

APPROVED by the
order of Russian Export Center JSC No. _____
dated _____ 2025

**OFFER FOR THE CONCLUSION OF AGREEMENT
on the development of stores (shelves in stores) of retail trade of Russian "Made
in Russia" products in foreign countries**

THIS OFFER (hereinafter referred to as the Offer) is an offer of the Russian Export Center Joint Stock Company (hereinafter referred to as Russian Export Center JSC, REC) addressed to legal entities, as well as individuals registered as individual entrepreneurs (hereinafter referred to as the Partner), to conclude a cooperation agreement with REC for the development of stores (shelves in stores) of retail trade of Russian "Made in Russia" products in foreign countries (hereinafter referred to as the Agreement) on the terms specified in this Offer, by full and unconditional acceptance of the Offer in accordance with the procedure established below (hereinafter also referred to as acceptance, accession to the Offer).

The Partner and REC are collectively referred to as the "Parties" and separately as the "Party".

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1. SUBJECT OF THE AGREEMENT

1.1 The subject of the Agreement is the implementation of the Program for the opening (in accordance with clause 2.1 of the Offer) and/or the development of stores (shelves in stores) of retail of "Made in Russia" Russian consumer products (works, services, information and intellectual property rights and equivalent means of individualization) in foreign countries (hereinafter referred to as the Program, Russian export products, stores (shelves in stores) "Made in Russia") for the purpose of placing in stores (shelves in stores) "Made in Russia" Russian consumer products of legal entities, as well as individuals registered as individual entrepreneurs, including those registered as users in the "One Window" information system in the field of foreign trade (hereinafter referred to as the "One Window" IS, Client, Clients).

1.2 Partner means a legal entity or an individual registered as an individual entrepreneur who has fully and unconditionally accepted the Offer.

1.3 The Applicant means a legal entity or an individual registered as an individual entrepreneur who is interested in concluding an Agreement on the terms specified in this Offer and performs the appropriate actions specified in section 2 of the Offer.

1.4 Within the framework of this Offer and on a reimbursable basis the REC grants the Partner the right to participate in the Program in accordance with the procedure and conditions provided for in this Offer.

1.5 The list of "Made in Russia" stores (shelves in stores), as well as other conditions for their creation and development, are set out in the Applicant's application, executed and formatted in accordance with Appendix No. 1 to the Offer, which is an integral part of the Agreement (hereinafter referred to as the Application).

1.6 The Parties establish that they do not pursue goals that lead or may lead to restriction or elimination of competition, and the main principle of the organization of their interaction is full independence, independence of the Parties in carrying out their financial and economic activities, improving the quality of services (performance of work) with the support of Russian export products.

1.7 The Agreement does not limit the Parties' cooperation with other organizations and does not aim to limit their activities.

1.8 A retail store or shelf in a store (supermarket, hypermarket, chain store, etc.) "Made in Russia" means a retail space that meets the following conditions:

for a retail (small wholesale) store: a separate area of at least 50 square meters, a separate entrance, and placement in areas of permitted retail or small wholesale trade to supply retail outlets;

for shelves: the area of a separate shelf area of at least 6 square meters, the area of the retail surface of the shelves of at least 12 square meters, the minimum distance to other retail shelves is 0.5 m (in the absence of technical possibilities, a smaller distance is allowed, provided that the shelf of "Made in Russia" products is identified as a separate retail space).

2. ACCEPTANCE OF THE OFFER

2.1. The Applicant accepts this Offer by performing the following actions in the order and sequence indicated below:

2.1.1. The Applicant sends the REC to the email address from which the Offer was sent, which contains the domain name @exportcenter.ru, an Application executed in accordance with the terms of this Agreement, signed by an authorized person in his own hand (a scanned image of the signed Application) in accordance with the attached documents confirming the authority of the signatory, thus confirming full compliance with the requirements and conditions imposed on the Partner within the framework of this Offer, and full and unconditional agreement with the terms of the Offer.

2.1.2. The Applicant shall receive from the REC a notification of the receipt of Application that is correctly executed and meets the requirements and conditions imposed on the Partner under this Offer, and of the need to pay remuneration to the REC in accordance with the procedure provided for in Section 6 of the Offer, by reply email within 5 (five) business days following the day of its proper receipt from the REC (Applicable to Tariffs No. 1, 2, and 3 of the Tariff Plan, as per Appendix No. 3 to this Offer);

notification of receipt of a correctly completed Application that meets the requirements and conditions set for the Partner under this Offer, via reply email within 5 (five) business days following the date of its proper receipt by the REC (applicable to Tariff No. 4 of the Tariff Plan, as per Appendix No. 3 to this Offer).

2.2. The date of accepting the Offer and the entry into force of the Agreement is considered to be the day of crediting funds to the REC bank account in the full amount established by the relevant tariff (applicable to Tariffs No. 1, 2 and 3 of the Tariff Plan);

date on which the REC sends the notification specified in sub-clause 2.1. hereto (applicable to Tariff No. 4 of the Tariff Plan).

2.3. By accepting the Offer in accordance with the procedure provided for in clause 2.1 of the Offer, the Partner is considered to have fully and unconditionally accepted the Offer.

2.3.1. If the REC has made any changes to the Offer that the Partner does not agree with, the Partner sends a notification to the REC indicating the reasons for the withdrawal from the Agreement.

2.3.2. If the Partner has not expressed his consent to the changes made, but continues to cooperate within the framework of the Agreement, the Partner is considered to have accepted the relevant changes and expressed his consent to apply and comply with their terms, taking into account the changes made.

2.3.3. The Partner tracks changes to the terms of the Offer independently on the REC website at: <https://www.exportcenter.ru/>. No prior notification from the REC about the changes is required.

2.4. If the Partner intends to change the information and data specified in the Application, except for the information and data specified in section 1 of the Application sent to the REC as part of accepting the Offer, the Partner has the right to re-send the REC to the e-mail address from which the Offer was sent, an amended Application signed by an authorized person (scanned image of the signed Application). At the same time, the Partner's term of accepting the Offer does not change and is calculated from the date of the first acceptance of the Offer.

2.5. The actions provided for in paragraph 2.1 of the Offer shall not be recognized as proper acceptance of the Offer if they are performed by a person:

- (a) with whom the Agreement was previously terminated by REC due to the said person's violation of the provisions of the Agreement;
- (b) who is a duplicate person with whom the Agreement was previously terminated due to the said person's violation of the provisions of the Agreement.

2.6. The actions specified in clause 2.5 of the Offer do not entail any obligations for the REC.

3. INTERACTION BETWEEN THE PARTIES

3.1. The Partner's information exchange with the REC within the framework of the Agreement is carried out by sending e-mail messages in accordance with clause 13.3 of the Offer.

3.2. The acceptance of this Offer by the Partner is recognized as his consent submitted to the REC to disclose information about the Partner's participation in the Program under the terms of the Agreement, including specifying the Partner's status as a "partner" without the need to obtain additional consent from the Partner and without any remuneration for informational, advertising and

marketing purposes, by posting relevant information on its official page in the information and telecommunication network "Internet" and in the "One Window" IS.

3.2.1. The information may be posted as a text message or a logo, trademark, brand name, as well as other individualizing designations of the Partner (hereinafter referred to as Symbols).

3.2.2. The symbols are posted at the discretion of the REC in order to promote and popularize "Made in Russia" stores (shelves in stores) in the Russian Federation and outside the Russian Federation (hereinafter referred to as abroad).

3.2.3. The Partner who submitted the relevant Symbols in accordance with clause 13.3 of the Offer confirms that he has all the necessary rights to the Symbols and guarantees that such publication within the framework of the Agreement does not violate the rights and legitimate interests of copyright holders, authors, or other third parties.

4. TERMS OF PARTICIPATION IN THE PROGRAM

4.1. Participation in the Program provides for the rights and obligations of the Parties with respect to:

- (a) individualization (branding) of stores (shelves in stores) "Made in Russia";
- (b) use of information on Russian export products collected, updated and posted by the REC on an external resource accessible to the Partner, or provided by the REC to the Partner in digital form (hereinafter referred to as the product catalog) for the purpose of filling the assortment of stores (shelves in stores) "Made in Russia";
- (c) promotion (popularization) of stores (shelves in stores) "Made in Russia";
- (d) the operation of stores (shelves in stores) "Made in Russia".

