

Agreement on the Terms of Use of the Client's Personal Account of UTLC ERA JSC

1. General

1.1. United Transport and Logistics Company – Eurasian Rail Alliance Joint Stock Company (hereinafter referred to as UTLC ERA JSC) shall provide its Clients with access to the Client's Personal Account of UTLC ERA JSC (hereinafter referred to as the Personal Account).

1.2. Definitions used in this Agreement:

1.2.1. Client shall mean a legal entity that has entered into an agreement with UTLC ERA JSC for the provision of transport and forwarding services.

1.2.2. User shall mean an employee who has been granted access rights to the Personal Account by the Client to perform relevant actions therein on behalf of the Client.

1.2.3. User Profile shall mean a personal page of a specific Personal Account User, which, in addition to the general information presented in the Personal Account, also contains the personal data of that specific User.

1.2.4. Parties: UTLC ERA JSC, Client, User. A Party in this agreement refers to any of the aforementioned entities/persons.

1.3. The Client, User shall enter into this Agreement by acceding to it through registration in the Personal Account, which means the Client's, User's full acceptance of the terms and conditions of this Agreement.

1.4. This Agreement defines the procedure for connecting the Client to the Personal Account and using the Personal Account.

1.5. The Personal Account is accessible online on the website of UTLC ERA JSC at <https://www.utlc.com/lkc/>.

1.6. The procedure for registration and logging of Clients and Users in the Personal Account is determined in accordance with Section 2 hereof.

1.7. The current version of this Agreement is published online on the official website of UTLC ERA JSC at <https://www.utlc.com> and comes into force from the moment of its publication on the official website of UTLC ERA JSC at <https://www.utlc.com>.

1.8. By logging into the Personal Account, the Client, User confirms that they are familiar with the confidential information protection measures applied by UTLC ERA JSC, and acknowledge the following: entering authentication information (login and password) is an authentication method sufficient to obtain basic access to the Personal Account, use standard services within the granted authorities, and perform legally significant actions on behalf of the Client within the granted authorities. UTLC ERA JSC has the right, at its discretion and/or based on risk assessment, to require additional authentication or identity verification measures for certain operations. The User, Client shall ensure the confidentiality of their account data and immediately notify UTLC ERA JSC of any loss or unauthorized access to them.

1.9. Using the Personal Account requires an internet browser such as Microsoft Edge or Google Chrome or Firefox or Opera or Apple Safari or Yandex.Browser, and continuous connection to the Internet.

1.10. Personal data of Client representatives and Users contained in the Client's account shall be processed by UTLC ERA JSC in accordance with Federal Law No. 152-FZ dated July 27, 2006 on Personal Data and the personal data processing policy of UTLC ERA JSC published on the official website of UTLC ERA JSC at <https://www.utlc.com/upload/docs/p-p.pdf>.

1.11. UTLC ERA JSC does not guarantee the uninterrupted operation of the Personal Account, nor does it guarantee any specific recovery times in case of service interruptions.

1.12. UTLC ERA JSC has the right, at its discretion, to establish specific features in the use of Personal Account services, including: the presence/absence of individual functions of Personal Account services, any other content, content storage period, special parameters for uploaded content, etc.

1.13. To improve the quality of Personal Account services, UTLC ERA JSC has the right to collect opinions and feedback from Clients and Users on various issues through surveys within the Personal Account. Collected opinions and feedback may be used, among other things, to generate statistical data.

1.14. UTLC ERA JSC is not liable for the Client's, User's use of the Personal Account, including:

- 1.14.1. Delays or failures during an operation resulting from force majeure, and any instance of malfunctions in telecommunication, computer, electrical, and other related systems;
- 1.14.2. Receiving outdated information in the Personal Account, and the Client's, User's inability to receive updates to the information stored in the Personal Account;
- 1.14.3. Proper functioning of the Personal Account if the Client, User does not have the necessary equipment to use it. UTLC ERA JSC bears no obligation to provide Clients, Users with such equipment;
- 1.14.4. Damage (actual or potential), lost profit arising from the use of the Personal Account, or the inability to use it;
- 1.14.5. Loss by the Client, User of access to their Personal Account;
- 1.14.6. Incomplete, inaccurate, or incorrect provision of data by the Client, User when creating a Personal Account;
- 1.14.7. Possible unlawful actions of the Client, User towards third parties, or of third parties towards the Client, User;
- 1.14.8. Termination (blocking) of the Client's, User's access to the Personal Account in case of violation by the Client, User of the terms and conditions hereof.

1.15. Inquiries related to the operation of the Personal Account shall be accepted electronically through a personal manager (contact details are provided in the Contact Details section) or the Personal Account support service via support@utlc.com.

