

## THE USER AGREEMENT (TERMS OF USE)

Moscow

Last update “07” April 2020

### I. GENERAL CONDITIONS

1.1. This User agreement (hereinafter referred to as this Agreement) is a public offer and defines the terms of use any Content and Services posted on the website of JSC RUSNANO on the Internet at [www.rusnano.com](http://www.rusnano.com) and its subdomains (hereinafter referred to as the RUSNANO site - RUSNANO website, the Site) by visitors and users of the Site.

1.2. The RUSNANO website is the property of JSC RUSNANO.

1.3. The Site contains information about the RUSNANO Group, its activities, ongoing events and projects, information required by users of the Site, as well as other information which according to the owner of the Site, may be useful and interesting for users of the Site.

1.4. The use of any materials and services of the Site is regulated by the norms of current legislation of the Russian Federation.

1.5. Users of the Site have free access to any content posted on the Site without charge.

1.6. By accessing the Site and the materials and information contained herein, you acknowledge that you have read, understand, accept, join and agree to be bound by the terms and conditions that follow.

Use of the Site means that the User accepts and complies with the listed conditions of use. These conditions apply to all visitors, users and other persons, who uses the Site.

If the User continues to use or/and to receive access to any content of the Site, he or she agrees to comply by the terms of this Agreement. If the User does not agree to any part of the Agreement, the User must not use the Site.

1.7. The design of the Site and the logos displayed on it are the intellectual property of the RUSNANO Group (registered and/or unregistered), owned by JSC RUSNANO or its subsidiaries and affiliates, which is protected by the legislation of the Russian Federation, the norms of international law and the legislation of other countries.

The Site also contains trademarks of third parties that are intellectual property and protected by the legislation of the Russian Federation, the norms of international law and the legislation of other countries.

1.8. This Agreement regulates the relationship between the Site Administration, the Operator and the User of the Site.

### II. TERMS AND DEFINITIONS

2.1. The following definitions and terms have importance for the purposes of this Agreement:

2.1.1. RUSNANO Site, the Site is the Internet resource located at [www.rusnano.com](http://www.rusnano.com) and its subdomains that operate through an Internet resource and related services.

2.1.2. The RUSNANO Group are RUSNANO JSC, Management Company RUSNANO LLC, portfolio companies and subsidiaries of RUSNANO JSC.

2.1.3. The Site Administration is RUSNANO, JSC and/or MC RUSNANO LLC and/or other authorized entity that acts based on the Agreement.

2.1.4. The Operator of the personal data is MC RUSNANO, LLC and/or RUSNANO, JSC that is (are) legal entity (s) and undertake the personal data processing the User of the Site.

2.1.5. The User – the user of the Site (natural person) who has access to the Site through the Internet.

2.1.6. The Content of the Site is any information that is not prohibited by the legislation of the Russian Federation, including protected results of intellectual activity, the texts of articles and their titles, forewords, annotations, illustrations, graphic, text, photographic, derivative, composite and other works, user interfaces, visual interfaces, trademark names, logos, computer programs, databases, as well

as the design, structure, selection, coordination, appearance, general style and location of this Content and other intellectual property all together and/or separately that are posted on the Site.

2.1.7. The Service (web-service) is a software system that identified by a unique web address with standardized interfaces; the Site services ('Feedback', 'Subscription', 'The career in RUSNANO' and others).

### III. THE SUBJECT OF THE AGREEMENT

3.1. The subject of the Agreement is access the User to the Site and the Content, information and services posted on the Site.

3.2. The Site provides the User with the following types of free services:

- access to electronic Content of the Site with the right to purchase (download) and to view the Content on the terms of this Agreement;
- access to search and navigation tools on the Site;
- provide the User with the opportunity to post messages, comments, the User reviews, rating the Content and the Site;
- create 'Account' and place documents and materials in it; and
- other services.

3.3. This Agreement contains all existing (actually functioning) services of the Site, as well as any subsequent modifications and additional services of the Site are subject to this Agreement.

### IV. THE RIGHTS AND OBLIGATIONS OF PARTIES

**4.1. The Site Administration has the following rights:**

4.1.1. To change the rules of use of the Site as well as to alter the Content of the Site. The changes shall enter into force from the moment when the new version of this Agreement is published on the Site. If the User does not agree with the changes made, he or she will have to refuse access to the Site and to stop using of the Content and services of the Site.

4.1.2. To restrict the User's access to the Site if the User violates any of the terms of this Agreement.

4.2. The Site Administration shall not be responsible for the visit and use of external resources by the User (third parties websites) through links can be found on the Site. The Site Administration does not verify content of third parties websites for compliance with certain requirements (reliability, completeness, legality, security etc.). The Site Administration is not responsible for any information, content, including any opinions or statements, advertising etc. that posted on third parties websites. The Site Administration is not responsible for access to third parties websites and consequences their using by the User.

