



Annex 15

**A MODEL EMPLOYMENT CONTRACT  
WITH THE CORPORATE SECRETARY**

**EMPLOYMENT CONTRACT**

**WITH THE CORPORATE SECRETARY**

of the Open Joint Stock Company  
«\_\_\_\_\_»

City of \_\_\_\_\_ this “\_\_\_” day of \_\_\_\_\_, 200\_.

The Open Joint Stock Company «\_\_\_\_\_» (hereinafter the Employer or Company), represented by the Chairman of the Supervisory Board of the Company \_\_\_\_\_, and acting pursuant to and in accordance with the Company’s charter,

And \_\_\_\_\_, (hereinafter the Corporate Secretary),

Collectively referred to as “the Parties,” do hereby agree on the following:

Considering that the Supervisory Board has approved the appointment of \_\_\_\_\_ for the position of Corporate Secretary, and such appointment having been confirmed by the Minutes of the Supervisory Board’s meeting, №\_\_\_ of \_\_\_\_\_ [date], \_\_\_\_\_ hereby commences his duties and responsibilities as Corporate Secretary subject to the following terms and conditions:



### **Article 1. The Subject Matter of this Contract**

- 1.1. This Contract shall be an employment contract and shall constitute the terms and conditions of employment, and regulate the employment and labor relations between the Parties.
- 1.2. Pursuant to the terms of this Contract, the Corporate Secretary shall ensure the development of, compliance with, and periodic review of the Company's corporate governance policies and practices, ensuring that the Company and its governing bodies follow and comply with the legislation of the Russian Federation (hereinafter the Law), as well as internal corporate rules and policies as determined by the Company charter, the By-law for the Corporate Secretary, and other by-laws and internal documents; the preparation and conducting of the General Meeting of Shareholders (hereinafter the GMS), Supervisory Board meetings, and Executive Board meetings; the establishment and maintenance of clear and effective channels of communications between the various governing bodies of the Company; the disclosure of appropriate information about the Company; the keeping of corporate records; the review of shareholder requests; and the resolution of disputes involving the rights of shareholders.
- 1.3. The Employer shall pay remuneration for the services of the Corporate Secretary, and shall provide the necessary work premises and facilities in accordance with the law and provisions of this Contract.
- 1.4. The Company's premises shall be the principal workplace of the Corporate Secretary.
- 1.5. The Corporate Secretary's office shall be located within the Company's premises in \_\_\_\_\_ [city], the Russian Federation, and/or in any other location within the Russian Federation or abroad as so designated from time to time by the Employer.

### **Article 2. The Duties and Responsibilities of the Corporate Secretary**

- 2.1. The Corporate Secretary shall:
  - 2.1.1. Perform the functions set forth in the charter and the By-law for the Corporate Secretary;
  - 2.1.2. Render services and perform duties assigned to the Corporate Secretary by the Supervisory Board within the scope of authority of the Corporate Secretary;

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- 2.1.3. Inform the Chairman of the Supervisory Board of all facts hindering the preparation and conduct of the GMS, Supervisory Board meetings, disclosure of information about the Company, and other facts regarding non-compliance with procedures relating to the functions and duties of the Corporate Secretary;
- 2.1.4. Annually confirm to the Supervisory Board the accuracy of personal information previously disclosed to the Board, and if there are any changes in such information, immediately inform the Board of such changes;
- 2.1.5. Use the work premises, means of communication, transport, and any other assets and equipment provided by the Employer solely for performing the duties of the Corporate Secretary;
- 2.1.6. Not receive, from either individuals or organizations, any gifts, services, or other benefits that have been given as compensation for, or may be perceived as having been given as compensation for decisions or actions taken in the Corporate Secretary's official capacity;
- 2.1.7. Not disclose any information that is confidential, or disclose any trade or commercial secrets that became known to the Corporate Secretary during the course of performing his official duties for the duration of this Contract and for the period of \_\_\_\_ years after its termination;
- 2.1.8. Take all the necessary steps and measures to prevent the disclosure of confidential information and information which may constitute a trade or commercial secret of the Company;
- 2.1.9. \_\_\_\_\_;
- 2.1.10. \_\_\_\_\_; and
- 2.1.11. Ensure that all of the activities and affairs are transferred to the newly-appointed Corporate Secretary, or such other person as may be appointed by the Employer, the next day immediately following the day on which this Contract is terminated.

### **Article 3. The Rights of the Corporate Secretary**

- 3.1. The Corporate Secretary shall have the right to:
  - 3.1.1. Receive full and relevant information necessary for the performance of his duties from the Supervisory Board, the General

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- Director, other executives, and employees of the Company upon request;
- 3.1.2. Receive an annual paid vacation;
  - 3.1.3. Receive remuneration on time, and in-full;
  - 3.1.4. \_\_\_\_\_;
  - 3.1.5. \_\_\_\_\_; and
  - 3.1.6. \_\_\_\_\_.