4.2. Regarding the individualization (branding) of stores (shelves in stores) "Made in Russia":

4.2.1. REC:

4.2.1.1. Undertakes to grant the Partner a license for the non-exclusive right to use the results of intellectual activity and equivalent means of individualization belonging to the REC and provided for in the brandbook transferred to the Partner, including the trademark of the REC (international registration number 1421782,



registration number in the Russian Federation 653749



, 947607



1118043 )¹, colors, fonts, stylistics of images and illustrations (hereinafter referred to as the REC trademark and RIA, respectively), as follows:

- (a) use of the REC trademark:
 - when designing physical objects (including signs, stands, shelves, showcases) intended to represent Russian export products as part of the development of "Made in Russia" stores (shelves in stores) specified in the Partner's Application and located inside retail outlets;
 - in advertising, informational and presentation materials related to the promotion of products under the "Made in Russia" brand, subject to prior approval with the REC;
- (b) the use of materials, information and images contained in the brandbook, in official and communication documents and materials, as well as in the design of physical objects intended to represent Russian export products related exclusively to the development of "Made in Russia" stores (shelves in stores) specified in the Partner's Application.

The transfer of the license for the non-exclusive right to use the RIA is carried out after both Parties sign the Acceptance Certificate in the form set out in Appendix No. 4 to this Offer.

4.2.1.2. Undertakes to review, coordinate or send comments on the design project of "Made in Russia" stores (shelves in stores) and other materials and/or objects received from the Partner, including those sent repeatedly, and in case of previously sent objections – within no more than 10 (ten) business days from the date of receipt of the specified information.

4.2.1.3. Has the right to monitor the use of the brandbook and send written requests regarding its use.

4.2.1.4. Has the right to waive the right to use the RIA presented in the brandbook in case of violation of the procedure and conditions of its use provided for in this Offer.

4.2.1.5. Has the right to make changes to the RIA and send the modified brandbook to the Partner by e-mail in accordance with the procedure provided for in clause 13.3 of the Offer, for the purpose of its subsequent use by the Partner, taking into account the changes made.

4.2.1.6. Has the right to agree to the Partner through the exchange of electronic messages in accordance with clause 13.3 of the Offer not to use the brandbook when registering the "Made in Russia" stores (shelves in stores) specified in the Application (one, several or all) based on the results of the review of the

¹ The list of trademarks (result of intellectual activity) may be expanded as the Program develops abroad.

arguments provided by the Partner regarding the possible negative consequences for sales of Russian export products in the relevant "Made in Russia" stores (shelves in stores).

4.2.1.7. The RIAs are provided to the Partner with the right to transfer them to the owner or to the owners of the "Made in Russia" stores (shelves in stores), that is, to third parties affiliated with the Partner, to whom the "Made in Russia" stores (shelves in stores) are registered and who directly manage them (hereinafter referred to as the Owner), or other persons involved in agreement with the REC within the scope of their use by the methods provided for in this clause, with the exception of the right to transfer the rights to use the RIAs to any third parties. Until the involvement of these persons is agreed in accordance with the procedure provided for in clause 13.3 of the Offer, the transfer of the right to use the RIAs to such persons is prohibited by the REC. The REC has the right to request that the persons specified in this clause provide copies of agreements on granting the right to use the RIA.

4.2.1.8. The Brandbook is provided to the Partner by email or in another accessible digital form, allowing the transfer of attached files in pdf, jpeg, png, as well as other formats available for use for the purposes specified in this Agreement, in accordance with clause 13.3 of the Offer:

within 3 (three) business days after the funds are credited to the REC bank account (applicable to Tariffs No. 1, 2, and 3 of the Tariff Plan);

on the effective date of this Agreement (applicable to Tariff No. 4 of the Tariff Plan).

The Partner undertakes to sign the Acceptance Certificate and send the signed Acceptance Certificate to the REC within 3 (three) business days from the date of sending the brandbook to the Partner.

4.2.1.9. The obligation to grant the Partner a license to use the RIA is considered fulfilled from the moment the brandbook is provided to the Partner in accordance with sub-clause 4.2.1.8 of the Offer and on the basis of the Acceptance Certificate of non-exclusive rights to use the "Made in Russia" brandbook signed by both parties in the form provided in Appendix No. 4.

4.2.1.10. For the purposes of fulfilling the Partner's obligation to state registration of granting the Partner the right to use the REC trademark in accordance with subclauses 4.2.2.2 – 4.2.2.3 of the Offer, undertakes to sign on its part an application drawn up in the form in accordance with the order of the Ministry of Economic Development of the Russian Federation dated June 10, 2016 No. 371 "On approval of the Administrative Regulations for the provision by the Federal Service for Intellectual Property of the state service for state registration of the disposal under the contract of the exclusive right to an invention, utility model, industrial design, trademark, service mark,

registered topography of an integrated circuit, program for electronic computers, database", and to send the original of such application to the Partner in the manner prescribed by clause 13.3 of the Offer, no later than 10 (ten) business days from the date of conclusion of the Agreement.

4.2.1.11. The period for granting a license to use the RIA is calculated from the date on which the REC fulfills its obligation to provide the Partner with a license for the RIA, which is defined in sub-clause 4.2.1.9 of the Offer, and is 1 (one) calendar year. The period of granting a license for the right to use the REC trademark may not exceed the period of validity of the registration of the REC trademark specified in the relevant trademark certificate.

4.2.1.12. The period for granting a license to use the RIA is extended for 1 (one) calendar year in case the Partner extends participation in the Program in accordance with clause 6.6 of the Offer.

4.2.1.13. The license for the right to use the RIA is terminated prematurely in the event of termination of the Agreement or in the event of early termination of the license by the REC through unilateral refusal. The corresponding unilateral refusal is sent by the REC to the Partner in accordance with the procedure provided for in clause 13.3 of the Offer. In case of a refusal, the license is terminated from the moment specified in this refusal.

4.2.1.14. The grounds for unilateral termination of the license for the right to use the RIA by the REC are the use of the brandbook outside the permitted uses set out in sub-clauses 4.2.1.1 and 4.2.1.7 of the Offer, beyond the period of use of the brandbook set out in sub-clauses 4.2.1.11–4.2.1.13 of the Offer, or beyond the territory of use of the RIA set out in sub-clause 4.2.1.15 of the Offer, or the identification by the REC (if necessary, by involving third parties for inspections at the discretion of the Center) of repeated facts of the presence and sale of counterfeit, falsified products and (or) non-Russian products in the Partner's "Made in Russia" stores.

4.2.1.15. The following are recognized as the territory of RIA use²:

- (a) Russian Federation;
- (b) foreign countries in which RIA or their elements are protected as a trademark (hereinafter referred to as the List of Countries).

4.2.1.16. The List of Countries is sent to the Partner along with the brandbook. When updating the List of Countries, the REC sends a corresponding notification to the Partner by e-mail in accordance with the procedure provided for in clause 13.3 of the Offer.

² The list of trademarks (result of intellectual activity) may be expanded as the Program develops abroad.

4.2.1.17. The use of the RIA or its elements in other countries is carried out by the Partner independently, provided that such use does not violate the intellectual rights of third parties. The Partner independently carries out actions aimed at analyzing the presence of confusingly similar intellectual property objects with RIA in other countries not listed in the List of Countries and protecting the rights to RIA. In case of violation of the rights of third parties in the specified countries, the Partner shall be solely and exclusively liable to them.

4.2.1.18. The right to use the RIA transferred under this Offer is a simple (non-exclusive) license. The REC retains the right to issue licenses to other persons.

4.2.1.19. The non-exclusive right to use the RIA is granted to the Partner on a reimbursable basis in accordance with the Tariff Plan.

4.2.2. The Partner:

4.2.2.1. The Partner undertakes to send the Acceptance Certificate signed by the Partner to the REC within 3 (three) business days from the date of sending the brand book specified in sub-clause 4.2.1.8 of this Offer. Signing and sending the Acceptance Certificate shall be deemed confirmation of receipt of the brandbook by the Partner. The procedure established in this paragraph is recognized by the Parties as the procedure for confirming that the Partner has received non-exclusive rights to use the RIA from the REC and unconditionally agrees to all its terms.

