronic qualified signature no later than 1 (one) business day after receiving the contract from the Customer.

10.5. In case the Supplier contract is signed by a person acting under a power of attorney, the Provider applies to the contract a certified copy of the power of attorney on the basis of which the person has the right to take appropriate actions with the Supplier.

10.6. If the Supplier has not signed the contract within the time period specified in clause 10.4, this Supplier is deemed to have failed to fulfill its obligations in accordance with clause 23 of the notice/documentation on the purchase. The fact of non-fulfillment of the Supplier's obligations is registered by the Customer's decision. The specified decision of the Customer is posted on the official websites no later than one business day from the date of its adoption.

10.7. In the case of recognition a Vendor won when ranking the first place, failed to perform duties in accordance with clause 23 notices/documentation on purchase, the Customer

may enter into a contract with a Supplier, who took second place in the procurement procedure, provided that the price of the Supplier, which took the ranking in the second place, does not exceed the NMC. If the price of the second-place Supplier exceeds the NMC, the contract with such Supplier is not concluded. The customer, if necessary, makes a decision to purchase in another way in the manner and on the grounds provided for by the EEA.

10.7.1. If necessary, the Customer sends an automated request for an additional price reduction to the Supplier who took the second place in the ranking, as well as, if necessary, a request for clarification of information about owners and beneficiaries (including end users) Provider's. The decision of the customer contract with the Supplier is also in cases if the specified Provider is not sent within the prescribed period response to request for additional reduction in the price of the goods, provided that a response was received clarifying information on the ultimate owners and beneficiaries (if you were sent the corresponding request).

10.8. The Customer draws up a decision that reflects information about the Supplier who failed to fulfill the obligations in accordance with clause 23 of the notice/documentation on the purchase; about the second-place Supplier with whom the contract is concluded. The decision is published on the official websites specified in the EEA, taking into account the requirements of the legislation of the Russian Federation and administrative acts of the state Corporation Rosatom for the protection of information constituting a state secret and other restricted access information (article 6.2.1 of the EEA).

## 11. LIABILITY OF THE PARTIES

11.1. For non-fulfillment or improper fulfillment of the provisions of these Regulations, users of the COS are responsible in accordance with the current legislation of the Russian Federation.

11.2. ETP is not responsible for any damages, losses, and other losses incurred by Supplier, Customer by reason of violation of the requirements hereof, and also in the following cases:

11.2.1. the lack of users KIM computer equipment with the necessary set of software and hardware capabilities that meet the requirements to work in KIM;

11.2.2. the Presence of software and technical limitations and settings that were contained in the computer equipment, which did not allow the Supplier or Customer to fully work in the COS;

11.2.3. inability to work due to infection of computer equipment with viruses (in this case, the COS does not pass any information from computers infected with computer viruses);

11.2.4. shortcomings in the operation of network systems and limitations, as well as failures in the operation of the hardware and technical complex, which led to unregulated and unforeseen temporary disconnections from the Internet and did not allow full operation in the COS.

11.3. ETP is not responsible for any damage, losses and other losses incurred by users of the COS due to improper study of information related to the work of the COS, such as:

11.3.1. Users of organizations accredited on the electronic trading platform as a Supplier/Customer do not Know the provisions of these Regulations, neglect and improper fulfillment of all the requirements specified in these Regulations and applicable in the COS, which led to the assumption of additional, unnecessary, increased and unplanned obligations and negatively affected the commercial activity and business reputation of the organization.

11.3.2. Actions performed on the electronic trading platform by third parties due to their incompetence and ignorance of these Regulations and the current legislation of the Russian Federation, which led to the acceptance by users of additional, unnecessary, increased and unplanned obligations to other users on the electronic trading platform.

11.4. If the customer performed actions on the needs and orders not within the established time limits provided for in the documentation and/or legislation, the Customer is liable in accordance with the legislation of the Russian Federation.

11.5. The Supplier is obliged to independently monitor the relevance of the details in the personal account and make timely changes in order to prevent the fact of issuing an Act and invoice

with outdated details. In case of untimely change of details in the personal account and untimely notification of ETP, the Supplier is responsible for incorrectly issued Report and invoice. If a request is received to issue corrected documents or provide duplicate documents, ETP may provide these services on a paid basis and issue documents for payment for the services rendered.

## **12. CONFIDENTIALITY**

12.1. The Parties do not have the right to disclose any confidential and/or proprietary information of one of the parties to the Regulations.

### **13. FORCE MAJEURE**

13.1. The Parties are released from liability for full or partial non-performance of the obligations assumed under these Regulations, if such non-performance was the result of force majeure, namely: natural disasters, epidemics, explosions, fires and other emergency circumstances. In this case, the term of performance of obligations under these Regulations is postponed in proportion to the time during which such circumstances were in effect.

13.2. The Party for which force majeure has occurred must immediately notify the COS OPS in writing of the occurrence, expected duration and termination of force majeure, as well as provide evidence of these circumstances.