2. Procedure for Granting and Terminating Access to the Personal Account

2.1. Each Client shall receive a personal link to the email address specified in the agreement with UTLC ERA JSC. Clicking this link opens a registration form for creating a specific User's profile in the Client's Personal Account.

2.2. To complete registration, UTLC ERA JSC shall offer to read its Personal Data Processing Policy, Client Personal Account Terms of Use Agreement, and request consent to personal data processing.

2.3. Familiarization with the documents and confirmation of the Client's, User's consent to their terms shall be made by clicking virtual buttons.

2.4. By entering into this Agreement, the Client assures UTLC ERA JSC of the accuracy of the information entered into the registration form, and the accuracy of the attached documents (information contained therein) and undertakes to keep the specified information up-to-date. The risk of not updating information, including changes to email or mobile phone numbers, lies with the Client.

2.5. The Client bears full liability for the actions of Users registered on its behalf in the Personal Account.

2.6. The number of Users acting on behalf of one Client and using the Client's Personal Account services is unlimited.

2.7. After filling in all required fields of the registration form and clicking the virtual consent buttons, the registration process is completed, and the system displays the message: 'Registration successful. Your personal account will be activated after manager confirmation within 24 hours'.

2.8. A notification confirming the activation of the User's profile in the Personal Account shall be sent to the email address provided during registration.

2.9. The data entered in the registration form shall be saved and displayed in the Personal Account profile under the tab named 'User': Last Name, First Name, Patronymic, E-mail, phone number, position. The same tab shall provide a function for the User to change his/her password.

2.10. Further log-in of the User in the Client's Personal Account profile shall be made by using the login and password specified during registration, with the additional data protection tool - two-factor authentication.

2.11. The User has the right to change the password in his/her profile.

2.11.1. In case of loss of account data by the User or compromise (suspicion of compromise), he/she shall use the password self-recovery function available in the form located at <https://www.utlc.com/lkc/> or contact support at support@utlc.com to change the password.

2.12. Any operations performed by the User in the Personal Account are considered to have been performed by the Client.

2.13. During maintenance, UTLC ERA JSC shall notify Users about the suspension of Personal Account operation by posting relevant information within the Personal Account.

2.14. UTLC ERA reserves the right at any time to request from the Client the originals or copies of documents confirming the authority and/or other data specified during the registration of User accounts in the Personal Account (both in the registration form and in the attached documents), and originals or copies of other documents.

The Client shall provide the information and/or documents requested by UTLC ERA JSC within 3 business days from the date of the request.

If the Client fails to provide the requested information and/or documents within the specified period, the User's account may be blocked.

2.15. In case of violations by the User, Client of the provisions of this Agreement, UTLC ERA JSC has the right to immediately terminate this Agreement unilaterally out of court, by discontinuing access for Users, Client to the Personal Account.

2.16. After the User's first login to the Personal Account, the entered account data may be automatically saved with the User's consent in the device's browser and not require additional input of access credentials for each use of the Personal Account services. In this case, the Client, including through the User, shall be liable for providing access to the device and/or browser containing the saved User account data.

2.17. Termination of access to the Personal Account:

2.17.1. on the grounds specified in clauses 2.14, 2.15 hereof;

2.17.2. upon the Client's request; in case of dismissal of a Client's employee who is a User of the Personal Account, the Client shall notify UTLC ERA JSC in writing by contacting the support service at support@utlc.com no later than the day of dismissal, so that access to the Personal Account for this User is blocked.

2.17.3. expiration of the agreement for transport and forwarding services concluded with UTLC ERA JSC;

2.17.4. at the request of government authorities;

2.17.5. on other grounds stipulated by this Agreement.

3. Procedure for Using the Personal Account

3.1. The Client shall be solely liable to third parties for actions, including those of Users, related to the use of the Personal Account, including if such actions lead/may lead to a violation of the rights and legitimate interests of third parties, and for compliance with the laws of the Russian Federation when using the Personal Account.

3.2. When using the Personal Account, the Client, User may not:

3.2.1. Violate the rights of third parties and/or cause them harm in any form.

3.2.2. Use the Personal Account for any purposes prohibited by law and/or this Agreement,

or incite others to any illegal activity or other activity contrary to the terms and conditions hereof.

- 3.2.3. Upload, send, transmit, or otherwise post and/or distribute any materials containing viruses or other computer codes, files, or programs designed to disrupt, destroy, or limit the functionality of any computer or telecommunications equipment or software, or to gain unauthorized access.
- 3.2.4. Disrupt the normal operation of Personal Account services.
- 3.2.5. Facilitate actions aimed at violating the restrictions and prohibitions established by this Agreement.
- 3.2.6. Violate the provisions of the laws of the Russian Federation, including the provisions of international law and/or the national law of the country from which access to the Personal Account occurs.
- 3.2.7. Access the Personal Account by means other than through the public interface provided by UTLC ERA JSC, except when other access is explicitly permitted by a separate written agreement with UTLC ERA JSC.

