



Annex 13

A MODEL CONTRACT WITH THE NON-EXECUTIVE DIRECTOR

CONTRACT

WITH A NON-EXECUTIVE DIRECTOR

of the Open Joint-Stock Company

«_____»

City of _____ this “___” day of _____, 200_.

The Open Joint Stock Company «_____» (hereinafter the Company), represented by _____ [*title, surname, name, patronymic of the authorized person*], acting on the basis of _____ [*decision of the General Meeting of Shareholders*], as one party, and Mr. _____ [*surname, name, patronymic*](hereinafter the Director) as the other party, elected as a member of the Supervisory Board of the Company by decision of the General Meeting of Shareholders of the Company (hereinafter the GMS) dated _____, Minutes No. ___ (hereinafter the Parties) have entered into the following Agreement:

Article 1. The Subject Matter of This Contract

- 1.1. This Contract is a civil law contract under which the non-executive Director agrees to render certain services to the Company as set forth in this Contract, and the Company agrees to remunerate the Director and reimburse the expenses incurred by the Director in connection with his performance hereof.
- 1.2. The contractual relationship set forth herein between the Company and the Director shall not be governed by any provisions or regulations of labor law, and the Director hereby represents and agrees that he is not among



those persons whose relations with the Company are governed by any provisions of labor or employment law.

- 1.3. The performance by the Parties of their obligations hereunder shall be governed by the provisions of this Contract and applicable laws of the Russian Federation (hereinafter the Law).

Article 2. The Rights of the Director

- 2.1. The Director shall have the following rights:
 - 2.1.1. Receive on time any relevant information required to enable him to properly perform his duties and responsibilities, from any source or person within the Company;
 - 2.1.2. Occupy and use office space, telecommunications facilities, and other property provided by the Company to attain the goals set forth herein;
 - 2.1.3. Participate in all Supervisory Board meetings and express his opinions on all matters under consideration in accordance with the procedures set forth in the Company's Charter and the By-law for the Supervisory Board;
 - 2.1.4. If necessary, but subject to the written consent of the Chairman of the Supervisory Board, he may hire specialists, experts, and advisors;
 - 2.1.5. Receive remuneration from the Company and reimbursement of expenses related to the performance of his functions as a member of the Supervisory Board in accordance with the procedures set forth in the charter, the By-law for the Supervisory Board, this Contract and any other applicable documents of the Company;
 - 2.1.6. Participate in training on the Company's account;
 - 2.1.7. _____;
 - 2.1.8. _____; and
 - 2.1.9. Enjoy such other rights as a member of the Supervisory Board of the Company pursuant to the Law, the charter, By-law for the Supervisory Board, and any other relevant internal documents of the Company.

Article 3. The Duties and Responsibilities of the Director

- 3.1. When performing his duties and responsibilities, the Director should act reasonably and in good faith, and in the best interests of the Company and its shareholders.
- 3.2. The Director shall have the following duties and responsibilities:
 - 3.2.1. Diligently and reasonably perform his duties subject to the requirements of the Law, the charter, and any other internal documents of the Company;
 - 3.2.2. Personally attend all meetings of the Supervisory Board, and in those cases specifically set forth in the By-law for the Supervisory Board, provide his written opinion to the Board as to the issues and matters considered at the meetings, or where applicable, provide such opinion on an absentee voting ballot;
 - 3.2.3. Personally and actively participate in the activities and work of any Board committees to which he is elected;
 - 3.2.4. Diligently perform any assignments of the Supervisory Board and its Chairman if delegated within the scope of their authority and competence;
 - 3.2.5. Analyze information and the current state of affairs in the Company in connection with those issues falling under the Director's scope of authority and competence, and prepare and present any necessary documentation concerning such issues in the form determined by the Chairman of the Supervisory Board;
 - 3.2.6. Properly prepare for Supervisory Board meetings, in particular, review the agenda and any materials for the meetings in advance, collect and analyze any necessary information, and prepare his opinions, conclusions, and recommendations;
 - 3.2.7. Upon expiration of the Director's term of office, including early termination thereof, he shall, within three days of such termination or expiration of term, vacate his office space and transfer the office keys, all Company documents, and any other Company property in his possession to the Corporate Secretary or any other person designated by the Company;
 - 3.2.8. Upon the request of the Chairman, provide any information except for the confidential and private;
 - 3.2.9. Comply with the following rules and requirements governing conflicts of interests:

- 3.2.9.1. Immediately inform the Chairman of the Supervisory Board of any personal profit or commercial interest, or any other personal interest, whether direct or indirect, in transactions, agreements, and projects of the Company, in accordance with the procedures set forth in any relevant internal documents of the Company;
 - 3.2.9.2. Should not receive any gifts, services, or any privileges from either individuals or legal entities, which are or may be viewed as a recognition for decisions or actions made or taken by the Director in his capacity as a member of the Supervisory Board;
 - 3.2.9.3. Should not disclose confidential, insider, or any other information which became known to the Director during the performance of his duties as a member of the Supervisory Board to any persons which have no access to such information, nor should he use such information for his own profit or in his own interests, or the interests of third parties, both during his term of office as a member of the Supervisory Board and for ____ years after the expiration of this Contract; and
 - 3.2.9.4. When working on the Company's premises, he should comply with the rules and procedures set forth by the internal documents of the Company governing the security and treatment of the Company's confidential information.
- 3.2.10. _____; and
- 3.2.11. _____.