4.2.2.2. For the purposes of state registration of granting the Partner the right to use the REC trademark, undertakes to submit to the Federal Service for Intellectual Property an application signed by both Parties, drawn up in accordance with Order No. 371 of the Ministry of Economic Development of the Russian Federation dated June 10, 2016 "On approval of the Administrative Regulations for the provision by the Federal Service for Intellectual Property of the state service for state registration of the disposal under the contract of the exclusive right to an invention, utility model, industrial design, trademark, service mark, registered topography of an integrated circuit, program for electronic computers, database", no later than 30 (thirty) business days from the date of conclusion of the Agreement. The Partner shall pay the state fee for submitting the application specified in this clause of the Offer.

4.2.2.3. In case of extension of participation in the Program in accordance with the procedure established by clause 6.5 of the Offer, for the purposes of state registration of granting the Partner the right to use the REC trademark, undertakes to submit to the Federal Service for Intellectual Property an application signed by Parties, drawn up in accordance with Order No. 371 of the Ministry of Economic Development of the Russian Federation dated June 10, 2016 "On approval of the Administrative Regulations for the provision by the Federal Service for Intellectual Property of the state service for state registration of the disposal under the contract of the exclusive right to an invention, utility model, industrial

design, trademark, service mark, registered topography of an integrated circuit, program for electronic computers, database", no later than 30 (thirty) business days from the date of conclusion of the Agreement. The Partner shall pay the state fee for submitting the application specified in this clause of the Offer.

4.2.2.4. Within 30 (thirty) calendar days from the date of receipt of the e-mail from the REC provided for in sub-clause 4.2.1.8 of the Offer, undertakes to develop and send to the REC a design project for "Made in Russia" stores (shelves in stores) specified by the Partner in the Application, and other materials and/or objects in accordance with the brandbook.

4.2.2.5. In case of receiving comments from the REC regarding the submitted design project for "Made in Russia" stores (shelves in stores) specified in the Application and other materials and/or objects, undertakes to eliminate the comments received within 5 (five) business days and send the amended design project for re-approval to the REC. The specified procedure is carried out until the REC's comments are completely eliminated.

4.2.2.6. Within 10 (ten) business days from the date of approval of the design project by the REC, undertakes to ensure the appropriate design of "Made in Russia" stores (shelves in stores) and other materials and/or objects, and to send information, materials and/or objects in electronic form (scanned copies, images, photos, video materials) for confirmation to the REC.

4.2.2.7. Undertakes to use the provided RIA to the extent, in the ways and in the territory defined by this Offer.

4.2.2.8. Within 10 (ten) business days from the date of receipt by the REC of the modified brandbook in accordance with sub-clause 4.2.1.5 of the Offer, undertakes to send and coordinate with the REC through the exchange of electronic messages in accordance with clause 13.3 of the Offer, the modified design of "Made in Russia" stores (shelves in stores) specified by the Partner in the Application, and other materials and/or objects in accordance with the received brandbook, after which, within 10 (ten) business days from the date of approval of the design project by the REC, ensure the appropriate design of "Made in Russia" stores (shelves in stores) specified by the Partner in the Application, and other materials and/or objects, and send the materials specified in sub-clause 4.2.2.4 of the Offer to the REC for confirmation.

4.2.2.9. Has the right to send requests related to the procedure and terms of use of the RIA provided for in this section of the Offer.

4.2.2.10. Has the right not to follow sub-clauses 4.2.2.4–4.2.2.9 in relation to "Made in Russia" stores (shelves in stores) specified in the Application,

for which this was agreed with the REC in accordance with sub-clause 4.2.1.6 of the Offer.

4.3. Regarding the promotion (popularization) of "Made in Russia" stores (shelves in stores):

4.3.1. REC:

4.3.1.1. In accordance with the procedure provided for by internal documents, and if the REC has financing (budgetary and (or) other funds) and administrative and organizational capabilities for the purpose of promoting products in "Made in Russia" stores (shelves in stores) of retail of Russian products in foreign countries, the REC has the right to promote stores (shelves in stores) "Made in Russia" using its own and partner infrastructure abroad, as well as digital means and media channels available to REC for communication with foreign buyers, including:

- (a) production of photo and video content aimed at promoting Russian export products;
- (b) advertising campaigns with bloggers abroad;
- (c) publication of advertising materials on various online and offline platforms to attract customers to "Made in Russia" stores (shelves in stores);
- (d) advertising campaigns on television and in other media in order to ensure synergy of communication channels, if direct integration with sales of Russian export products is possible.;
- (e) advertising campaigns in offline formats in order to ensure the synergy of sales channels and expand the possible export volumes of Russian products placed in "Made in Russia" stores (shelves in stores);
- (f) other possible measures aimed at increasing sales of Russian export products placed in "Made in Russia" stores (shelves in stores) in target markets.

4.3.1.2. In accordance with the procedure provided for in clause 13.3 of the Offer, undertakes to inform the Partner by e-mail about the formats available for use by the Partner for promoting "Made in Russia" stores (shelves in stores) abroad.

4.3.1.3. Has the right to make changes to the formats available to the Partner for the promotion of "Made in Russia" stores (shelves in stores) and undertakes to notify the Partner by e-mail in accordance with the procedure provided for in clause 13.3 of the Offer about the changes within 10 (ten) business days from the date of the relevant decision.

4.3.1.4 Undertakes to publish information about "Made in Russia" stores (or store shelves), including their addresses and photographs, on the official REC website

and the "Made in Russia" website on the Internet (applicable to Tariffs 3 and 4 of the Tariff Plan).

4.3.1.5 Undertakes to conduct information campaigns, including through information and consulting seminars, webinars and individual consultations, for representatives of the regional business community and regional executive authorities of the constituent entities of the Russian Federation regarding the opportunities and conditions for promoting products within the framework of Partners' participation in the Program (applicable to Tariffs No. 3 and 4 of the Tariff Plan).

4.3.2. The Partner:

4.3.2.1 Has the right to promote and increase the recognition of "Made in Russia" stores (shelves in stores) indicated in the Application among potential foreign buyers.

4.3.2.2 In accordance with the procedure provided for in clause 13.3 of the Offer, undertakes to send by e-mail proposals to the "Made in Russia" store promotion plan implemented by REC in the Russian Federation and abroad, within 1 (one) calendar month from the date of entry into force of the Agreement.

4.3.2.3. In accordance with the procedure provided for in clause 13.3 of the Offer, has the right to send by e-mail proposals to the "Made in Russia" store promotion plan implemented by REC in the Russian Federation and abroad during the entire term of the Agreement.

4.4. Regarding the operation of "Made in Russia" stores (shelves in stores):

4.4.1. REC:

4.4.1.1. Has the right to monitor the compliance of "Made in Russia" stores (shelves in stores) specified by the Partner in the Application with the parameters specified in sub-clause 4.4.2.1 of the Offer by:

- (a) regular analysis of information about the activities of "Made in Russia" stores (shelves in stores), available in open sources and received from the Partner;
- (b) conducting Customer surveys on satisfaction with the quality of services provided by the Partner;
- (c) verification of the revealed facts of negative information about the activities of "Made in Russia" stores (shelves in stores) and Partners;
- (d) analysis of information received from the Partner in accordance with sub-clause 4.4.2.2 of the Offer on the activities of "Made in Russia" stores (shelves in stores), including sending comments on the information received from the Partner within 10 (ten) business days from the date of its receipt, which the Partner undertakes to eliminate, after which, if necessary, send the corrected information to the REC in the manner

specified in sub-clause 4.4.2.2 of the Offer, within 10 (ten) business days from the date of receipt of these comments from the REC.

4.4.1.2. Has the right at any time to request information and supporting materials from the Buyer regarding the activities of the "Made in Russia" stores (shelves in stores) indicated in the Application.

4.4.1.3. In case of detection of discrepancies with the parameters specified in sub-clause 4.4.2.1 of the Offer and based on the results of monitoring has the right to suspend and/or terminate cooperation within the framework of the Agreement in accordance with the procedure and on the terms stipulated by the Agreement.

4.4.1.4. Has the right to collect, process, systematize, modify, transmit and publish non-specific statistics on "Made in Russia" stores (shelves in stores).

4.4.1.5. Provides the Partner with a list of products selected by the Russian Export Center from Russian organizations participating in Russian national pavilions abroad (applicable to Tariffs No. 3 and 4 of the Tariff Plan).

