

**GENERAL TERMS OF AGREEMENTS
ENTERED INTO BY JSC NordStar Airlines**

Applicable since March 25, 2022

Definitions

General Terms and Conditions shall mean these General Terms and Conditions of Agreements that are an integral part of the Agreement.

Agreement shall mean the Agreement in which the Parties have agreed on the application of these General Terms and Conditions.

Company shall mean JSC NordStar Airlines.

Counterparty shall mean a party to the Agreement entered into with the Company. Parties/Party shall mean the Company and/or the Counterparty.

Section 1. Price and Settlement/Payment Procedure

1.1. The Agreement price shall be determined by the Parties based on the fact that the obligations of the Counterparty provided for in the Agreement are performed within the terms set forth in the Agreement.

The Counterparty agrees that the Company's obtaining of performance under the Agreement beyond the established terms directly affects the agreement reached by the Parties on the equivalence of the amount of payment under the Agreement to the actual cost of work performed/services rendered/goods supplied under the Agreement.

In view of the foregoing, the Parties have agreed that the liability stipulated by the Agreement for the delay in the performance of obligations and actual implementation thereof, in the presence of the grounds provided for in the Agreement, shall be aimed, inter alia, at maintaining the economic feasibility of obtaining performance under the Agreement for the Company.

1.2. The Counterparty shall no later than the twentieth (20th) day of the month following the reporting month provide the Company with a reconciliation statement.

Section 2. Representations and Warranties

2.1. Each Party represents and warrants to the other Party that:

- the execution and/or performance of the Agreements by the Party does not contradict any laws, regulations of state and/or local authorities, local regulations of the Party and judicial decisions;

- the Party has received all permits, approvals and consents required to enter into and/or perform the Agreement (inter alia, in accordance with the applicable legislation of the Russian Federation or the constituent documents of the Party);

- The Party is not insolvent or bankrupt, is not in the process of liquidation, its property in the part material for the Agreement performance has not been seized, its operations have not been suspended;

- if the performance of work/provision of services/supply of goods under the Agreement in accordance with the requirements of the laws requires the availability of authorizations (licenses, extracts from the register of SRO members, admissions, etc.), the Party has the relevant documents;

- prior to signing the Agreements, the Party has read its text, it understands the meaning of all its provisions, including the conditions on the procedure for imposition and amount of liability arising for non-performance/improper performance of its obligations, and, acting for itself, fully recognizes and unconditionally accepts all its conditions, including the amount of penalties and fines;

- The signatory to the Agreement is authorized to do so in accordance with the law and constituent documents of the Party.

In addition, the Counterparty represents and warrants to the other Party that it pays all taxes and fees in accordance with the applicable legislation of the Russian Federation, maintains and timely submits tax and other reporting to the tax and other state authorities, and reflects the VAT¹ paid by the Company as part of the price of work/services/goods in the tax reporting; it understands the importance and significance for the Company of the execution and proper performance of the Agreement, as well as the possible adverse consequences for the Company in case of Counterparty's non-performance/improper performance of its obligations under the Agreement.

All of the above representations and warranties are material for the Agreement execution, performance or termination, and the Parties shall rely thereon.

2.2. The Party that provided misleading warranties and representations shall reimburse the other Party at its request for losses caused by such misleading warranties and representations.

2.3. The Party that relied on inaccurate assurances of the other Party that are of material importance for the same, along with a claim for damages, may also repudiate the Agreement.

Section 3. Compensation for Property Losses (as a Result of Claims of Tax Authorities)²

3.1. The Counterparty shall reimburse the Company's property losses arising at any time after the Agreement execution, in the event that, on the basis of the decision of the tax authority (hereinafter referred to as the Decision), property claims are brought against the Company due to the failure of the tax authority to confirm the Company's right to deduct the VAT³ amounts transferred by the Company in favor of the Counterparty, and/or the refusal of the tax authority to recognize the Company's right to include the cost of the work performed/services rendered/goods supplied under the Agreement in the expenses for the purpose of calculating corporate income tax.

