

PUBLIC OFFER

Moscow Region, Khimki

This Offer constitutes a public offer of Sheremetyevo International Airport Joint-Stock Company to conclude a contract on the provision of airport services in accordance with [cl. 2 of art. 437](#) of the Civil Code of the Russian Federation.

This Offer is available on the official web-site of the Airport at: <https://www.svo.aero>.

DEFINITIONS

Capitalized terms used in this Offer are defined as follows:

Acceptance of the Offer: complete and unconditional acceptance of the Offer by performing the actions specified in cl. 8.1 of the Offer. Acceptance of the Offer creates a Contract;

Airport: Sheremetyevo International Airport Joint-Stock Company – provider of services;

Contract: a contract for the provision of airport services concluded by Acceptance of the Offer pursuant to the terms set out therein;

Offer: this document, which is posted on the official web-site of the Airport: <https://www.svo.aero>;

Carrier: an entity which has performed Acceptance of the Offer and acts as a consumer of services under the concluded Contract;

SCD: Schedule Coordination Directorate.

ARTICLE 1. SUBJECT OF THE OFFER

1.1. The Airport shall provide the following services to the Carrier at Sheremetyevo International Airport under the terms of this Offer:

- ensure take-off, landing, taxiing and parking of aircraft;
- provision of an airport terminal;
- provision of aviation (transport) security;
- ground handling service of aircraft, passengers, aircraft crews, baggage processing, aircraft maintenance (the services rendered by Sheremetyevo Handling LLC in the absence of a separate contract).

1.2. Airport services shall be provided within the capabilities of the Airport and in accordance with its standards and technological processes. Provision of airport services shall be performed on the basis of the applicable Federal Aviation Regulations of the Russian Federation, in consideration of the requirements of the Civil and Air codes of the Russian Federation, orders, instructions, guidelines and recommendations of the Federal Agency of Air Transport of the Ministry of Transport of the Russian Federation, ICAO, IATA and the Instruction on flight operations at Sheremetyevo International Airport, as well as in accordance with Appendix 1 of this Offer.

1.3. The Airport shall have the right to delegate the provision of airport and ground handling services to the organizations contracted by it for the provision of relevant services. However, the Airport shall be liable to the Carrier for the proper provision of such services, as if they had been performed by the Airport. If the Carrier has separate contracts for the provision of airport and ground handling services with the relevant organizations, the Airport shall not be responsible for the provision of these services.

1.4. The Carrier shall comply with the Airport's Aviation Security Program pursuant to the Extract from Sheremetyevo International Airport's Aviation Security Program posted on the official web-site of Sheremetyevo Airport.

ARTICLE 2. PAYMENT PROCEDURE

2.1. Payment for the services rendered to Russian airline companies in accordance with cl. 1.1 of the Offer shall be made at the current rates and fees of the Airport's price lists for Russian users and according to the price lists of the organizations providing the relevant services.

As indicated in cl. 1.1 of the Offer, airport fees for the services rendered to foreign airline companies shall be charged at the rates published in the Aeronautical Information Publication of the Russian Federation (AIP), provided for in Appendix 15 to the Convention on International Civil Aviation (Chicago, 1944). Rates for airport fees shall be set in US dollars. Payment for additional airport services shall be charged by the Airport at the rates and prices of the current Price List of the Airport or price lists of the organizations rendering the corresponding services. Taxation shall be exercised in accordance with the provisions of the tax legislation of the Russian Federation.

2.2. The Carrier shall make an advance payment of 100 % of the estimated expenses for airport and ground handling servicing of the flight at least 2 (two) business days prior to the flight date. The payment date shall be deemed to be the date on which the funds are credited to the Airport's account.

2.3. The Carrier shall sign Reports of the Services Rendered (form A for foreign airline companies, form C for Russian airline companies) and Summary Statements within 3 (three) days from the date on which the flight was completed. The Airport shall issue a bill/invoice to the Carrier for the services rendered within 5 (five) calendar days from the date on which the primary documents listed in this clause were signed.

2.4. The Carrier shall, within 5 (five) business days from the date of issuing the bill/invoice, make an additional payment for the services rendered or, in case of landing at an alternate airport, pay in full. Should the amount of the advance payment exceed the invoice amount for the services actually rendered, the remaining sum shall be returned to the Carrier's account.