Article 4. The Rights of the Company

- 4.1. The Company shall have the following rights:
 - 4.1.1. Require that the Director duly perform the duties of a member of the Supervisory Board as set forth in the Laws, the charter, By-law for the Supervisory Board, this Contract, and any other relevant internal documents of the Company;
 - 4.1.2. Terminate this Contract if and when the GMS takes a decision to dismiss the entire Supervisory Board;
 - 4.1.3. _____;
 - 4.1.4. _____; and

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- 4.1.5. Enjoy such other rights as set forth in the Law, the charter, and any other relevant internal documents of the Company, and the provisions of this Contract.

Article 5. The Duties and Obligations of the Company

- 5.1. The Company shall:
- 5.1.1. Remunerate the Director fully and on a timely basis as set forth herein, and reimburse any expenses appropriately incurred in connection with the performance of the Director's duties and responsibilities as a member of the Supervisory Board;
 - 5.1.2. Furnish information, materials, and any documents required by the Director to properly perform his duties in a timely manner;
 - 5.1.3. Provide technical support for the Director to perform his duties and obligations;
 - 5.1.4. _____; and
 - 5.1.5. _____.

Article 6. The Non-Executive Director's Remuneration¹³⁰

- 6.1. For the performance of his duties and responsibilities as a member of the Supervisory Board, the Director shall receive fixed remuneration in the amount RUR _____.
- 6.2. The Director may receive additional compensation in the following situations:
- 6.2.1. For the performance of his duties and responsibilities as Chairman of the Supervisory Board in the amount of RUR _____; and
 - 6.2.2. For the performance of his duties and responsibilities as the chairman of a Supervisory Board committee in the amount of RUR _____.
 - 6.2.3. For his work on a committee of the Supervisory Board in the amount of RUR _____ per attended meeting;
- 6.3. Fixed remuneration specified in Clause 6.1 hereof shall be paid once a quarter, and not later than the 15th day of the month following the period for which the remuneration is being paid.

¹³⁰ These rules relate only to non-executive directors. Executive directors typically do not receive any remuneration for sitting on the Supervisory Board.

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- 6.4. The Company shall reimburse the Director for all expenses incurred relative to the performance of the Director's duties, provided, however, that such expenses are stipulated and provided for in the work plans of the Supervisory Board, and the expenditure verified by receipts or other appropriate documentation, e.g. travel documents, invoices, etc.
- 6.5. The remuneration of the Director shall be paid in cash through the cash office of the Company, or alternatively, may be paid by way of a wire transfer to an account designated by the Director. Part of Director remuneration may be paid in shares.

Article 7. The Liability of the Parties

- 7.1. The Director shall be liable to the Company for any losses caused to the Company by the Director's conduct or failure to act, unless other grounds or the amount of such liability have been established by the Laws.
- 7.2. The Director shall not be liable if he voted against the decision that resulted in losses to the Company, or did not participate in such voting.
- 7.3. For purposes of determining the grounds or the scope and amount of the Director's liability, normal business practices and other relevant circumstances shall be taken into account.
- 7.4. If the Director's powers are terminated due to his initiative (fault), the Company may request the payment of compensation by the Directors of RUR _____.
- 7.5. If the Director's powers are terminated without cause as specified in Clause 8.4. hereof, the Director may request the payment of compensation by the Company of RUR _____.

Article 8. Duration and Termination

- 8.1. This Contract shall come into force immediately upon execution hereof by the Parties, and shall remain in effect until the new members of the Supervisory Board are elected by the GMS.
- 8.2. The date on which the Counting Commission signs the minutes of voting results shall be the date of election of the new directors.
- 8.3. The Company shall have the right to terminate this Contract with cause as specified in Clause 8.4. hereof or without any cause if and when the GMS

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approves a decision regarding the early termination of the entire Supervisory Board.

8.4. The Director may be dismissed on the following grounds:

8.4.1. The failure to fulfill his duties and obligations as specified in Article 3 hereof;

8.4.2. Causing losses to the Company;

8.4.3. _____; and

8.4.4. _____.

8.5. The termination date of this Contract shall be the date on which the Counting Commission signs the minutes of the voting results on the dismissal of the entire Supervisory Board.

Article 9. Final Provisions

9.1. This Contract is being executed in duplicate, one for each of the Parties, and each such duplicate shall serve as an original.

9.2. If the Director is re-elected as a member of the Supervisory Board, the Parties shall thereupon execute a new contract.

9.3. All matters not specifically addressed and provided for herein, shall be governed by the Law, the charter, and any other internal documents of the Company.

Article 10. Parties' Information and Signatures

Employer:

Name: _____

Address: _____

Banking information _____

(Title, name of the authorized person)

Director:

Surname, name, patronymic: _____

Passport: series _____ No. _____

Issued _____

Home address _____

(Signature)