3.2. The amount of remuneration shall be equal to the amount of property claims (including penalties) filed by the tax authority against the Company and increased by an amount equal to the amount of income tax that the Company will have to pay in connection with the receipt of reimbursement for property losses. The amount of reimbursement shall be determined by multiplying the amount of property claims brought by the tax authority (including penalties) by 1.25.

3.3. The Company may apply for reimbursement for property losses to the Counterparty after the entry into force of the Decision. At the same time, the challenging of the Decision by the Company shall not be a prerequisite for the Counterparty's claim for compensation for property losses.

¹ if applicable;

² This Section shall not apply to agreements the price of which does not exceed one (1) million rubles (including VAT); agreements with state authorities, local authorities and subordinate institutions, inter alia, for the provision of state and municipal services; foreign economic contracts, with the exception of contracts executed by a branch/representative office of a foreign legal entity registered in the Russian Federation; public contracts; agreements on the purchase and sale of shares or interests in the authorized capitals of business entities, equity units, loan and facility agreements, agreements with credit institutions, insurance contracts; agreements with individuals not registered as individual entrepreneurs; donation agreements, agreements with registrars and depositories that register rights to emission securities, agreements with stock exchanges, contracts with information agencies accredited by the Bank of Russia.

³ if applicable.

3.4. In support of the claim to reimburse property losses, the Company shall provide the Counterparty with the following documents:

– an extract from the Decision that has come into legal force, certified by the Company, by virtue of which property losses arise;

– a copy of the tax payment claim issued on the basis of the Decision (hereinafter referred to as the Claim).

3.5. The Counterparty shall, within five (5) business days from the date of receipt of the relevant claim from the Company with the attachment of supporting documents, reimburse the Company for property losses by transferring funds to its settlement account.

For violation of the term of compensation for property losses, the Counterparty shall pay the Company a penalty in the amount of 0.2% of the amount of property losses subject to reimbursement for each day of delay.

3.6. If the Decision or Claim is declared invalid by a superior tax authority or court, the Company shall refund the reimbursed property losses to the Counterparty in the amount of the sum received, the charging or collection of which was recognized by the superior tax authority or court as illegal.

3.7. In this case, the amount of property losses refunded to the Counterparty shall be reduced by the amount of expenses incurred by the Company in order to recognize the Decision and/or the Claim as invalid (expenses for pre-trial appeal and court costs in proportion to the amount of property losses, the charging or collection of which was recognized as illegal by the higher tax authority or by the court).

3.8. The Company shall refund the amount of property losses previously reimbursed by the Counterparty within 10 (ten) business days from the date of:

– expiration of the term for appealing judicial acts or the entry into force of the last judicial act in the case, upon consideration of which the Decision or the Claim was declared invalid, unless the Decision and the Claim have been enforced by that time;

– the actual refund (offsetting) to the Company by the tax authority pursuant to the court decision, by which the Decision was declared invalid, if the Decision and the Claim has not been executed by that time.

Section 4. Liability of the Parties

4.1. The Counterparty may not transfer its rights under the Agreement to third parties without the prior written consent of the Company. In the event that the Counterparty transfers its rights under the Agreement to third parties without the prior written consent of the Company, the Counterparty shall pay the Company a penalty of 10% of the Agreement price for each violation.

4.2. The Counterparty shall be entitled to engage third parties in the performance of the Agreement only with the written consent of the Company. The Counterparty shall be responsible for the performance of Counterparty's obligations under the Agreement by third parties. If the Company establishes the fact of engaging subcontractors/co-contractors by the Counterparty without the written consent of the Company, the Counterparty shall pay the Company a penalty in the amount of 10% of the Agreement price for each case of violation.

4.3. In case of non-performance or improper performance by the Counterparty of its obligations under the Agreement, the Company shall be entitled to repudiate the Agreement unilaterally by sending a corresponding notice to the Counterparty. In this case, the Counterparty shall also pay the Company a penalty of 20% of the Agreement price.

4.4. In the event of early termination of the Agreement, the Counterparty shall refund the amount of the advance payment to the Company less the cost of the goods actually delivered/services/works actually performed and accepted by the Company within three (3) days of the Agreement termination date.

