

Дата: 30/04/2019
Причина:RU9486-RN
Ref: RNTNPZ6286RU

Документ:
5467273923

"MANDATE SHIP AGREEMENT FORM"

**Agreement Entered Into Between "LLC RN-Tuapse Refinery, Russia (End Seller)
And
(Seller's Mandate)**

LLC "RN-Tuapse Refinery" (Hereinafter referred to as the "SELLER")

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|------------------|--|
| Seller: | LLC "RN-Tuapse Refinery" |
| Company Address: | 1 Sochinskayast., Tuapse 352800, |
| Country | Krasnodar region, Russia |
| Represented by: | Mr. Skuriden Sergey Nikolaevich |
| Title: | General Director/CEO |
| Company Reg. No: | INN 2365004375 |
| Telephone/Fax | +7(86167) 77-7-14, +7(499) 343-62-23, |
| E-mail: | secretary@rn-tnpz.ru,secretary@rn-tnpz.com |
| Website: | https://tuapsinskijnpz.rosneft.com |

(Hereinafter referred to as the "MANDATE")

| | | |
|------------------|--------------|---------|
| Mandate: | | |
| Company Address: | | |
| Country | | |
| Represented by: | | |
| Title: | | |
| Company Reg. No: | Duns Number: | Tax ID: |
| Telephone/Fax | Ph: | |
| E-mail: | | |
| Website: | | |

MANDATE'S BANKING INFORMATION:

| | |
|--------------------|--|
| Bank Name: | |
| Bank Address: | |
| Beneficiary Name: | |
| SWIFT Code | |
| Account Number USD | |
| Bank Telephone | |

1. LLC "RN-Tuapse Refinery" hereby authorizes and appoints _____, as the LLC "RN-Tuapse Refinery" Mandate/Representative to conclude transactions on behalf of _____ in respect of
2. the purchase and sales of Russian Origin Oil and Gas products, such as...MAZUT M100, D2 GAS OIL, AVIATION FUEL GRADE JP54, REBCO, LPG, EN590, etc.
3. LLC "RN-Tuapse Refinery" hereby appoints _____ to complete and sign all documents which may be required to transfer the shares/commissions of USD 5.00 per metric ton and possible mark-ups of any executed transaction with our Buyers from his/her respective office.
4. LLC "RN-Tuapse Refinery" agrees to ratify and confirm all action taken by _____ in terms of this mandate and shall forward every signed document with Exit Buyers concerning any transaction to LLC "RN-Tuapse Refinery" for review and approval.
5. Where products are sold LLC "RN-Tuapse Refinery" warrants that the sales are LLC "RN-Tuapse Refinery" sole property, are free of any encumbrance that the sales have not been presented for security and that third parties have no rights in respect of the product net price.
6. LLC "RN-Tuapse Refinery" warrants that the Mandate has right for "mark – up" in product prices, but must not exceed USD 100.00 per metric ton and USD 25.00 per Barrel or if upon mutual agreement between _____ and LLC "RN-Tuapse Refinery".
7. LLC "RN-Tuapse Refinery" warrants that every "mark – ups" are to be shared properly between the involved parties (Brokers, Agents, Intermediaries, Facilitators, etc) or the Buyer's mandate.
8. LLC "RN-Tuapse Refinery" indemnifies _____ and holds the company harmless in respect of any income tax or levy of whatsoever nature in respect of which LLC "RN-Tuapse Refinery" may become liable or which may become payable pursuant to anything done by the company on behalf LLC "RN-Tuapse Refinery" in terms of this mandate, and in particular tax on interest accruing for LLC "RN-Tuapse Refinery" benefit on any cash amount deposited or own by _____ in terms of this mandate.
9. LLC "RN-Tuapse Refinery" indemnifies _____ and any third party with whom the company may contract on the LLC "RN-Tuapse Refinery" behalf against:
 - a. any loss incurred on the LLC "RN-Tuapse Refinery" behalf or by LLC "RN-Tuapse Refinery" pursuant to any bonafide transaction in terms of this mandate; and
 - b. any and all claims, damages, liabilities, cost and expenses, including reasonable attorney's fee, which may be brought against "MR." by reason of operation of the LLC "RN-Tuapse Refinery" account.

10. is not absolved from liability from loss suffered by LLC "RN-Tuapse Refinery" through Any act of fraud, theft, dishonesty or gross negligence on the company's part or on the part of the company's employee or personnel. The foregoing notwithstanding assumes no liability whatsoever for any act of fraud, theft, dishonesty or gross negligence on the part as mentioned above, or on the part of any such third party's employees. Nor does the company assume any liability in the event of the insolvency or subsequent sequestration or liquidation of such third party's value.
11. LLC "RN-Tuapse Refinery" & recording any telephone conversations between LLC "RN-Tuapse Refinery" and any member of the company's staff, and acknowledges that this is an accepted practice and is used solely for the purpose of resolving any disputes that may arise between the parties.
12. Where confirmation of the transaction is transmitted to LLC "RN-Tuapse Refinery" through an electronic medium, will not be liable to LLC "RN-Tuapse Refinery" or any other person receiving the confirmation for or in respect of any direct, indirect consequential liability, loss, damage or cost or any kind of nature arising by virtue of the fact that the confirmation is sent through an electronic medium, whether or not as result of the destruction of data, system malfunction, interruption of communication links or any other problem over which the companies have no control.
13. The parties choose as their respective for the purpose of the service of all notices and process pursuant to this mandate their respective physical address appearing in this mandate, or such other physical and postal address as may be stipulated by notice in writing, on condition that such changes will become effective (10) ten days after the date of such notice.
14. LLC "RN-Tuapse Refinery" may revoke this mandate by (5) five business days' written notice, which revocation shall only take effect upon the expiry of such period.
15. LLC "RN-Tuapse Refinery" hereby acknowledges that settlement is not guaranteed and that settlement is not warranted to take place on a predetermined date.
16. shall be entitled to recoup any commission due to it and reserves the right to amend such commissions in writing from time to time.
17. LLC "RN-Tuapse Refinery" acknowledges that there are certain risk associated with the use of e-mail, post and/or facsimile and hereby indemnifies in respect of any loss or damage resulting from the use of facsimile, post or e-mail instruction.
18. This mandate contains all terms and conditions governing the contractual relationship between and LLC "RN-Tuapse Refinery". There are no terms, conditions, arrangements, understandings, warranties or representations in relation to the subject matter of this mandate, and which bind the parties, which are not set out in this mandate.

19. This mandate agreement is Valid for 1 year with possible rolls and extension to 3 years and may only be amended or modified by written agreement between the parties.
20. All Commissions of the "Seller Side" arising from transactions concluded, brought by the Mandate to LLC "RN-Tuapse Refinery" and as per signed contract between Seller and Buyer or Mandate and Buyer, have to be transferred by Wire-Transfer immediately by LLC "RN-Tuapse Refinery" Bank to the Mandates Bank Account as stated above, upon receipt of Buyers Cash Payment Transfer for the product into Seller's (LLC "RN-Tuapse Refinery") Bank Account.

Signed on this day 30th of April, 2019

LLC "RN-Tuapse Refinery" (SELLER)
MR. Skuriden Sergey Nikolayevich
CEO/General Director

