Agreement on EDI organization
and E-signature admission No. 3722/22

Yekaterinburg - Beijing December 30th 2022

This agreement is an offer of SKB Kontur Production, JSC (TIN 6663003127 KPP 997750001, Yekaterinburg, Narodnoy Voli str., 19A) and Shanghai CA, hereinafter referred to as Operators, to legal entities conducting business activity on the territory of Russian Federation and the People's Republic of China and using Operators' EDI systems, together referred to as EDI participants, and RF EDI participant and PRC EDI participant, separately. The Agreement shall be deemed concluded from the moment of its acceptance by EDI participants. For the purposes of this Agreement acceptance shall be deemed a fact of filing a request for organization of EDI by an EDI participant on the template specified in appendix 1 to the Agreement. The request shall be sent to the Operator whose EDI system is used by the EDI participant filing a request.

1. Terms and definitions

1.1. Electronic document interchange system (hereinafter referred to as EDI system) is system for organization of EDI between economic entities. EDI system of SKB Kontur Production, JSC is Kontur.Diadoc computer program, EDI system of Shanghai CA is Letusign E-signature Platform.

1.2. E-document is a documented information represented in electronic form, i.e. in the form readably by the human with the help of computers, as well as for transfer of information via information and telecommunication channels, or processing in information systems.

1.3. E-signature is information in e-form that is joined to other information in e-form (information that is being signed) or is otherwise related to such information and that is used for identification of a person signing the information. EDI participants use the following facilities for signing documents in electronic form:

1.3.1. PRC EDI participant uses reliable e-signature which key verification certificate (hereinafter referred to as certificate) is issued by Shanghai CA in the course of performing certification authority functions in accordance with legislation of the PRC and which complies with the following parameters:

- when the creation data of the electronic signature are used for electronic signature，it exclusively belongs to an electronic signatory;
- when the signature is entered，its creation data are controlled only by the electronic signatory;
- after the signature is entered，any alteration made to the electronic signature can be detected;
- after the signature is entered，any alteration made to the contents and form of a data message can be detected.

1.3.2. RF EDI participant uses enhanced e-signature issued by any Certification authority certified in accordance with legislation of Russian Federation, including certification authorities of SKB Kontur Group of Companies, which complies with the following parameters:

— is received in the result of cryptographic transformation of information using e-signature key and e-signature facilities stipulated by this Agreement;
— enable identification of a person signed e-document;
— enable identification of the fact of inclusion of changes into e-document after its signing;
— e-signature verification key is stated in e-signature verification key certificate;
- e-signature facilities used for e-signature generation and verification shall have confirmation of their compliance with the requirements specified in Federal Law of Russian Federation "On e-signature".

1.4. The Trusted third party is a legal entity, a resident of Russian Federation, Gazinformservice, LLC, TIN 7838017968, acting under the agreements with the Operators.

2. General provisions

2.1. EDI participants use EDI systems for EDI and interchange by e-documents in portable document format (PDF).

2.2. Operators organize electronic communication between EDI systems in order to provide EDI between EDI participants.

2.3. The Trusted third party shall perform the following actions within the framework of the Agreement:
– to verify validity of e-signatures used for signing e-document, including to detect the facts that corresponding certificates are valid for a certain moment of time, generated and issued by certified certification authorities which certification is valid at the moment of issuance of such certificates;
– to check compliance of the certificates used during e-document signing to the requirements specified by the legislation of the country under which the certificate was issued;

– to generate qualified e-signature and sign with it a receipt containing the result of checking e-signatures in e-document and verified information about the moment of signing such receipt;
- to store data on e-signature check results performed within the framework of the Agreement, including documenting the performed operations.

2.4. E-document signing and sending process flow shall be published by the Operators at https://support.kontur.ru/pages/viewpage.action?pageId=93173252 and shall be an integral part of the Agreement.