4.3. The Site Administration is not responsible and does not have any direct or indirect obligations to the User for any Content of the Site, goods or services, copyright registration and information about copyrights, which the User can get through links to third parties websites posted on the Site. The Site Administration is not responsible for any possible damages or loss by the User in result of visiting third party websites through links posted on the Site.

4.4. The Site Administration does not accept counter proposals from the User about altering this Agreement.

4.5. The Operator publishes the Policy on the processing of personal data in MC RUSNANO LLC and RUSNANO JSC and Regulations on the processing of personal data of the User of corporate JSC RUSNANO website on the Site. The above-mentioned documents contains personal data processing regulations, including the purposes and conditions of their processing, the rules for the use of the Site, the rights and obligations of the User and the Operator with regard to personal data processing and security of personal information. The Operator provides access these documents using the Site.

4.6. The Site Administration and the Operator provide record, systematization, accumulation, storage, clarification (update and change) and extraction personal data of Users with using databases that located on the territory of the Russian Federation.

**4.7. The User has the right:**

4.7.1. To access the use of the Site;

4.7.2. To use all services available on the Site;

4.7.3. To ask any questions related to the service of the Site using the Site service 'Feedback'.

4.7.4. To send messages which, in its opinion, relate to unjust acts and other conduct by employees and/or representatives of portfolio companies of RUSNANO JSC, the RUSNANO Group and their affiliates via the service 'The Report line' or 'Hotline'.

4.7.5. To use the Site exclusively for the purposes and procedures provided for this Agreement and not prohibited by the legislation of the Russian Federation.

4.7.6. To use the Content of the Site and services for browsing without the right of use the Content of the Site both in part and in full as follows by viewing them, without the right to use the materials placed on the Site in any way, in whole or in part, without the right of distribute, copy, reproduce materials published on the Site without the prior written permission/consent of the Site Administration and/or right holders of these materials.

4.7.7. If the User does not accept or agree fully or partially with this Agreement, he or she has the right to stop using the Site at any time, at his or her sole discretion.

#### **4.8. The User has obligations:**

4.8.1. When the User uses the Site, he or she should respect the property and non-property rights of authors and other copyright holders.

4.8.2. Do not take actions that may be considered as disrupting the normal operation of the Site.

4.8.3. Do not distribute using the Site any confidential and protected information about individuals or legal entities by the legislation of the Russian Federation.

4.8.4. To avoid any actions that may violate the confidentiality of information protected by the legislation of the Russian Federation.

4.8.5. Do not use the Site for distribution of advertising information. It is possible only with the JSC RUSNANO consent.

4.8.6. Do not use the Site's services for the purpose of:

4.8.6.1. Downloading the Content that is illegal and violates any rights of third parties; promotes violence, cruelty, hatred and/or discrimination on racial, ethnic and national, gender, religious, social grounds; contains false information and/or insults against specific individuals, organizations, and authorities.

4.8.6.2. Incitement to commit illegal actions, as well as assistance to persons whose actions purpose is to violate the restrictions and prohibitions that apply to the Russian Federation.

4.8.6.3. A violation of the rights of minors and/or harming in any form.

4.8.6.4. To present himself or herself as another person or the organization's representative, including the Site Administration's employee and/or a community without adequate rights.

4.8.6.5. To mislead about the properties and characteristics of any services of the Site and/or the Site services.

4.8.7. When the User quotes the Content of the Site, including protected copyrighted works (when such use is allowed in writing by the Site Administration and/or by right holders), the link to the Site is obligatory.

4.8.8. The User accepts all Content and services on the Site or any part thereof may include advertising. The User agrees with the fact that the Site Administration is not responsible for any advertising on the Site and has not obligations in connection with such advertising.

#### **4.9. The User is forbidden:**

4.9.1. To use any hardware, software, procedures, algorithms and methods, automatic systems or equivalent manual processes to access, purchase and copy or track the Content of the Site;

4.9.2. To violate the proper functioning of the Site;

4.9.3. To circumvent of the navigation structure of the Site for obtaining and attempting to obtain any information, documents or materials by any ways that are not represented especially by the Site's services.

4.9.4. Unauthorized access to the function of the Site, to any other systems or networks related to the Site as well as to any services hosted on the Site;

4.9.5. To violate the security or authentication system on the Site or on any network connected to the Site.

4.9.6. To use the Site and the Content for any purposes that are prohibited by the legislation of the Russian Federation and to incite any illegal actions that violate the rights of the Site Administration or others.

4.9.7. To use the Content of the Site without the consent of the right holders;

4.10. The User agrees does not take action and not to leave comments and notes that may be considered as violating the norms of the Russian Federation legislation or norms of international law, including in the area of intellectual property, copyright and/or related rights, generally accepted rules of ethics and morality, as well as any actions that lead to or are likely to result in the violation of the normal operation of the Site and services of the Site.