Should the Counterparty breach the term for the refund of the advance payment stipulated by the Agreement, the Counterparty shall pay the Company a penalty of 0.2% of the amount refundable for each day of delay.

4.5. Given that the proper and timely fulfillment by the Party of its obligations under the

Agreement is material for the other Party, the Parties acknowledge that the amount of penalties established by the Agreement is proportionate to the consequences of the failure to perform or improper performance by each of the Parties of the relevant obligations under the Agreement.

4.6. The Counterparty shall reimburse the Company for losses caused by non-performance or improper performance by the Counterparty of its obligations under the Agreement in full in excess of the penalties established by law and the Agreement.

4.7. The Company may withhold the amounts of losses and penalties provided for by the Agreement, inter alia, after its early termination, from the amounts payable to the Counterparty under the Agreement, as well as under any other agreements entered into with the Counterparty.

4.8. The Counterparty is aware of possible adverse consequences for the Company, including those entailing the occurrence of losses for the Company or threat thereof, in the event of non-performance/improper performance by the Counterparty of its obligations.

4.9. The Counterparty has assessed the possibility of such consequences and shall assume the risks associated with the application of liability set forth by the Agreement, the amount of which is proportional to the consequences of violation of the relevant obligations.

4.10. When executing the Agreement, the Parties understand that they are free to establish their rights and obligations and to determine any terms of the Agreement that do not contradict the law. By signing the Agreement, the Parties confirm their voluntary consent as to the amount, grounds and procedure for the application of penalties for violation of the obligations provided for in the Agreement.

4.11. If the Counterparty performs work/renders services on the Company's premises and the Company establishes the fact of theft of the Company's property (including products manufactured by the Company) or an attempt to commit it by a Counterparty's employee; detection of the Company's property in buildings, premises and structures owned or leased by the Counterparty; as well as in the event of detention of the Counterparty's employees by the Company's security service at an attempt to steal the Company's property, the Counterparty shall reimburse the Company for losses, including the cost of the stolen property, in full within ten (10) days from the date of receiving the notice from the Company.

Section 5. Force Majeure

5.1. The Parties may be released from liability for failure to fulfill their obligations under the Agreement in the event of force majeure, which means external, extraordinary and unavoidable events under given circumstances, that did not exist at the time of signing the Agreement and arose against the will of the Parties.

5.2. The Party affected by force majeure shall, within five (5) calendar days, notify the other Party about the occurrence and possible duration of force majeure. The Party that fails to inform about the occurrence of the above circumstances in a timely manner shall be deprived of the right to refer to the same.

5.3. The fact of occurrence of force majeure shall be documented by the competent authority.

5.4. In case of impossibility of full or partial fulfillment of obligations due to force majeure, the actual or possible duration of which is one month or more, the Party whose fulfillment of obligations is not affected by force majeure shall have the right to terminate the Agreement in whole or in part without obligations to compensate for any termination-related losses.

Section 6. Confidentiality

6.1. The Parties shall maintain the confidentiality of information exchanged between them regarding the Agreement, the course of its performance and the results obtained, including those contained in documents that are labeled as "trade secret", shall not disclose this information to third parties without the prior written consent of the other Party to the Agreement.

In case of violation of these conditions, the Counterparty undertakes to reimburse the Company for losses caused to the Company in connection with the disclosure of information pertaining to the Agreement performance.

6.2. The obligations of the Parties to maintain the confidentiality of the information

received shall not apply to publicly available information.

Section 7. Dispute Resolution Procedure

7.1. In order to comply with the mandatory pre-trial dispute resolution procedure, the Parties have agreed to resolve all disagreements pertaining to the Agreement performance and/or non-performance by sending a claim signed by an authorized person (a graphic image of the claim if sent by e-mail or fax) to the address of the Party in breach of the obligations under the Agreement (to the postal address, or to the e-mail address, or to the fax number specified in the Parties' Details section of the Agreement). The dispute may be referred to the arbitration court for resolution:

- when sending a claim by mail – after fifteen (15) calendar days from the date of sending the claim to the postal address by registered mail with a list of enclosures and an acknowledgement of receipt;
- when sending a claim by means of an express courier service – after seven (7) calendar days from the date of sending the claim to the postal address;
- when sending a claim by e-mail or fax – after five (5) calendar days from the date of sending the claim to the e-mail address or by fax.