13.3. Notification or untimely notification of the occurrence of force majeure circumstances entails the loss of the right to refer to such circumstances.

## **14. DISPUTE RESOLUTION**

14.1. In the event of a dispute, the parties to it are: ETP, the Supplier, the Customer, who have joined this Regulation.

14.2. The Parties shall make every effort to resolve all contradictions or disputes arising between them within the framework of these Regulations in accordance with the current legislation of the Russian Federation to their mutual satisfaction through direct negotiations.

14.3. Any Party may request the resolution of an unsettled dispute in court, in accordance with the current legislation of the Russian Federation.



## **15. OPENING AND MAINTAINING COS OPS ACCOUNTS FOR OPERATIONS TO ENSURE PARTICIPATION IN NEEDS**

15.1. Personal account (sub-account of available funds, hereinafter-Account) The supplier's account, which is intended, inter alia, for operations related to charging the Supplier the Commission for participation in the project and the normalization fee provided for in these Regulations, is opened in the analytical accounting of ETP on the account of ETP opened in the Settlement organization, when the Supplier is accredited in the COS.

15.2. If the COS OPS makes a positive decision on the organization's accreditation as a Supplier, the COS OPS opens the Supplier's Account based on the application for accreditation submitted by the Supplier during the COS accreditation procedure. The application text is an integral part of the documents and information submitted for accreditation (hereinafter referred to as the application for accreditation).

15.3. If a positive decision on accreditation is made, COS opens an Account to the Supplier within 5 (five) business days from the date of receipt of the application for accreditation.

15.4. COS OPS informs the Supplier about opening an Account by sending a notification to the personal account and by e-mail about its accreditation on the electronic trading platform, indicating the Account details.

15.5. The Supplier's Account may be used for other purposes specified in the relevant regulations of ETP and (or) provided for in other agreements with ETP. For these purposes, the Supplier's Account may be divided into sub-accounts designed to account for the availability and movement, including by blocking/unblocking (if necessary), the Supplier's funds deposited to such an account.

15.6. The Supplier specifies in the personal account data (details) of the Bank account to which funds will be transferred from the Supplier's Account using the COS functionality. The date of transfer of funds to the Supplier is considered to be the date when these funds are debited from the account of ETP.

15.7. In the Supplier's personal account, such a Supplier can monitor the balances and history of operations on the Supplier's Account in real time.

15.8. All transactions on the Supplier's Account are conducted in the currency of the Russian Federation – rubles. Funds transferred only from the Supplier's current accounts are credited to the Personal Account opened by the Operator and are accounted for in the Free Funds Sub-Account.

15.9. Crediting funds received from a third party to the Supplier's Personal Account is permitted in exceptional cases and only if there are legal grounds that can be documented. The Supplier independently sends documents and information confirming the existence of such legal grounds to the Operator. Receipt of funds to replenish the Personal Account of the Supplier - an individual from his bank account opened for the Supplier as an individual entrepreneur (and vice versa) is equivalent to a payment from a third party.

15.10. Transactions on the Supplier's accounts are performed within the time limits established by these Regulations and in the following order:

15.10.1. ETP shall transfer funds to the Supplier's Account no later than 1 (one) hour after ETP receives information from the settlement organization about the transfer of the corresponding funds by the Supplier to the account of ETP. Data on the receipt of funds is updated by ETP on business days in 10:00, 12:00, 15:30, 18:00 by the time of ETP.

15.10.2. In the cases provided for by these Regulations, the Operator debits funds from the Supplier's Personal Account (Free Funds Sub-Account) and transfers the corresponding amount of funds only to the Supplier's bank details specified in the Personal Account, while simultaneously reducing the balance of funds on the Free Funds Sub-Account by the same amount Supplier if there is an application for the transfer of funds from the Supplier indicating the amount of funds. Funds are written off no later than 3 (three) business days from the day following the date of receipt of the application for a refund. If there is a need for additional verification of the Supplier, this return period may be extended to 5 (five) working days. However, such a write-off is not carried out in the following cases:

- the balance of funds accounted for in the Supplier's Free Funds Sub-Account is less than the amount specified in the application;
- the Supplier's bank details are not indicated in the personal account;
- the presence on the date of consideration of the Participant's application of a debt of the Participant to JSC "EETP" for payment for goods and (or) services of the Operator and other obligations that arose by virtue of the Participant's agreement with JSC "EETP". In this case, the Participant has the right to re-send to the Operator a request for transfer of funds from the Personal Account.

15.10.2.1. Refunds from the Supplier's Personal Account to the details of a current account belonging to a third party are not made. Transfer of funds from the Supplier's Personal Account to the details of a third party's current account is possible only upon a written request from the Supplier to the Operator in exceptional cases if there are legal grounds for this, which can be documented. The Supplier independently sends documents and information confirming the

existence of such legal grounds to the Operator. In this case, the period for consideration of such an appeal may be up to 30 (thirty) days.