2.5. In case of an overdue payment, the Airport shall be entitled to accrue default interest in respect of the Carrier equal to 0.1 % of the overdue payment's amount per each day of delay. Default interest shall be accrued on the basis of the claim from the Airport.

2.6. The Carrier shall reimburse the Airport for all the costs associated with the payment of fines to public authorities imposed due to a documented fault of the Carrier, as well as for the legal costs associated with these violations.

2.7. Payment by Russian airline companies of invoices for airport and additional services rendered shall be made in Russian rubles; payment by foreign airline companies of invoices for airport and additional services rendered shall be made in US dollars.

ARTICLE 3. OBLIGATIONS OF THE PARTIES IN EMERGENCY CIRCUMSTANCES

3.1. In emergency circumstances, including, but not limited to the cases of forced landing, flight accidents or acts of violence, the Airport shall immediately, without waiting for the Carrier's instructions, take all reasonable and possible measures to assist passengers and crew and to ensure that baggage, cargo and mail on board the aircraft are kept safe and secure from loss and damage. The Carrier shall reimburse the Airport for all additional costs incurred in connection with the provision of such assistance as per the Airport's Price List.

3.2. The Carrier shall use all reasonable efforts to eliminate malfunctions of or damage to the aircraft, as well as take measures, together with the Airport, to remove the aircraft from the airfield of Sheremetyevo aerodrome in the shortest time possible in accordance with the Aircraft Removal Plan.

3.3. Services for the removal of aircraft from the airfield of the aerodrome:

Removal of aircraft unable to move from the airfield of Sheremetyevo aerodrome shall be performed in accordance with the Plan of Aircraft Recovery from the airfield at Sheremetyevo Airport by the Airport at the expense of the Carrier. All services for aircraft removal shall be paid for at prices and rates in accordance with the current Price List of the Airport and the organizations involved by the Airport in aircraft removal.

Should aircraft, due to its location, create obstacles, hindrances or inconveniences for maneuvering, takeoffs and landings of other aircraft, the Airport shall reserve the right to independently take steps to remove the aircraft. Moreover, the Airport shall determine the method of aircraft removal at its own discretion and shall not be liable for possible unintentional damage to the aircraft during evacuation operations.

Should the Airport suffer financial losses as a result of the location of an aircraft which is unable to move on the airfield of Sheremetyevo aerodrome, the Airport shall have the right to claim damages from the Carrier.

ARTICLE 4. RESPONSIBILITIES OF THE PARTIES AND INDEMNITY FOR DAMAGES

4.1. Should a Party suffer material damages and losses due to non-fulfillment or improper fulfillment by another Party of its contractual obligations, the liable Party shall compensate for the damages and losses to the Party affected, subject to documented proof thereof.

4.2. All references to the Carrier or the Airport in this Offer and the Appendices hereto shall include their employees, agents and subcontractors.

ARTICLE 5. FORCE MAJEURE

5.1. Both Parties shall be released from liability for full or partial non-fulfillment of their obligations under this Offer if such non-fulfillment is caused by force majeure circumstances, namely: a flood, an earthquake and other natural disasters, as well as military actions beyond the control of any of the Parties and affecting the fulfillment of their obligations under this Offer.

5.2. A Party unable to fulfill its obligations under this Offer due to the above circumstances shall inform the other Party of the existence or termination of such circumstances within 3 days. Undue notification of force majeure circumstances shall deprive the respective Party of the right to refer to them in the future.

5.3. Documents issued by the relevant competent authorities shall be deemed to be appropriate evidence of any force majeure circumstances and their duration.

5.4. Should the circumstances listed in cl. 5.1 last for more than 30 days, each Party shall have the right to terminate this General Terms Agreement acting unilaterally out of court, in which case neither Party shall have the right to claim potential losses from the other Party.

ARTICLE 6. APPLICABLE LAW AND ARBITRATION

6.1. Any disputes and disagreements between the Parties under this General Terms Agreement or in connection with its interpretation and application shall be considered by the Arbitration Court of the Moscow Region pursuant to the substantive and procedural law of the Russian Federation.