### Article 4. The Rights of the Employer

- 4.1. The Employer shall have the right to:
  - 4.1.1. Demand that the Corporate Secretary act in compliance with the terms and conditions of this Contract, the charter, and by-laws of the Company;
  - 4.1.2. Hold the Corporate Secretary accountable in accordance with established procedures;
  - 4.1.3. \_\_\_\_\_;
  - 4.1.4. \_\_\_\_\_; and
  - 4.1.5. Have such other rights as set forth in the Law, this Contract, the charter, the By-law for the Corporate Secretary, and other relevant by-laws of the Company.

### Article 5. The Duties of the Employer

- 5.1. The Employer shall:
  - 5.1.1. Pay the Corporate Secretary's remuneration on time and in-full as set forth by the terms and conditions of this Contract;
  - 5.1.2. Provide the Corporate Secretary with the necessary conditions and equipment for efficiently performing his duties. The Corporate Secretary shall be provided with his own separate office facilities and the following equipment, for which he shall bear personal responsibility:
    - 5.1.2.1. Communications equipment (telephone, fax, \_\_\_\_\_);
    - 5.1.2.2. Office equipment (personal computer, printer \_\_\_\_\_);

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- 5.1.2.3. The following furniture (\_\_\_\_\_);
- 5.1.2.4. A car (type \_\_\_\_\_, plate number \_\_\_\_\_);  
and
- 5.1.2.5. Other assets and equipment as follows: \_\_\_\_\_.
- 5.1.3. \_\_\_\_\_;
- 5.1.4. \_\_\_\_\_; and
- 5.1.5. \_\_\_\_\_.

### Article 6. Remuneration, Work Hours and Vacations

- 6.1. The Corporate Secretary shall receive remuneration in the amount of RUR \_\_\_\_\_ per month, which shall be paid by the Company in accordance with the Law.
- 6.2. The time period for payment shall not be later than the [20–25<sup>th</sup>] of the current month (advances), and final payment, taking into account calculations for actual time worked, shall be paid no later than the [6<sup>th</sup>–10<sup>th</sup>] of the month following that month for which such payment is due.
- 6.3. The Company shall make any necessary deductions from the Corporate Secretary's remuneration for social security, pension fund, and other funds of the Russian Federation as applicable, as well as those social deductions that the Company is required to deduct and pay pursuant to the Law. In addition, the Company shall also be responsible for deducting and transferring taxes to the appropriate tax authorities in accordance with the Law.
- 6.4. The Corporate Secretary may be paid additional performance-based compensation or bonuses, the size of which shall be determined by the Supervisory Board. The amount of such bonus payments shall be determined based on the results of the quarter and/or year.
- 6.5. The Corporate Secretary's work hours shall be 40 hours, five working days per week, but the number of work hours per day shall not be regulated or fixed.
- 6.6. Compensation for work performed in addition to a normal workday is included in the Corporate Secretary's monthly amount of remuneration as provided hereinabove.
- 6.7. The Corporate Secretary shall be given an annual paid vacation of \_\_\_\_ days, which may be granted either in full or in parts, and an additional

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annual paid vacation of \_\_\_\_ days. The dates of vacations shall be agreed upon between the Corporate Secretary and the Chairman of the Supervisory Board.

- 6.8. After the termination of this Contract, the final payment for any outstanding amount of salary or any type of compensation owed to the Corporate Secretary shall be made only after the Corporate Secretary transfers all the affairs to the newly-appointed Corporate Secretary or such other person as may be appointed by the Employer.

### **Article 7. The Liability of the Parties**

- 7.1. If either of the Parties fails to perform, or performs improperly or insufficiently any of their duties or responsibilities as set forth in this Contract, the breaching Party shall be held liable pursuant to the Law and this Contract.

### **Article 8. The Term of the Contract**

- 8.1. The Contract shall become effective from the date it is signed by the Parties, and shall terminate on the date of signing of the minutes of the Supervisory Board meeting regarding the appointment of the new Corporate Secretary.
- 8.2. The Corporate Secretary may terminate the Contract. In such case, the Corporate Secretary shall give the Employer written notice of his intention to terminate at least two weeks prior to the effective date of such termination.
- 8.3. The Contract may be terminated on failure to perform or improper performance of the Corporate Secretary's duties and obligations as specified in Article 2 hereof, or other grounds as set forth by the Law.

### **Article 9. Final Provisions**

- 9.1. The Contract is being executed in duplicate, with an original for each Party, and each such original having equal force and effect in law.
- 9.2. All disputes between the Parties shall be resolved in accordance with the Law.
- 9.3. All issues that are not specifically covered or provided for in this Contract shall be regulated by the Law, the charter, and by-laws of the Company.

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### Article 10. Requisites and Signatures of the Parties

**Employer:**

Name: \_\_\_\_\_

Location: \_\_\_\_\_

\_\_\_\_\_

Bank details \_\_\_\_\_

**Corporate Secretary:**

Full name: \_\_\_\_\_

Passport: number \_\_\_\_\_

Issued \_\_\_\_\_

\_\_\_\_\_

Home address \_\_\_\_\_

\_\_\_\_\_  
*(Position of the authorized person)*

\_\_\_\_\_  
*(Signature)*