4.4.2. The Partner:

4.4.2.1. Undertakes to ensure the functioning of "Made in Russia" stores (shelves in stores) in accordance with the key parameters:

- (a) placement of only Russian-made export products;
- (b) the absence in "Made in Russia" stores (shelves in stores) and in other materials and/or objects of any information in any form and images (in the form of any static and/or dynamic images, including multimedia), which can be interpreted as information contradicting, discrediting, discrediting official actions and/or positions of the Russian Federation represented by the President of the Russian Federation, members of the Government of the Russian Federation and ministries of the Russian Federation, deputies and representatives of the Federal Assembly of the Russian Federation, judges of courts of all levels of the Russian Federation, military personnel of the armed forces of the Russian Federation, as well as all other official representatives of state authorities of the Russian Federation at all levels on issues of international and the foreign policy agenda, as well as entailing possible reputational risks for the REC as a state development institution.

4.4.2.2. Within 10 (ten) business days from the date of entry into force of the Agreement, undertakes to coordinate with the REC through the exchange of electronic messages in accordance with clause 13.3 of the Offer, the procedure and format for the regular provision of information on the performance of "Made in Russia" stores (shelves in stores) specified in the Application for the period of the Agreement, including:

4.4.2.2.1 A report prepared substantially in the form provided in Appendix No. 2 and sent to the REC in the form of a scanned image and attached files by e-mail in accordance with clause 13.3 of the Offer.

4.4.2.2.2 The register of information on sales of Russian export products in "Made in Russia" stores (shelves in stores) specified in the Application, including:

- (a) date of purchase (for accounting purposes);
- (b) order items: manufacturer's name, SKU with reference to FEACN, quantity, cost of each SKU, purchase price;
- (c) information about the exporter or seller: location of the warehouse (in the Russian Federation or in a foreign country), banking details.

4.4.2.2.3 Register of export contracts for the purchase of Russian export products for sale in "Made in Russia" stores (shelves in stores) specified in the Application, together with:

- (a) export contracts (specifications);
- (b) informational letters from exporting companies or sellers in a form agreed with the REC confirming the fact of the concluded transaction for the purpose of selling products through "Made in Russia" stores (shelves in stores) specified in the Application.

4.4.2.2.4 The reporting period is a calendar quarter. The first reporting period is the period from the entry into force of the Agreement to the last calendar day of the current calendar quarter.

4.4.2.2.5 Information on the results of the "Made in Russia" stores (shelves in stores) indicated in the Application for the reporting period is provided no later than the 15th calendar day of the calendar month following each reporting period for the purposes of REC internal accounting and publication in aggregated form as part of the promotion of "Made in Russia" stores (shelves in stores).

4.4.2.2.6. In case of sending information and materials in accordance with sub-clause 4.4.2.2 of the Offer in a foreign language, the Partner undertakes to attach a translation into Russian certified by an authorized person of the Partner in sufficient volume for the REC to understand the information specified in sub-clause 4.4.2.2 of the Offer.

4.4.2.3. Has the right to request from the REC the information necessary for the execution of the Agreement.

4.4.2.4. Undertakes to provide the REC with information and supporting materials regarding the activities of the "Made in Russia" stores (shelves in stores) specified in the Application within no more than 5 (five) business days from the date of receipt of the request from the REC.

5. THE ORDER OF ENTRY INTO FORCE OF THE AGREEMENT, THE VALIDITY PERIOD AND AMENDMENT OF THE TERMS OF THE AGREEMENT

5.1. The acceptance of an Offer by a person made in accordance with section 2 of the Offer creates an Agreement on the terms of the Offer.

5.2. The Agreement is considered concluded from the moment of full and unconditional acceptance of the Offer by the Partner.

5.3. The Agreement is valid from the moment of its entry into force until its termination.

5.4. The Agreement is terminated:

5.4.1. By agreement of the Parties.

5.4.2. At the initiative of one of the Parties, unilaterally out of court (unmotivated unilateral withdrawal from the Agreement) by prior notification sent in accordance with clause 13.3 of the Offer to the other Party 30 (thirty) calendar days prior to the expected termination date.

5.4.3. In case of suspension of the Partner's participation in the Program for a period of more than 3 (three) calendar months from the date of sending the appropriate notification from the REC to the Partner, in accordance with clause 7.4 of the Offer.

5.4.4. At the REC's initiative, unilaterally out of court (unilateral withdrawal from the Agreement) immediately after receiving the appropriate notification by the Partner in case of violation by the Partner of the terms of the Agreement, including in case of violation by the Partner of the obligation to pay remuneration provided for in clause 6.2 of the Offer.

5.4.5. At the end of the paid period of participation in the Program, in case of non-payment by the Partner of the next period of participation in the Program, from the date following the last paid day.

5.4.6. In other cases stipulated by the legislation of the Russian Federation and/or this Agreement.

5.5. In the event of unilateral termination, the Agreement shall be deemed terminated, and the obligations of the Parties provided for in the Agreement shall be deemed terminated, with the exception of obligations that arose before the date of termination and were not fulfilled by the time of unilateral termination of the Agreement, from the date of receipt of the relevant notification, unless another date is specified in the notification or another period is not provided for in the Agreement.

5.6. The Partner agrees and acknowledges that making changes to the Offer entails making these changes to the Agreement concluded and in force between the REC and the Partner, and such changes to the Agreement come

into force simultaneously with the changes to the Offer from the moment they are posted in the information and telecommunication network Internet on the official website of the REC <https://www.exportcenter.ru/>, except for changes to the Tariff Plan, the procedure for changing which is set out in clause 6.4 of the Offer.

5.7. In case of changes to the Offer, the REC sends the Partner a corresponding notification by e-mail in accordance with the procedure provided for in clause 13.3 of the Offer, within no more than 5 (five) business days from the date of posting the amended Offer in the information and telecommunication network Internet on the official website of the REC.

6. PAYMENT PROCEDURE AND TERMS

6.1. The Partner's participation in the Program under this Agreement is carried out on a reimbursable basis.

6.2. Remuneration is set separately in the form of a fee for participation in the Program for 1 (one) calendar year in accordance with the Tariff Plan. Shorter payment periods, including monthly payments, are not allowed.

6.3. The Partner undertakes to pay the remuneration to the REC in accordance with the procedure provided for in this clause of the Offer.

6.4. If the Partner pays for the next period before the expiration of the current paid period, the next paid period begins to be calculated after the expiration of the current paid period.

6.5. The REC has the right to make changes to the Tariff Plan. The REC notifies the Partner of all changes to the Tariff Plan at least 30 (thirty) calendar days prior to their entry into force. Changes to the Tariff Plan will take effect from the next billing period, but not earlier than 30 (thirty) calendar days from the date of notification to the Partner in accordance with section 13 of this Offer. If the next billing period begins before the expiration of the specified period, changes in the Tariff Plan do not apply to such billing period.

6.6. In order to continue the Partner's participation in the Program under this Agreement until the expiration of the period in which the Partner was granted the relevant right and for which the Partner paid remuneration, the Partner shall pay remuneration to the REC for the next period in accordance with clause 6.8 of the Offer.

6.7. The REC shall inform the Partner in advance of the need for payment and the possible suspension of the Partner's participation in the Program due to a violation of the payment deadline by sending an e-mail notification in accordance with the procedure provided for in clause 13.3 of the Offer, at least 10 (ten) business days before the expiration of the period in which the Partner is granted the relevant right.

6.8. Remuneration is paid as follows:

6.8.1. Along with the notification of the need to pay remuneration, in accordance with the procedure provided for in clause 13.3 of the Offer, the REC shall send an invoice for payment by e-mail in accordance with the tariff selected by the Partner when submitting the Application (applicable to Tariffs No. 1, 2 and 3 of the Tariff Plan).

6.8.2. The Partner or another person authorized by the Partner and agreed upon by JSC REC shall pay the invoice within 30 (thirty) business days from the date of its receipt and send a scanned image of the confirming payment document to the REC.

6.9. The remuneration is paid by the Partner or another person authorized by the Partner and agreed upon by JSC REC by wire transfer in Russian rubles by transferring funds to the REC bank account specified in this Offer. The Partner independently pays the bank's fees that may arise during the payment process.

6.10. The date of fulfillment of the Partner's payment obligations in accordance with the terms of this Agreement is the date on which funds are credited to the REC's current account. If funds are credited to the REC current account outside the period specified in clause 13.7 of the Offer, the first business day after the date of funds transfer to the REC settlement account is considered to be the date of fulfillment of the Partner's payment obligations.

6.11. Upon receipt of funds to the REC account in the amount exceeding the established amount of remuneration, the excess balance of funds is returned to the Partner or another person authorized by the Partner and agreed upon by JSC REC.