The claim shall contain references to violations by the other Party of the Agreement terms, as well as a specific request of the Party that sent the claim.

Section 8. Anti-Corruption Clause

8.1. By signing the Agreement, the Counterparty confirms its familiarization with the Company's Anti-Corruption Policy⁴.

8.2. The Parties:

in the Agreement performance, undertake not to transfer, offer, promise or allow the transfer, as well as ensure that their employees, affiliates or intermediaries do not transfer, offer, promise or allow the transfer, directly or indirectly, of any monetary funds or anything of value to any persons to influence the actions and/or decisions of these persons in order to obtain any undue advantages or to achieve other undue influence on the adoption of any decision by such persons, and not to commit, as well as to ensure that their employees, affiliates or intermediaries do not commit such actions as giving or receiving a bribe, mediation in bribery, commercial bribery, mediation in commercial bribery, as well as other actions that violate the requirements of the legislation applicable for the purposes of the Agreement and international anti-corruption law, and

8.2.1. confirm that during the negotiations and Agreement execution, neither the Parties nor their employees, affiliates or intermediaries perform or permit the performance of the actions specified in Clause 8.2.1 of this Section.

8.3. If the Party has facts or reasons to assume that a violation of Clause 8.2 of this Section has or could have occurred, the relevant Party shall notify the other Party in writing within five (5) business days from the date when it became aware of the committed or possible violation. The notice shall indicate the facts and provide information (materials) confirming or giving reason to assume that a violation of Clause 8.2 of the Agreement has occurred or could have occurred.

The Counterparty's notice to the Company shall be sent to:

- the Department of Economic and Information Security of JSC NordStar Airlines at: security@nordstar.ru.

The notice of the Company to the Counterparty shall be sent to the postal address/e-mail address/fax number specified in the Parties' Details section of the Agreement.

8.4. The Party that received the notice shall provide the other Party with the contact details of the persons responsible for the investigation on its part. within ten (10) business days from the date of the receipt. If the information was not sent within the specified period, the relevant Party may conduct an independent investigation.

8.5. Each of the Parties shall compensate for losses caused to the other Party by violation of the obligations provided for in this Section.

⁴ The Anti-Corruption Policy of JSC NordStar Airlines is available on the official website at (<https://www.nordstar.ru/local/templates/nordstar2020/doc/%D0%9F%D0%BB%D0%90%D0%94.pdf>).

8.6. Should either Party breach Clause 8.2 of this Section, the other Party may repudiate the Agreement unilaterally.

8.7. The Parties shall assist each other in order to prevent corruption and make reasonable efforts to minimize the risk of business relations with counterparties that are involved in corrupt activities.

Section 9. Miscellaneous

9.1. Any amendments to the Agreement shall be valid provided that they are made in writing and signed by authorized representatives of the Parties. The rule specified in this Clause shall not apply to changes in the name, location and bank details of the Parties, and the authorized representative of the relevant Party shall notify the other party thereof by a written notice.

9.2. All notices, messages, other correspondence under the Agreement shall be sent by one Party to the other Party at the postal address, e-mail address, fax number specified in the Agreement. The Parties shall notify each other in writing about changes in addresses and other details within five (5) calendar days from the date of the relevant event.

Any communication (notification) sent to the last address known to the other Party shall be deemed received in three (3) days from the date of sending

– for items sent by courier, fifteen (15) days from the date of sending

– for items sent by registered mail, unless an earlier delivery date is documented by the delivery acknowledgement, on the day of sending - for items sent by e-mail or fax.

Section 10. Intellectual Property

10.1. If in the course of the obligations performance under the Agreement any intellectual property (hereinafter referred to as the IP) is created, protected by the applicable legislation on intellectual property, the exclusive right to such IP shall belong to the Company.