ARTICLE 7. ANTI-CORRUPTION CLAUSE

7.1. When performing their obligations hereunder, the Parties, their affiliated entities, employees or intermediaries shall not pay, offer to pay nor allow payment of any funds or valuables, directly or indirectly, to any persons to influence any actions or decisions to be made by such persons in order to obtain any improper advantages or achieve other improper goals.

7.2. When performing their obligations hereunder, the Parties, their affiliated entities, employees or intermediaries shall not perform any actions defined by the current law for the purposes of this Offer as giving/taking a bribe, commercial bribery, as well as actions violating the requirements of the current law and the international instruments on combating the legalization (laundering) of income obtained by criminal means.

7.3. If any of the Parties has any suspicions that a violation of any provision of this Article has occurred or is threatened, the relevant Party shall notify the other Party in writing. Upon sending a written notice, the relevant Party shall have the right to suspend fulfillment of its obligations under this Offer until confirmation is received that such a violation has not occurred or will not happen. Such confirmation shall be sent within ten working days from the date on which the written notice was sent.

7.4. In the written notice, the Party shall appeal to the facts or provide materials reliably confirming or giving reason to believe that there has been or may be a violation of any of the provisions of this Article by a contractor, its affiliated entities, employees or intermediaries whose actions are defined by the current law as giving or taking a bribe, commercial bribery, as well as actions violating the requirements of the current law and the international instruments on combating the legalization of income obtained by criminal means.

7.5. The Party which initiated the termination of this Contract in accordance with the provisions of this Article shall be entitled to claim compensation for actual damages resulting from such termination.

ARTICLE 8. ACCEPTANCE OF THE OFFER AND CONCLUSION OF THE CONTRACT

8.1. The Contract between the Parties shall be concluded by Acceptance of the Offer by the Carrier. Acceptance of the Offer shall be the submission by the Carrier of a request for services (Appendix 2 to this Offer), which shall be regarded as complete and unconditional consent to the terms of the Offer.

The request shall contain the data listed in cl. 1.1 of Appendix 1 of this Offer.

The request can be submitted using technical means: by fax: _____, to the e-mail address: _____. A pre-condition is subsequently sending the original request to the following address: 141400, Russian Federation, Moscow Region, Khimki, Sheremetyevo Airport area, Aviation marketing and commerce Department.

8.2. The Contract shall come into and be in effect from the date of the Carrier's flights specified in the written request (Appendix 2 hereto), but not more than 3 (three) calendar days prior to the date of the first flight according to the request, and, in terms of settlements thereunder, until completion of the flights.

8.3. This Offer shall be deemed a founding document in the official relationship between the Airport and the Carrier, and its Acceptance by the Carrier shall mean that it has understood and completely accepted its conditions.

8.4. When performing the actions to accept this Offer, the Carrier confirms its legal status and capacity, as well as its legitimate user right to enter into contractual relations with the Airport.

8.5. The Airport shall have the right to unilaterally change the terms and conditions of this Offer at any time by posting the changes on the web-site <https://www.svo.aero>. The changes shall take effect from the date on which they are posted on the web-site indicated.

8.6. The airport shall have the right to revoke the Offer at any time by posting the relevant information on the web-site <https://www.svo.aero>. The Contract shall be deemed terminated from the date on which such information is posted.

8.7. The place of the Offer and its Acceptance is Moscow Region, Khimki, Sheremetyevo Airport area.

| AIRPORT | |
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| <p>Location: 141400, Russia, Moscow Region, Khimki, Sheremetyevo Airport area INN 7712094033, KPP 504701001 OGRN 1025003082048</p> <p>Bank details: For payments in rubles: Settlement account 40702810338040106183 Sberbank PJSC, Moscow Correspondent account 30101810400000000225 BIC 044525225</p> <p>For payments in US dollars: Correspondent bank: Bank of New York Mellon, NY, USA SWIFT: IRVTUS3N Account: 890-0057-610 Beneficiary bank: Sberbank PJSC</p> | |