6.12. If funds received from the Partner to pay the REC fee is less than the amount established by the Tariff Plan, the Partner's obligation to pay the fee is considered unfulfilled. In this case, REC will notify the Partner within three (3) business days from the date the funds are credited to the REC account, requesting additional payment of the fee to bring it to its full value in accordance with the Tariff Plan.

6.13. Completing closing documents with Partners:

6.13.1. Within 3 (three) business days after receiving the Acceptance Certificate signed by the Partner, REC shall send the Partner a universal transfer document (hereinafter referred to as UTD) by e-mail in accordance with the procedure provided for in clause 13.3 of the Offer (applicable to Tariffs No. 1, 2 and 3 of the Tariff Plan).

In case of the Partner's participation under Tariff No. 4 of the Tariff Plan, the UTD is sent by the REC to the Partner within 5 (five) business days from the moment the Certificate of actual sales is signed by both Parties at the end of the reporting

period (calendar quarter).

6.13.2. Within 10 (ten) business days after sending the UTD to the Partner specified in sub-clause 6.13.1 and 6.13.2 of the Offer, the Partner shall send a reply email with a scanned image of the UTD signed by an authorized person on the part of the Partner,

or a reasoned refusal. If the UTD is signed by an authorized person other than the person who signed the Application, documents confirming the signatory's authority shall be attached to the UTD, according to the list indicated in Appendix No. 1.

6.13.3. If the REC receives a corresponding confirmation e-mail from the Partner, or if the REC does not receive any e-mail from the Partner during the specified period, the obligations of the REC under the Agreement are considered to have been properly fulfilled, and the services are considered to have been rendered.

6.13.4. If the Partner sends a reply email to the REC in accordance with the procedure specified in sub-clause 6.13.3 of the Offer with the Partner's reasoned refusal to participate in the Program, by mutual agreement the Parties may terminate the Agreement by exchanging electronic messages in accordance with the procedure provided for in clause 13.3 of the Offer. In this case, the REC is obliged to return the funds within 10 (ten) business days after mutual confirmation of the termination of the Agreement, less the portion falling within the period from the date of accession to the Offer until the date of receipt by the REC of the specified reasoned refusal.

7. SUSPENSION OF PARTICIPATION IN THE PROGRAM

7.1. The REC has the right to suspend the Partner's participation in the Program with the possibility of subsequent termination of the Agreement in the following cases:

7.1.1. Violation of the terms and payment procedure stipulated in Section 6 of the Offer.

7.1.2. Establishing the fact that the "Made in Russia" stores (shelves in stores) specified in the Application do not match the parameters specified in sub-clause 4.5.2.1 of the Offer.

7.1.3. Violation of the terms of this Agreement and/or other agreements related to the implementation of the agreements of the Parties set forth in this Agreement.

7.1.4. The occurrence of reasonable doubts about the reliability, relevance, correctness and / or validity of the information provided by the Partner as part of the Application, as well as about the activities of the "Made in Russia" stores (shelves in stores) during the Partner's participation in the Program under this Agreement.

7.1.5. If the Partner sends a response email to the REC in the manner specified in sub-clause 6.13.3 of the Offer with the Partner's reasoned refusal to participate in the Program.

7.2. In case of suspension of the Partner's participation in the Program, the REC sends the Partner a corresponding notification by e-mail in accordance with the procedure provided for in clause 13.3 of the Offer, and until the violations and/or doubts specified in clause 7.1 of the Offer are eliminated at its discretion has the right to:

7.2.1. Notify the Partner of the termination of his right, and therefore the right of the Owner or other persons involved in agreement with the REC to use the RIA provided for in the brandbook.

7.2.2. Notify the points of sale where the "Made in Russia" stores (shelves in stores) specified in the Application operate about the suspension of cooperation and the termination of the right to use the RIA provided for in the brandbook.

7.3. If the Partner eliminates the reasons for the suspension of participation in the Program, the REC sends the Partner an appropriate notification of the resumption of his participation in the Program by e-mail in accordance with the procedure provided for in clause 13.3 of the Offer.

7.4. In case of suspension of the Partner's participation in the Program for a period of more than 3 (three) calendar months from the date of sending the corresponding notification from the REC to the Partner, the Agreement is considered terminated. At the same time, the remuneration paid to the REC cannot be refunded to the Partner.

7.5. During the period of suspension of the Partner's participation in the Program, the REC is not entitled to accept payments from the Partner for subsequent periods.

If the Partner sends a payment to the REC during the period of suspension of participation in the Program, the funds will be refunded to the Partner in full.

8. VALIDITY PERIOD AND MODIFICATION OF THE TERMS OF THE OFFER

8.1. The terms of the Offer are applicable to the legal relations of the Parties from the date indicated in the line "Effective Date of the Offer" and are valid until the withdrawal of the Offer by the REC and/or termination of this Agreement.

8.2. REC reserves the right to amend the terms of the Offer and/or withdraw the Offer at any time at its discretion without notifying the Partner about it.

8.3. If the REC makes changes to the Offer, such changes will take effect from the moment the amended text of the Offer is posted in

the information and telecommunication network Internet on the official website of the REC [https://www.exportcenter.ru /](https://www.exportcenter.ru/), unless another date for the entry into force of the changes is additionally determined for such publication.

9. RESPONSIBILITY OF THE PARTIES

9.1. The Parties are responsible for non-fulfillment or improper fulfillment of obligations under the Agreement in accordance with the legislation of the Russian Federation, taking into account the specifics established by this clause.

9.2. If the Partner fails to fulfil the obligation to pay remuneration in accordance with clause 6.2 of the Offer, the REC has the right to demand payment of a penalty (penalty fee) in the amount of 0.1% of the unpaid amount for each day of delay, starting from the day following the expiration date of the deadline set by the Offer, but not more than 10% of the unpaid amount.

9.3. REC is not a guarantor, surety, or other person who ensures the proper fulfillment of obligations under service agreements concluded by the Partner with third parties, is not a party to these agreements, and does not act as a principal, committee, or principal of the Partner when concluding the Agreement.

9.4. The posting of information about the Partner in the information and telecommunication network Internet on the official website of the REC and (or) the "One Window" IS and other notification of third parties about the Partner is purely informational in nature and under no circumstances should be regarded as a recommendation, advertisement, guarantee, warranty and/or other assurances regarding the Partner's status, the quality of the work performed by him (services rendered).

9.5. By Agreement, the liability of the Parties is limited to the amount of actual damage incurred. Lost profits cannot be reimbursed.

9.6. The REC is not responsible for the claims of third parties against the Partner in case of violation of their intellectual rights when using the RIA provided by the REC.

9.7. The Partner is solely responsible to third parties for the use of the RIA, including outside the countries provided for by the territory of use in sub-clause 4.2.1.15 of the Offer.

9.8. The Partner shall be solely responsible to the REC for any violation of the rights to the RIA, the rights to use which have been transferred by the REC to the Partner, as well as responsibility for the violation of the rights to the RIA by third parties to whom the Partner has transferred the right to use the RIA in accordance with the terms of this Agreement. The Partner immediately informs the REC about all cases of violation of the rights to the RIA. At its own expense the Partner undertakes to resolve all claims arising in relation to the use of the RIA, as well as lawsuits.

9.9. Force majeure clause (on exemption from liability in connection with the occurrence of force majeure circumstances) of the International Chamber of Commerce (ICC) (full form, amended in March 2020) is an integral part of the Agreement.

9.10. Political and/or economic sanctions against REC JSC, both those already imposed at the time of the conclusion of the Offer, and sanctions that may be imposed during the execution of the Offer, are not recognized as force majeure circumstances for the purposes of executing the Offer on the part of the Partner.

10. ANTI-CORRUPTION CLAUSE

10.1. In fulfilling their obligations under the Agreement, the Parties undertake not to pay, offer to pay, or authorize the payment of any funds or valuables directly or indirectly to any persons in order to influence the actions or decisions of these persons in order to obtain any unlawful advantages or for other unlawful purposes.

10.2. In fulfilling their obligations under the Agreement, the Parties will not carry out actions qualified by applicable law as giving or receiving bribes, bribery, as well as actions that violate the requirements of applicable legislation, including international legislation, on countering the legalization (laundering) of proceeds from crime.