The Counterparty shall be entitled to use the IP created under the Agreement for its own needs on the terms of a free simple (non-exclusive) license during the entire period of validity of the Company's exclusive right.

The Counterparty undertakes to regulate relations with the Counterparty employees being the authors of the IP created in the course of the obligations performance under the Agreement, and the Counterparty hereby acknowledges that the Agreement price includes all possible costs, expenses and payments that may be incurred by the Counterparty, including royalties for the IP creation, etc.

10.2. The Counterparty shall be liable to third parties for the use in the performance of obligations under the Agreement of their IP rights. The Counterparty undertakes to reimburse the Company in full for losses incurred by the Company as a result of any actions of third parties (including copyright holders, inventors and other IP right holders, including Counterparty employees), as a result of any infringement or claimed infringement by the Company of such persons' IP rights, as well as settle all related claims at its own expense.

10.3. Should the Counterparty breach the terms of this Section, the Company shall be entitled to unilaterally withdraw from the Agreement without reimbursing the Counterparty for any losses by sending a written notice to the Counterparty, and the Counterparty shall return to the Company everything received under the Agreement, less the cost of the work/services actually performed/rendered and accepted by the Company. The Agreement termination shall not release the Counterparty from the performance of the obligations and responsibilities provided for in this Section, including the Company's reimbursement for losses.

10.4. Where any IP is created in the course of performance of obligations under the Agreement, the Counterparty shall not be entitled for the specified reason to demand an increase in the terms, price of the Agreement or changes in other terms of the Agreement.

Section 11. Personal Data Protection

11.1. The Parties in accordance with the requirements of Part 1 of Article 6 and Part 4 of Article 18 of Federal Law No. 152-ФЗ "On Personal Data" dated 27.07.2006, undertake to exercise

due care and ensure the lawful transfer of personal data to each other in the composition and combination necessary to achieve any one, some or all of the following purposes, relevant to the relationship between the Parties:

- execution and/or performance of contracts and agreements between the Parties;
- establishment and maintenance of business communication between the Parties;
- informational interaction between the Parties;
- exercise of rights, performance of obligations and observance of prohibitions provided for by the legislation applicable to the activities of the Parties.

11.2. Each Party shall be an independent operator in relation to the personal data transferred to it by the other Party. Any provisions to the contrary shall be expressly specified in the agreement on the authorization for the processing of personal data, if such an agreement is executed between the Parties in respect of individual cases of personal data processing.

11.3. Based on the relevant request from the receiving Party, the transferring Party shall, within a reasonable time, but no later than five (5) business days from the date of receiving the request, provide the receiving Party with a confirmation of either the fact of obtaining the consent of the personal data subjects to the transfer, or the existence of other legal grounds for the transfer of such subjects' personal data and confirmation of the fact of proper notification of the subjects on their personal data transfer.

11.4. The Parties undertake to ensure the confidentiality and security of personal data transferred during the processing thereof in accordance with the requirements of Article 7 and Part 1 of Article 19 of Federal Law No. 152-AP "On Personal Data" dated 27.07.2006.

11.5. For the purposes provided for in the Agreement, the receiving Party may engage third parties in the processing of personal data received from the transmitting Party by entrusting third parties with the processing of such personal data and/or by transferring personal data to third parties without entrusting the processing of personal data. Third parties may be engaged in the processing of personal data only if the receiving Party has appropriate legal grounds and provided that third parties ensure the confidentiality and security of personal data during the processing.

11.6. The Party undertakes to reimburse the other Party for losses in the amount of the actual and documented damage caused to the affected Party as a result of the illegal transfer of personal data to the affected Party, as well as in case of violation by the Party of confidentiality and/or security during the processing of personal data transferred to it by the affected Party.

11.7. The provisions of this Section shall be valid throughout the Agreement validity term, and also remain in force after termination thereof within the framework of the legally established requirements for the organization of personal data processing and protection.

11.8. Unless otherwise provided by the Agreement, all notices and communications sent by the Parties to each other in accordance with this Section or in connection therewith shall be transmitted by e-mail to the addresses specified in the Parties' Details section of the Agreement.