4. Loyalty Program Rules in the Personal Account

4.1. For the purposes of this section of the Agreement, the following terms and definitions apply to define the Loyalty Program Rules (hereinafter referred to as the Rules):

Rules shall mean a section of the Agreement that sets out the terms and conditions for Clients' participation in the Loyalty Program.

Loyalty Program (hereinafter - Program) shall mean a program based on the principle of completing special tasks (quests) and accumulating and exchanging earned points for rewards, provided and implemented by UTLC ERA JSC, the purpose of which is to attract and increase Clients' interest in the services provided by UTLC ERA JSC.

U-quest shall mean an additional Personal Account service that allows the Client to increase transportation volumes and explore new routes, gain new opportunities and tools for business maintenance and development with modern digital services (hereinafter referred to as the Service).

Tasks (quests) shall mean one or more actions performed by Users within the Program, aimed at demonstrating User interest in using the Service for the purpose of additional informing and visual representation of Client activity and growth opportunities.

Points shall mean conditional units credited by UTLC ERA JSC to the Client's total score balance as an incentive for Tasks (quests) completed by Users. Points shall be used for accounting purposes only, are not a means of payment, and can be used exclusively in the manner stipulated by these Rules. Points can be spent on a variety of useful rewards, the range of which depends on the level of User activity.

Achievements shall mean marks of Client activity, the fulfillment by Users of certain conditions required by the Service. All achievements shall remain with the Client for an indefinite period. Each User can view all earned achievements in the Personal Account.

4.2. The Rules are perpetual and addressed to all Clients who comply with these Rules.

The Rules constitute an offer by UTLC ERA JSC to join the Program. The User may join the Program at any time during the Program's operation. There is no time limit for joining the Program.

The profile of each registered User of this Client shall have the U-quest, and it shall automatically join the Program without additional registration in the Service.

4.3. The Program is not associated with any payment by the Client or User, is not risk-based, and is not a lottery and/or gambling.

4.4. In all matters not covered by these Rules, UTLC ERA JSC and Clients shall be guided by the applicable laws of the Russian Federation.

4.5. Procedure for Connecting the Additional U-Quest Service to the Personal Account.

4.5.1. UTLC ERA JSC shall send each Client a personal email about the launch and implementation of the U-quest service in the Personal Account.

4.5.2. In the profile of the Client's Users who received the email, general access to special tasks (quests) shall be opened.

4.5.3. The completion of tasks by Users is voluntary, with the exception of the introductory task with informative content, and serves as a basis for crediting the Client with the corresponding number of points.

4.5.4. Tasks can be initiated by the Client's Users independently through the Personal Account interface or assigned automatically by the Service in accordance with the Client's operational parameters.

4.6. Principle of operation of the U-quest service:

4.6.1. Tasks (quests) are personalized and vary among Clients depending on the volume of transportation they perform during the calendar year. The type and number of tasks for Clients are determined by UTLC ERA JSC.

4.6.2. Tasks (quests), and any other information contained in the U-quest section, are available to all Personal Account Users.

4.6.3. Each User's profile shall display sections of the U-quest service, including, but not limited to: all available, ongoing, and completed tasks for the Client, and all earned achievements and a rates section where the User can find out if transportation is possible under the proposed conditions, offer their own rate for transportation in certain directions, and receive feedback from a personal manager. The list of Service sections and their functional features may be changed by UTLC ERA JSC unilaterally without notifying the User.

4.6.4. To start tasks, the User needs to click the Activate button.

4.6.5. All Tasks are divided into several groups depending on the purpose of their completion: increase the Client's transportation volume, develop new transportation routes, expand the cargo range.

4.6.6. The list of specific tasks, the procedure and deadline for their completion, the number of points awarded for their completion, possible rewards for exchange, and other similar information shall be posted in the Service.