10.3. In case of violation by one Party of the obligations to refrain from the actions specified in clauses 10.1 and 10.2 of the Offer, the other Party has the right to terminate the Agreement unilaterally out of court (unilateral withdrawal from the Agreement) by sending a notification to the other Party in accordance with clause 13.3 of the Offer on the termination of the Agreement, indicating the date of termination of the Agreement.

11. DISPUTE RESOLUTION PROCEDURE

11.1. Any disputes, disagreements, or claims arising out of or in connection with the Agreement, or in relation to the conclusion, execution, violation, termination, or invalidity of the Agreement (or in connection with any of the above), shall be settled by the Parties through negotiations. A Party that has received a written claim from the other Party is obliged to review it and send a response within 10 (ten) business days from the date of receipt of the claim.

11.2. In the event that disputes, disagreements or claims are not settled through negotiations, in compliance with the claim procedure specified in clause 11.1 of the Offer the dispute is subject to transfer to the Arbitration Court at the location of the REC for resolution in accordance with the procedure provided for by the current legislation of the Russian Federation.

12. CONFIDENTIALITY

12.1. Each Party undertakes to maintain the confidentiality of all information, data, materials, intellectual property or communications provided to it by the other Party during the term of the Agreement, as well as for 5 (five) years after its expiration, which relates to the Agreement and is marked "Confidential" or with words of a similar meaning after the date of entry into force of the Agreement. Confidential information includes any information that, at the time of transmission by the disclosing Party to the receiving Party, will be determined to be confidential information, even in the absence of any markings.

12.2. The receiving Party has no right to disclose such information to third parties without the prior written consent of the disclosing Party or to use such information for any purpose other than for the purpose of fulfilling the Agreement.

12.3. It is not a violation of the obligations set out in clauses 12.1 and 12.2 of the Offer to transfer confidential information for the purpose of executing the Agreement to representatives, employees, auditors, professional consultants representing the interests of the Party in relation to the Agreement, as well as in relation to the REC, the transfer of confidential information to organizations belonging to the REC Group (EXIAR JSC, EXIMBANK OF RUSSIA JSC, Autonomous Non-Profit Organization of Additional Professional Education "Export School of Russian Export Center" Joint-Stock Company).

12.4. The information will not be considered confidential and the receiving Party will not have any obligations with respect to this information if this information:

12.4.1. is publicly available and/or cannot be considered confidential in accordance with the legislation of the Russian Federation.

12.4.2. was known or became known on a lawful basis to the receiving Party prior to the time of transfer of such information by the disclosing Party.

12.4.3. is allowed to be distributed (disclosed) with the written consent of the Party in possession of confidential information.

13. LEGALLY RELEVANT MESSAGES

13.1. All notifications, messages, statements, requests, approvals, consents and/or instructions provided for in the Agreement (hereinafter referred to as messages) are carried out by the Parties in electronic form using a simple electronic signature (unless otherwise provided in the Offer).

13.2. The Parties recognize as a simple electronic signature the e-mail address specified in clause 13.4 of the Offer from which the corresponding message was sent.

13.3. The Parties recognize the legal force of e-mail messages in an electronic mail message sent to the addresses specified in document 13.4. of the Offer, containing directly in these messages or as an attachment to them of information and data related to this Agreement:

13.3.1. The Parties recognize the equivalence of such messages to paper documents signed with the handwritten signature of the authorized person of the Party. The Parties confirm that only the Parties themselves and their authorized persons have access to the relevant e-mail addresses specified in clause 13.4 of the Offer.

13.3.2. If it is impossible to send a message by electronic means specified in clause 13.3 of the Offer, each Party has the right to send to the other Party a message executed on an official letterhead on paper signed by the authorized person of the relevant Party by registered mail with a delivery notification or by courier.

13.4. Messages sent by e-mail should be sent:

for REC – from the email address that contains the domain name @exportcenter.ru;

for the Partner – from the email address specified in the Application.

13.5. The Parties have no right to refer to the lack of proper notification for technical reasons, including errors in specifying the email address, email failure, etc.

13.6. The Parties undertake to notify each other of any change in their addresses in advance, but no later than 5 (five) business days from the date of the changes in the e-mail address. The Partner notifies the REC of the change of the e-mail address by sending an e-mail from the new address without the need to re-send the Application. If one Party has not notified the other Party of such changes, all messages sent by the other Party to the last known address of the first Party shall be considered duly received by the other Party from the date of their sending, regardless of their actual receipt.

13.7. The message will be considered delivered when sent by e-mail on the day of sending the message if it is sent on business days between 09:00 and 18:00 (Moscow time).

13.8. The burden of proving the content of the message is borne by the Party initiating its transmission to the other Party.

14. REPRESENTATIONS AND WARRANTIES

14.1. REC enters into the Agreement and fulfills its obligations under it, relying, among other things, on the assurances regarding the representations set out in this clause (hereinafter referred to as the Representations and Warranties). The Partner assures, guarantees and confirms to the REC that:

14.1.1. By entering into the Agreement and fulfilling obligations under it, the Partner:

- (a) acts in his own interests and is not an agent, commission agent or any other kind of representative of any third party;
- (b) has confirmed legal personality and authority to conclude and execute the Agreement, all necessary approvals for the conclusion and execution of the Agreement in accordance with the procedure provided for by applicable law, as well as internal documents of the Partner (if any), which have been duly received and not revoked.

14.1.2. Payment of remuneration by the Partner in accordance with section 6 of the Offer is not made from funds received under any federal and/or regional government support programs.

14.1.3. The conclusion and execution of the Agreement will not violate any of the Partner's rights and obligations to third parties.

14.1.4. The person acting as the authorized representative of the Partner at the conclusion of the Agreement (including signing the Application) has sufficient authority to perform actions on behalf of the Partner, including those related to the conclusion and execution of the Agreement. The Partner certifies and guarantees that the authority of the person is properly confirmed and executed in accordance with the requirements of applicable law.

14.1.5. The details and information about the Partner contained in the relevant trade or other register containing data on business entities in the Partner's country of registration (if any) is reliable, up-to-date and accurate as of the date of submission or the date indicated as the date of provision of such information.

14.1.6. The conclusion and execution of the Agreement by a Partner is not a legal fact entailing non-fulfillment or termination of obligations under documents or contracts that are legally binding for the Partner, and does not contradict applicable legislation, internal documents of the Partner (if any), or other documents or contracts that are legally binding for the Partner.

14.1.7. The Partner is solvent, is not in the process of reorganization in the form of division or separation, is not in the process of liquidation, its economic activity has not been suspended, no insolvency (bankruptcy) procedures have been introduced against it, and property, including those necessary to fulfill obligations under the Agreement, has not been seized and is not expected to be seized.

14.1.8. Regarding the Partner, there is no information in the lists of organizations and individuals for whom there is information about their participation in extremist (terrorist) activities, including activities related to financing the proliferation of weapons of mass destruction.

14.1.9. Regarding the Partner, there is no information in the registers of unscrupulous suppliers provided for by Federal Law No. 223–FZ "On Procurement of Goods, Works, and Services by Certain Types of Legal Entities" dated July 18, 2011 and Federal Law No. 44–FZ "On the Contract System for Procurement of Goods, Works, and Services for State and Municipal Needs" dated April 05, 2013.

14.1.10. All issued licenses, permits, certificates and other title and/or supporting documents of the Partner necessary for the conclusion and execution of the Agreement are valid, not suspended or terminated. The Partner confirms the absence of grounds for their withdrawal.

14.1.11. The Partner is a person duly registered and, if applicable, incorporated in accordance with applicable law. The Partner's registration date is at least one year prior to the date of receipt of the Application by the REC.

14.1.12. The Partner carries out its activities in accordance with applicable laws and internal documents (if any).

14.1.13. There are no events or circumstances that constitute non-fulfillment of obligations under any document that is legally binding on the Partner, or that impose restrictions on the disposal of property that have or may have an impact on the fulfillment of obligations under the Agreement.

14.1.14. No judicial, arbitration or administrative proceedings have been initiated against the Partner, to which the REC is a party, no investigative actions are being carried out in the framework of the proceedings to which the REC is a party, and there is no decision of the authorized body or court that has entered into force in the framework of the proceedings to which the REC is a party.

14.1.15. No judicial, arbitration or administrative proceedings have been initiated against the Partner, no investigative actions are being carried out, and there is no decision of the authorized body or court that has entered into force that can affect the legality and validity of the Agreement, as well as the proper fulfillment by the Partner of obligations under it.