SWIFT: SABRRUMM

Beneficiary account: 40702840538040206183

Recipient: Sheremetyevo International

Airport Joint-Stock Company

Correspondent bank: Bank of New York

Mellon, NY, USA

SWIFT: IRVTUS3N

Account: 890-0057-610

Beneficiary bank: Sberbank PJSC, Moscow

SWIFT: SABRRUMM

Beneficiary account: 40702840538040206183

Recipient: Sheremetyevo International

Airport JSC

| BASIC TERMS OF USE OF SHEREMETYEVO INTERNATIONAL AIRPORT | |
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| 1.1 | <p>A request for a non-scheduled flight shall be submitted from the Carrier's head office or by a duly appointed agent and contain the following information:</p> <ul style="list-style-type: none"> - Planned flight/landing date and time; - Flight category (charter, supplementary, cargo, etc.); - Flight number and name of an airline company (ICAO, IATA, internal codes); - Aircraft type and configuration; - Purpose of flight; - Payload of aircraft (passengers, cargo and type of aircraft); - Traffic schedule in UTC with the specification of commercial and repelling landings; - Required amount of aviation fuel at Sheremetyevo Airport (only for air freight); - Required services at Sheremetyevo Airport (standard or supplementary); - Name of lessee and/or customer; - Obligations for settlement with the Handling Party for aircraft ground handling and airport services; - Confirmation of cargo handling (only for air freight); - Handling Party (Handling Agent); - Confirmation of passenger servicing at the business aviation terminal. |
| 1.2 | <p>Agreement and change of coordinated slot parameters can be made with the Airport's SCD company on a 24-hour basis, at least 2 hours prior to the planned time of flight departure at the addresses for communication:</p> <ul style="list-style-type: none"> - e-mail: SVOKW7X@SVO.AERO – internal and overseas flights; - AFTN: YVEBYDЫC, YVEEAPIIC – internal and overseas flights. |
| 1.3 | <p>In case of cancellation of a flight under a previously confirmed slot, the Carrier shall inform the SCD on time and via the address specified in cl. 1.2.</p> |
| 1.4 | <p>If the time and number of the flight changes on the day of its operation, as well as if a flight is canceled and passengers are transferred to another airline company, the Carrier shall promptly notify the Airport of such a change in order to further inform passengers on this flight at the following addresses:</p> <ul style="list-style-type: none"> - AFTN: YVEBYDЫC, YVEEAPIIC - SITA: SVOZP7X; SVOOV7X, SVOPD7X - e-mail: SVOKW7X@SVO.AERO |
| 1.5 | <p>The parameters of a filed flight plan (FPL) shall correspond to the parameters of the agreed slot with the estimated time of aircraft arrival at Sheremetyevo Airport (with a deviation of no more than 15 minutes). Information in the confirmed slot: "SLOT HH:MM" shall be specified in the field 18 FPL, after "RMK/", in accordance with the requirements of Chapter II, cl. 13.9 of the Table of aircraft movements in the Russian Federation.</p> |
| 1.6 | <p>A flight with filed flight plan (FPL) parameters and/or flight plan approval (PLN) not corresponding to the parameters of the slot confirmed by the SCD shall not be included in the daily flight plan at the airport, which shall be notified to: the operator (the airspace user) and the Head Center of the Air-Traffic Management Unified System (ATM US HC).</p> |
| 1.7 | <p>If flight departure is delayed by 60 minutes or more from the estimated departure time specified in the original flight plan (FPL), the Carrier shall put in a request with Sheremetyevo Airport's SCD for a new slot by submitting a formalized request (SCR) at least 30 minutes prior to the estimated departure time of the aircraft.</p> |
| 1.8 | <p>After confirmation of the slot, the SCD shall enter the information on the time's amendment into the daily flight plan of Sheremetyevo Airport and submit a copy of a formal SCR message confirming the slot to the ATM US HC for issuing a space coordination clearance.</p> |

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| 1.9 | If Sheremetyevo Airport forecasts or encounters difficult weather conditions, a NOTAM on limited airport capacity shall be published. |
| 1.10 | The SCD shall inform the Carrier upon the issuance of a NOTAM and the assignment of a new slot in accordance with the established capacity standard. |
| 1.11 | The Carrier is obliged to adjust the parameters of the filed flight plan (FPL) in accordance with the parameters of the slot designated by the SCD. |