3. Agreement on admitting e-signature as analogous to a handwriting signature and actions to be performed by EDI Participants in the case of e-signature/ e-signatures keys compromise

3.1. EDI participants shall admit e-documents signed with e-signatures as having legal force, i.e. causing legal consequences similar to if EDI participants sign such documents by their authorized representatives' handwriting signatures on paper.
3.2. The conditions of third parties admission of e-signatures used for implementation of the Agreement shall be specified by EDI Participants outside the frames of the Agreement.
3.3. If RF EDI participant receives information about breach of e-signature key confidentiality, it shall inform PRC EDI participant about this fact within one working day from the moment of receipt of such information and shall not use this e-signature key if he supposes that confidentiality of this key was breached. If RF EDI participant's failure or untimely notification about breach of e-signature key confidentiality, as well as use of e-signature key which confidentiality was breached caused any damage to PRC EDI participant that relied on such e-signature, RF EDI participant shall be responsible for reimbursement of such damage.
3.4. If PRC EDI participant receives information about breach of confidentiality of the data about e-signature generation, it shall inform RF EDI participant about such fact within one working day from the moment of receipt of such information and shall stop using this data. If PRC EDI participant knew that data about e-signature generation was or may be compromised and failed to timely inform RF EDI participant thereabout and such failure caused any damage to RF EDI participant that relied on such e-signature, PRC EDI participant shall be responsible for reimbursement of such damage.

4. Agreement validity period. Introduction of changes into the Agreement

4.1. The Agreement shall be valid from the moment the conditions of the Agreement are accepted within 12 months, shall be automatically prolonged if neither Party declares a will to terminate the Agreement 30 (thirty) calendar days before its termination.
4.2. Any Party is entitled to unilaterally reject the Agreement by informing all the Parties (Operator whose EDI system is used by EDI Participant and EDI participants with which EDI is being performed) thereabout by sending a 30 (thirty) working days prior notification via electronic communication facilities.
4.3. Actual version of the Agreement is published at https://goo.su/XN5Nd. Operators are entitled to introduce changes and (or) amendments to the Agreement any time, including in the case of changes in legislation and/or e-document signing and sending process flow. EDI participants shall independently follow changes to the Agreement and view actual version of the Agreement. If EDI participants continue to send documents after changes and/or amendments are introduced into the Agreement, this shall mean that EDI Participants accept such changes and/or amendments. If EDI participants do not accept conditions of the Agreement, e-documents interchange shall be immediately terminated. In the case of any dispute or disagreement arising out of the performance and (or) interpretation of the Agreement, the version of the Agreement actual at the moment when the dispute and/or disagreement arose shall be applied.

5. Parties' disputes settlement procedure

5.1. Arising of conflict situations between the Parties may be linked with e-document flow events, as well as facts of e-documents signing with e-signatures, including e-document authorship and completeness, certificate validity at the moment of e-document signing.
5.2. Operators shall act as independent third parties for EDI participants during settlement of conflict situations.
5.3. Operators confirm to the EDI Participants the events of document flow based on official requests, including those submitted to court. A request shall be sent to the Operator whose System is used by an EDI participant.
5.4. Additionally SKB Kontur Production, JSC generates and signs with its qualified e-signature a special technological document: document transfer protocol, which fixes signing date, signing time, certificate ownership, as well as RF EDI participant e-signature validity check result. Additionally SKB Kontur Production, JSC includes a special stamp into e-document printed image which visualize the following: RF

EDI participant e-signature: signing date and time, certificate ownership .

5.5. Shanghai CA generates and signs with its qualified e-signature a special technological document: document transfer protocol, which fixes signing date, signing time, certificate ownership, as well as PRC EDI participant e-signature validity check result. Additionally Shanghai CA includes a stamp into e-document printed image which visualize the following: PRC EDI participant e-signature: certificate ownership.

5.6. If the Operator terminates its activity (including status withdrawal, termination of the activity) or if the Operator terminates its activity as a certification authority or electronic certification services provider (including withdrawal of a certificate, provider status, termination of the activity), if e-signature certificate issued by such Operator is used within the framework of the Agreement, as well as in other cases affecting performance by the Operator of its obligations under the Agreement, such Operator shall inform EDI Participants about such events and their consequences.

5.7. The force-majeure clause (release from responsibility) of International Chamber of Commerce (publication of ICC №421 E) is the integral part of the Agreement.

General Director of SKB Kontur Production, JSC M. U. Srodnykh

General manager Shanghai CA Li Tengyue

Appendix № 1
to Agreement dated 30.12.2022 No. 3722/22

Template of the Request on EDI organization

EDI participant name, registration number «___»_____20___ №__	To Operator's head (specify name)
On joining to the Agreement dated ... No. ...	

Hereby we inform you on our will to enter the Agreement dated ... No. ..., confirm that we have acknowledged withe the Agreement, confirm our full and unconditional consent with the conditions of the Agreement. We agree that the conditions of third parties admission of e-signatures used for implementation of the Agreement shall be specified outside the frames of the Agreement.

We ask you to organize EDI with ... (EDI participant name, registration number).

Head position signature (name)