14.1.16. No criminal case has been initiated against the Partner (applicable for a Partner who is an individual registered as an individual entrepreneur, the head of the Partner (applicable for a Partner who is a legal entity) on the grounds of committing a crime in the sphere of economic activity and/or against state authorities.

14.1.17. The Partner (applicable for a Partner who is an individual registered as an individual entrepreneur, the head of the Partner (applicable for a Partner who is a legal entity) does not have a criminal record for crimes in the field of economic activity and/or against government authorities.

14.1.18. The Partner has no unfulfilled obligation to pay taxes, fees, insurance premiums, penalties, fines, and interest payable in accordance with the legislation of the Russian Federation on taxes and fees.

14.1.19. All factual information provided by the Partner in connection with the preparation, conclusion and execution of the Agreement is reliable and accurate as of the date of its submission.

14.1.20. On each date of the information provided by the Partner, there was no concealment of information that, if disclosed, would make any other information provided unreliable or misleading in any material respect.

14.1.21. The Partner has the necessary financial, economic, production and other resources to provide services to Clients.

14.1.22. The Partner has qualified and sufficient staff to develop the "Made in Russia" stores (shelves in stores) provided for in the Application.

14.1.23. The person who actually uses a simple electronic signature to sign documents as part of the conclusion and execution of the Agreement is the authorized person of the Partner and the legal owner of such signature.

14.1.24. The Partner has fully read the terms of the Offer, fully understands the subject matter of the Offer and the Agreement, the meaning and consequences of their actions in relation to the conclusion and execution of the Agreement.

14.2. The representations and warranties, including those set out in clause 14.1 of the Offer, are provided by the Partner as of the date of acceptance of the Offer. Except in cases where any representations and warranties shall be provided on a specific date, all representations and warranties are considered to have been provided by the Parties again on the date of signing each document as part of the execution and termination of the Agreement. In case of repeated provision of representations and warranties, they apply to the circumstances existing at the time of their repeated provision.

14.3. The Partner confirms his awareness that the reliability of the representations and warranties, including those specified in clause 14.1 of the Offer, is essential for the conclusion and execution of the Agreement.

14.4. The REC, which relied on false representations and warranties, including those specified in clause 14.1 of the Offer, has the right to unilaterally terminate the Agreement out of court by notifying the Partner about it. The Agreement is considered terminated from the moment the Partner receives the relevant notification or from the date specified by the REC in the relevant notification.

14.5. If any of the representations and warranties, including those specified in clause 14.1 of the Offer, turns out to be unreliable, the REC has the right to demand full compensation for damages caused to it due to the unreliability of such representations and warranties.

15. MISCELLANEOUS

15.1. The Offer, the Agreement, its conclusion and execution are regulated and subject to interpretation in accordance with the legislation of the Russian Federation.

15.2. Each of the Parties will bear its own costs incurred in fulfilling the terms of the Agreement, with the exception of cases stipulated by the Parties in separate agreements, as well as those costs incurred by the REC in connection with non-fulfillment /improper fulfillment by the Partner of its obligations.

15.3. If one or more provisions of the Offer and/or Agreement are invalid or unenforceable for any reason, such invalidity shall not affect the validity of any other provision of the Offer and/or Agreement, which shall remain in force.

15.4. For the purposes of the Agreement, "business day" means any day, with the exception of Saturdays, Sundays and non-working holidays, on which banks are open for operations on the territory of the Russian Federation.

15.5. The Party may not transfer (assign) its rights and obligations under this Agreement to third parties, either in full or in part, without the prior written consent of the other Party to the Agreement.

15.6. The Parties undertake to immediately notify each other of any changes in any information specified during the conclusion and/or execution of the Agreement, and bear the risk of adverse consequences in the event of improper and/or late notification of such changes to the other Party.

15.7. Russian and [*foreign*] languages are used in this Offer, and in case of disagreement, the text written in Russian shall prevail.

15.8. Appendix:

15.8.1. Appendix No. 1. Application Form.

15.8.2. Appendix No. 2. Report Form.

15.8.3. Appendix No. 3. Tariff Plan.

16. REC BANK DETAILS

Name: Russian Export Center JSC

Business address: 12 Krasnopresnenskaya Embankment, entrance 9, Moscow, 123610, Russian Federation

Tel.: +7 (495) 937-47-47

TIN: 7703376553, RRC: 770301001

Russian Federation, Moscow

Effective date of the Offer: ____ 20__ .

Appendix No. 1

to the Offer for the conclusion of agreement
on the development of stores (shelves in stores) of
retail trade of Russian
"Made in Russia" products in foreign countries

Form

APPLICATION

to the Offer for the conclusion of agreement on the development of stores (shelves in
stores) of retail trade of Russian "Made in Russia"
products in foreign countries

Section I. General information about the Applicant:

1. Full name of the organization:	
2. TIN:	
3. PSRN:	
4. Registered address:	
5. Location:	☐ consistent with the registered one ☐ not consistent with: specify
6. Head of the company: (full name and position):	
7. Official website in the information and telecommunication network "Internet" (or otherwise):	
8. Contact details of the responsible person (full name, position, contact phone number, e-mail address):	

Section II. Information about "Made in Russia" stores (shelves in stores) where Russian export products (goods, works, services, results of intellectual activity) are located and/or planned to be located:

										These cells are filled in only for "Made in Russia" stores (shelves in stores) already opened by the Partner						
S. N o.	Retail sales point	Target market	Sales model (store or shelf in store)	Product category / other segmenting characteristic of the store	Sellers (suppliers) of Russian products for placement in the store (shelf in store)	Weather the store will be branded "Made in Russia"?*	Store owner**	Registration number of the owner company, if it differs from the Applicant	Store name	Link/ store address	Store opening date	Sales volume in the store for the last ended calendar year (in rubles at the exchange rate of the Bank of Russia as of the Application date)***	Sales volume in the store from January 1 of the current year to the last date of the last calendar month before the calendar month in which the accession takes place (in rubles at the exchange rate of the Bank of Russia as of the Application date)***	Number of Russian manufacturers whose products are placed in the store****	Number of products in the store as of the date of joining the Offer	Are there only Russian goods in the store (shelf in the store)?*** **

* If the Partner considers it impossible to brand the "Made in Russia" store at the time of joining, it is necessary to attach a motivated position on this issue, including a plan when such branding can be carried out.

** If the owner of the store (shelf in store) is a person other than the Applicant, it is necessary to attach to the Application a scanned copy of a document confirming the Applicant's affiliation and/or cooperation with this person, allowing the provision of services for the placement of Russian export products in this store and (or) allowing the use of the store's site (shelf in store) by the Applicant.

*** Screenshots shall be attached to the Application, confirming this volume of sales in retail stores (shelves in stores).

**** Detailed data on Russian manufacturers and Russian export products placed in the store shall be additionally listed in accordance with the form agreed with the REC.

***** Non-Russian products will be removed/moved from the store no later than 10 (ten) business days from the date of joining the Offer.

Section III. Cooperation Format:

Specify the tariff according to the Tariff Plan*	☐ General ☐ Partner of the National Store+ ☐ Partner of the Russian National Pavilion+ (excluding the People's Republic of China) ☐ Partner of the Russian National Pavilion in the People's Republic of China+
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*- 1 separate tariff applies to 1 country for an unlimited number of stores (shelves in store) in a given country.

The Applicant confirms the accuracy of the data specified in this Application and compliance with all the terms and conditions of the Offer.

List of documents attached to the Application:

1. Information about retail stores (shelves in stores) in which Russian export products (goods, works, services, results of intellectual activity) are placed (planned to be placed) for inclusion in the "Made in Russia" chain of stores (shelves in stores).

2. Documents (scanned images, translated into Russian (if necessary) and certified by the authorized person) confirming the signatory's authority:

- (a) the registered articles of association with a note on state registration, including the document in the current version (including all amendments thereto (for residents – with notes on their state registration) and the document in the version in force at the time of appointment of the current Sole Executive Body (SEB) (including all amendments thereto (for residents – with notes on their state registration), if the articles of association in force at that time is not the current version of the articles of association;
- (b) extract from the Unified State Register of Legal Entities (USRLE) / extract from a commercial or other register confirming the company's registration (issued no earlier than 30 days before the date of submission to the REC);
- (c) the document on the appointment of the current SEB;
- (d) power of attorney for the signatory (if there is a sub-delegation – also the entire chain of sub-delegation);
- (e) if the signatory acts under the power of attorney:
 - i. a document on the appointment of SEB that was in effect at the time the power of attorney was issued (if the transfer of power of attorney was at the time the original power of attorney was issued), if such

- SEB differs from the current SEB;
- ii. the articles of association in force at the time of the appointment of SEB that issued the power of attorney for the signatory, if the articles of association in force at that time are not the current version of the articles of association;
 - iii. documents limiting the powers of the signatory in comparison with how they are formulated in the power of attorney, or written confirmation of the absence of such restrictions (if applicable) – as of the current date;
 - iv. passport of the country of registration of the subject of legal relations as a citizen.
- 3. Consent to personal data processing.
 - 4. Other documents (if necessary).