## 5. USE THE SITE

5.1. JSC RUSNANO belongs to the Site and the Content of the Site that manage by the Site Administration.

5.2. The Content of the Site cannot be copied, published, reproduced, posted, transmitted or distributed in any way, without the prior written consent/permission of the Site Administration and/or the right holders of the relevant materials.

5.3. The Content of the Site is protected by copyright, trademark and other intellectual property rights and competition law.

5.4. The User's access to the Content of the Site may require for registration ('User account'), including the assignment of a login and/or password for the further use of the Site as registered by the User. If the User decides about such registration, he or she will give him or her Consent to personal data processing to the extent of providing for registration that contain the following information: first name, last name, date of birth, Email, phone number, link to the User's social media accounts. Such information provides on a compulsory or voluntary basis. When the User visits the Site, he or she provides data that are automatically transmitted to the services on the Site during use with the software installed on the User's device, including IP-address, cookie data, and User's browser information (or another software for accessing the services), technical data of the hardware and software used by the User, the data and time of access to the Site services, the addresses of the requested pages.

5.5. The User gives his or her Consent to personal data processing of his or her own free will and his or her interest, when he or she uses the Site services, and applies the way that the Site Administration offers the User. The User should read also Privacy Policy of JSC RUSNANO and LLC MC RUSNANO and Regulations on processing personal data of JSC RUSNANO site user.

5.6. The User is personally responsible for maintain the confidentiality of 'User account', including password and documents or information.

5.7. The User should immediately notify the Site Administration about any unauthorized use of his or her account or password or any other security violation of the system.

5.8. The Site Administration has the right of cancellation 'User account' unilaterally, if it was not using more 12 (twelve) consecutive calendar months without prior notice the User.

## VI. RESPONSIBILITY

6.1. The User is responsible for any loss as a result intentional or unintentional violation of any terms of this Agreement and unauthorized access to data (information) another user. The Site Administration does not pay the damages.

6.2. The Site Administration is not responsible for:

6.2.1. Delays or interruptions in technical operations caused by force majeure, as well as any malfunctioning of telecommunications, computer, electrical and other related systems;

6.2.2. Proper functioning of the Site, if the User does not have the necessary technical means for its use and does not have any obligation to provide users with such means;

6.3. The User is responsible for interpretation and use the Content (information) that posted on the Site.

6.4. Under any circumstances, the responsibility of the Site Administration under Article 15 of the Russian Civil Code is limited to 3,000 (3,000) rubles and is applied if the Site Administration is guilty.

#### VII. BREACH OF THE TERMS OF THE USER AGREEMENT

7.1. The Operator is entitled to disclose any information about the User that is collected by the Site if such disclosure is necessary for an investigation or complaint concerning the misuse of the Site or to establish (identity) the User who can violate or interfere with the rights of the Operator or other the Site users.

7.2. The Site Administration/Operator is entitled to disclose any information about the User that is necessary to implement the terms of law or court decisions as well as to provide fulfilling the conditions of this Agreement, to protect the rights or security of the RUSNANO Group and other users.

7.3. The Site Administration has the right, without prior notice to the User, to stop and/or block access to the Site, if the User has violated this Agreement or the terms of use of the Site as well as in case of termination of the Site, or due technical failure or problem.

7.4. The Site Administration shall not be liable to the User or third parties for termination of access to the Site in case if the User violates any provision of this Agreement or other document that contains the terms of use of the Site.

#### VIII. DISPUTE RESOLUTION

8.1. If any disagreement or dispute appears between the Parties of this Agreement, the submission of a claim (a written proposal for a voluntary settlement of the dispute) shall be a mandatory condition before recourse to the courts.

8.2. The claim recipient shall notify the claimant in writing of the outcome of the claim review within 30 (Thirty) calendar days from the date of its receipt.

8.3. If it is not possible to resolve the dispute voluntarily, any Party has the right to apply to the courts for the protection of their rights that are granted to them by the legislation of the Russian Federation.

#### IX. THE ADDITIONAL TERMS

9.1. Information posted on the Site should not be interpreted as a change of this Agreement.

9.2. The User reviews posted on the Site are not confidential information and may be used by the Operator without restrictions.

9.3. The Site Administration's inaction does not deprive the Site Administration of the right to take subsequently appropriate actions to protect of its interests and copyright in accordance with the legislation if the User violates the terms of this Agreement.

9.4. This Agreement, amendments and supplements thereto and updated versions of the Agreement shall be made available on the Site. The amended/updated versions of this Agreement shall enter into force on the date of their publication on the Site. If amendments or additions are made to this Agreement, new version of the Agreement is posted on the Site with the date on which the Agreement will become effective in the new version.

9.5. The User is personally responsible for tracking the amendments of this Agreement.