15.10.3. If funds are blocked on the Supplier's Account as security for the offer, in accordance with clause 3.1.10 of these Regulations, the negative balance on the personal account (sub-account of available funds) The supplier may not exceed 5,520 (five thousand five hundred and twenty) rubles.

15.10.4. If you have a negative balance in the Vendor Account OPS specialist KIM informs about necessity of repayment of receivables through phone calls to the phone number of the Provider, and also directs the email address of the Supplier a written request (notification) about the need of accounts receivable showing the amount of debt and account details of ETP. The COS OPS specialist sends such written requests (notifications) to the Supplier's email address until the receivables on the Account are repaid.

15.10.5. The date of transfer of funds in cases stipulated by these Regulations is the date of debiting these funds from the account of ETP.

15.10.6. In case of receipt on the settlement account of ETP, designed for operations to ensure the participation needs and specified in the notice of accreditation of the Supplier (r/s 40702810600050001273 at VTB Bank (PJSC), BIK 044525187, k/s 30101810700000000187; since 13.02.2021 r/s 40702810510050001273, Branch «Central» of VTB Bank (PJSC) in Moscow, BIK 044525411, k/s 30101810145250000411) in cash with errors in the payment, not allowing ETP to uniquely identify the payment and to make the credit received funds to the account of the Supplier (incorrect account number, the account number does not belong to the payer of funds, etc.) - these funds are not credited to the Supplier's personal account. Moreover, if the payer is identified as a Supplier, EETP JSC has the right to send a request to the Supplier who transferred the funds to provide clarification on the received payment by sending a request to the email address specified in the Supplier's accreditation data. If EETP JSC does not receive, within 2 (two) business days from the day following the day of receipt of funds, from the payer a clarifying letter signed in hand by a person who is authorized to act on behalf of the payer without a power of attorney or by another person acting on the basis of a power of attorney from the specified person (when sent in paper form), or by an electronic signature of a person who is authorized to act on behalf of the payer without a power of attorney, or by another person acting on the basis of a power of attorney from the specified person (when sent in the form of an electronic document), in relation to such payment, monetary funds are returned by EETP JSC to the payment details of the payer without additional notification of the latter, except for cases of offset of received funds to pay off

debts to EETP JSC (including when the payer indicates in the purpose of payment information about the paid services of EETP JSC) .

15.10.7. If the cash received from the Supplier, was withdrawn the settlement organization from the account of ETP because of an error in the payment order of the Supplier, ETP writes off the amount of specified funds from the account Provider not later than 2 (two) hours of receipt of ETP information from the settlement organization about the withdrawal of these funds.

15.10.8. Funds withdrawn by the settlement organization are debited from the Supplier's Account.

15.10.9. ETP blocks funds on the supplier's Account on the basis of Its offer at the time of submitting such offer.

15.10.10. Funds on the Supplier's Account are blocked in the amount of the offer security established in clause 3.1.10 of these Regulations.

15.10.11. Funds on the Supplier's Account are blocked by ETP separately for each need.

15.10.12. ETP unblocks funds on the account and (if necessary) debits these funds from the Supplier's Account in accordance with these Regulations.

15.11. ETP ensures confidentiality in the process of opening and maintaining Supplier accounts in analytical accounting and related document flow, including when interacting with the settlement organization.

15.12. The procedure for maintaining accounts in accordance with the following formula:

15.12.1. In the case of a withdrawal under this section of the Regulations, as well as charging you for the victory in the requirement and fees for the normalization, in accordance with section 3 hereof, the system automatically generates the report for provided services (hereinafter – certificate) and invoice in your account in the form of scanned copy with the facsimile. Originals of closing documents are sent to the Supplier by registered mail within 30 business days by Russian post upon additional request sent to the following email address: docs@roselorg.tech. A copy of the Report is signed by the Supplier within 3 (three) business days from the date of receipt and is subject to mandatory return to ETP. The supplier sends the signed Act of ETP by mail, courier, courier service or other delivery services to the address: 115114, Moscow, Kozhevnikeskaya str., 14, p. 5. if the Supplier does not return and/or sign the Act, and does not provide a reasoned refusal to sign the Act within the period specified above, the Act is considered signed, and the services are considered to have been rendered by ETP in full and in proper quality.

15.12.2. The Supplier in the payment document in the column «purpose of payment» indicates: «ETP KIM Replenishment of personal account No. \_\_\_\_\_.VAT is not charged.»

15.12.3. ETP (as well as the settlement organization in which the Account of ETP is opened) is not responsible for errors or delays in payments made by other settlement organizations, and is not responsible for the consequences related to the financial situation of other settlement organizations.

15.12.4. The Supplier is responsible for the accuracy and completeness of the information and authenticity of the documents provided by the COS OPS.

15.12.5. ETP (as well as the settlement organization with which the ETP Account is opened) is not responsible for erroneous transfer (non-transfer) of funds associated with incorrect indication by the Supplier of the details of the recipient of funds in payment documents.