Head of the organization

Signature Full name.

L.S. Date:

Appendix No. 2

to the Offer for the conclusion of agreement
on the development of stores (shelves in stores) of retail trade of Russian "Made in
Russia" products in foreign countries

Form

REPORT

(issued on the official letterhead of the partner company)

By this letter, I send information on the results of the activities of stores (shelves in stores) of retail trade of "Made in Russia" products indicated in the Application, in accordance with the Agreement between Russian Export Center JSC and *[Name of the partner company]*, for the period from *[specify the reporting period]*.

Appendix:

1. Information about stores (shelves in stores) of retail trade of "Made in Russia" products for the reporting period (according to the form in the appendix to the report).
2. Other documents (uploads, screenshots, etc.).

Head of the organization

Signature Full name.

L.S. Date:

Information about the Partner's "Made in Russia" retail stores (shelves in stores)

S. N o.	Point of sale	Target market	Sales model (store or shelf in store)	Product category / other segmenting characteristic of the store	Is the store branded "Made in Russia"?*	Store owner	Registration number of the owner company, if it differs from the Partner	Store name	Link/store address	Store opening date	Volume of sales in the store during the reporting period (in rubles at the exchange rate of the Bank of Russia on the date of the Application)**	Number of Russian manufacturers whose products are placed in the store***	Number of products in the store as of the date of the report	Are there only Russian products in the store (shelf in store)?

* If the Partner considers it impossible to brand the "Made in Russia" store, it is necessary to attach a motivated position on this issue, including a plan when such branding can be carried out.

** Screenshots confirming this sales volume shall be attached to the report.

*** Detailed data on Russian manufacturers and Russian export products placed in the store shall be additionally listed in accordance with the form agreed with the REC.

to the Offer for the conclusion of agreement
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TARIFF PLAN

Cost of participation in the Program under this Agreement is set under the following conditions:

Tariff No. 1: "General"	The cost of participation in the Program for 1 (one) calendar year is 500,000 (five hundred thousand) rubles, incl. VAT, including the cost of a license for the non-exclusive right to use the RIA
Tariff No. 2: "Partner of the National Store+"	The cost of participation in the Program for 1 (one) calendar year is 100,000 (one hundred thousand) rubles, incl. VAT, including the cost of a license for the non-exclusive right to use the RIA <i>This tariff can be selected <u>only</u> if the Partner or the Owner of the National Stores indicated by the Partner in the Application has the Offer valid on the date of filing the Application with the REC for the conclusion of agreement on the development of stores (shelves in stores) of retail of Russian "Made in Russia" products in foreign countries.</i> <i>In case of termination of the document - the basis for the preferential tariff. REC JSC has the right to add additional cost of services until the end of the offer in proportion to the number of calendar days.</i>
Tariff No. 3: "Partner of the Russian National Pavilion+" (excluding the People's Republic of China)	The cost of participation in the Program for 1 (one) calendar year is 66,419 (sixty-six thousand four hundred and nineteen) rubles, incl. VAT, including the cost of a license for the non-exclusive right to use the RIA. <i>This tariff can be selected <u>only</u> if the Partner has the following documents valid on the date of the Application:</i> <i>Agreement on providing assistance in the</i>

	<i>implementation of events to promote Russian food and industrial products (or) services of the Russian national pavilion, concluded between the REC and the Partner as the Pavilion Operator;</i> <i>agreement on providing assistance in the implementation of events to promote Russian food and industrial products (or) services of the Russian national pavilion in a foreign country at the point of promotion of the pavilion, concluded between the REC, Pavilion Operator and the Partner as the regional partner of the pavilion.</i> <i>In case of termination of the document - the basis for the preferential tariff. REC JSC has the right to add additional cost of services until the end of the offer in proportion to the number of calendar days.</i>
Tariff No. 4: Partner of the Russian National Pavilion in the People's Republic of China+	The cost of participation in the Program for 1 (one) calendar year is regulated by the terms of the agreement on assistance in the implementation of events to promote Russian food, industrial products and (or) services of the Russian national pavilion in the People's Republic of China at the point of promotion of the pavilion. <i>This Tariff may be selected only if as of the Application submission date the Partner has the following:</i> <i>agreement to assist in the implementation of events to promote Russian food, industrial products, and/or services of the Russian national pavilion in the People's Republic of China, concluded between the REC and the Partner as the Pavilion Operator;</i> <i>agreement to assist in the implementation of events to promote Russian food, industrial products, and/or services of the Russian national pavilion in the People's Republic of China at the pavilion's promotion point, concluded between the REC, the Pavilion Operator, and the Partner as the pavilion's regional partner.</i> <i>In the event of termination of the document providing the basis for the preferential tariff, JSC REC reserves the right to charge an additional fee for the provision of</i>

	<i>services until the expiration of the offer, proportionally to the number of calendar days.</i>
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In case of suspension and/or termination of the agreements (contracts) of the Partner or the Owner of the stores (shelves in stores) “Made in Russia” specified by the Partner in the Application with the REC, as specified in this Tariff Plan, Appendix No. 3 to the Offer:

- (a) The REC has the right to suspend the Partner's participation in the Program with the possibility of subsequent termination of the Agreement on the terms in accordance with sub-clauses 7.2–7.5 of the Offer;
- (b) The Partner has the right to reapply for joining the Offer.

Appendix No. 4

to the Offer for the conclusion of agreement
on the development of stores (shelves in stores) of retail trade of Russian "Made in
Russia" products in foreign countries

Form

**CERTIFICATE No. dated " ____ " _____ 20__ .
of Acceptance and Transfer of Non-Exclusive Rights**

The city of Moscow
_____ 20__.

" ____ "

Russian Export Center JSC, hereinafter referred to as REC, represented by [*specify position, full name*], acting on the basis of [*specify the document confirming the authority of the person*] No. [*specify number, if any*] dated [*specify the date of issue of the document in the format 00.00.0000*] as the first part and [*specify the name of a legal entity*], hereinafter referred to as the "Partner", represented by [*specify position, full name*], acting on the basis of [*specify the document confirming the authority of the person*] No. [*specify the number, if any*] dated [*specify the date of issue of the document in the format 00.00.0000*] as the second part, together referred to as the "Parties", have drawn up and signed this Certificate (hereinafter referred to as the Certificate) on the basis of the Offer to conclude agreement on the development of stores (shelves in stores) of retail of Russian "Made in Russia" products in foreign countries (hereinafter referred to as the Offer) as follows:

1. 1. The Partner has fulfilled the obligation to pay the remuneration to the REC in full, as established by the relevant tariff, and has been notified of its accession to the Offer and the entry into force of the Agreement dated " ____ " _____ 20__³.

2. The REC has transferred, and the Partner has accepted, a license for the non-exclusive right to use the results of intellectual activity and equivalent means of individualization (hereinafter referred to as RIA) provided for in sub-clause 4.2.11 of the Offer, namely:

S.No.	Name	Number	UoM	Term
1	[<i>specify the name</i>]	1	pc.	1 year according to the terms of the Offer
3. The cost of transferring the RIA specified in clause 1 of this Certificate is included in the amount of REC's remuneration provided for in the Offer. 4. The REC has fulfilled all obligations to transfer the RIA in full in accordance with the terms of the Offer. 5. The Partner has no claims against the REC regarding the transferred RIA.				

³ This clause is applicable only if the Partner joins this Offer under Tariffs No. 1, 2, 3 of the Tariff Plan.

S.No.	Name	Number	UoM	Term
6. This Certificate is drawn up in two copies having the same legal force, one copy for each of the Parties.				

REC:

[specify the name of the legal entity]

[specify position, full name]

The Partner:

[specify the name of the legal entity]

[specify position, full name]

Signature (L.S.)

Signature (L.S.)