- 4.6.7. After successfully completing tasks, the User shall receive points.
 - 4.6.8. The User may also be awarded points for performing certain activities in the Personal Account.
 - 4.6.9. Points received by each individual User of the Client shall be summed up and credited by UTLC ERA JSC to the Client's total score balance.
 - 4.6.10. As a result of accumulating a certain number of points, any Personal Account User can exchange them for special rewards from various categories, such as Acquisition of Reference/Analytical Materials, Personal Account Interface Customization, Participation in Events held by UTLC ERA JSC and other reward categories determined by UTLC ERA JSC.
 - 4.6.11. Some rewards, related to achieving the highest indicator in a specific task, are available only to the Client who first achieved the best result within the task completion period established by UTLC ERA JSC.
 - 4.6.12. For certain activities and task completion, Users can earn Achievements in addition to points. The Service has 'unique achievements' available only to one Client, 'graded achievements' that depend on the rate of task completion, 'repeatable achievements' that can be earned multiple times, as well as 'reward achievements' that allow the Client to earn additional points.
 - 4.6.13. UTLC ERA JSC has the right to establish additional conditions for the accrual and use of points, in addition to the grounds listed in this section of these Rules.
 - 4.6.14. Each User of the Personal Account has the right to use, on behalf of the Client, the entire amount of points accumulated on the Client's total balance at once or to use points partially, depending on the value of the selected rewards.
- 4.7. Rights and Obligations of the Client, User, and UTLC ERA JSC.
- 4.7.1. The Client, User has the right to:
 - Receive advertising, informational, news, and other types of information (mailings) from UTLC ERA JSC.
 - Receive information in the Personal Account about the Program (including its changes and improvements), current tasks, points scored, achievements and a list of possible rewards using the Service.
 - Contact UTLC ERA JSC to resolve disputes through a personal manager or with the help of the support service, by sending inquiries via email: support@utlc.com.
 - Perform tasks within this Program, accumulate and exchange points for rewards under the conditions stipulated by these Rules.
 - 4.7.2. The Client, User shall:

- Unconditionally comply with these Rules and other rules established by the user documents of UTLC ERA JSC, posted on the website of UTLC ERA JSC at <https://www.utlc.com>.
- Regularly review the content of these Rules to timely acknowledge their changes. In case of non-fulfillment of this obligation, the Client, User independently bears the risks of not acknowledging (untimely acknowledging) the changes made by UTLC ERA JSC to the Rules.
- Participate in the Program using UTLC ERA JSC website and/or the Service only within the rights and by the methods allowed by these Rules, act in good faith and not abuse the rights and opportunities granted by the Rules for the purpose of unreasonably earning and spending points.

4.8. UTLC ERA JSC shall:

- 4.8.1. Provide the Client, User with the opportunity to use the Service around the clock, with the exception of the time for preventive maintenance and other circumstances preventing access to the Service, which arose not due to the fault of UTLC ERA JSC.
- 4.8.2. Credit and debit points from the Client's general account in the manner defined by these Rules.
- 4.8.3. Respond to Client, User inquiries.
- 4.8.4. In case of additions, changes, or termination of the Program, inform the Client, User by publishing a new version of this Agreement or information about the termination of the Program in the Personal Account or by sending an email to the Client's email address.

4.9. UTLC ERA JSC may:

- 4.9.1. Make changes to the Program and improvements to the Service unilaterally without agreement with Clients.
- 4.9.2. At its discretion, determine and change the types of tasks and rewards for each group of Clients.
- 4.9.3. Adjust the Client's score balance in case of technical errors or malfunctions in the accrual algorithms.
- 4.9.4. Refuse to credit points or apply them in case of violation of these Rules by the Client, User.
- 4.9.5. At its discretion, request data, documents, and information from the Client necessary to verify task completion and the validity of point accrual. In case the Client refuses to provide the documents and information requested in accordance with this clause, UTLC ERA JSC has the right not to credit points to the Client.

4.10. UTLC ERA JSC does not guarantee the uninterrupted operation of the Personal Account and Service, nor does it guarantee any specific recovery times in case of service interruptions.

4.10.1. UTLC ERA JSC does not guarantee that the Program meets/will meet the requirements and expectations of the Client, User, nor that the functions of the Personal Account, User Profile, and Service will be provided continuously, quickly, reliably, and without errors. UTLC ERA JSC shall take necessary measures to provide Clients with quality service, including during technical breaks.

4.10.2. UTLC ERA JSC shall not be liable for any types of losses incurred by the Client as a result of the Client's participation in the Program.

5. Anti-Corruption Clause

5.1. When discharging their obligations hereunder, the Parties, their affiliates, employees or intermediaries (which hereinafter also include Users) shall not pay, offer to pay, and not allow the payment of any money or valuables, directly or indirectly, to any person to influence actions or decisions of these persons in order to gain any undue advantage or achieve other improper purpose. When discharging their obligations hereunder, the Parties, their affiliates, employees or intermediaries shall not carry out actions classified by applicable law for the purposes of this Agreement as bribery, corrupt business practices, and other actions that violate the requirements of the applicable law and international anti-corruption acts.

5.2. In the event that the Party suspects that a violation of any provisions of this section has occurred or may occur, the Party concerned shall notify the other Party in writing. In the written notification, the Party shall refer to facts or provide materials that reliably confirm or give reason to assume that a violation of any provision of this Agreement by the other Party, its affiliates, employees, or intermediaries has occurred or may occur.

Channels for notifying UTLC ERA JSC about violations of any provisions of clause 5.1: anticorr@utlc.com.

Channels for notifying the Client of any violations of the provisions of this clause are given in the Client's registration data.

The Party that has received a notification of a violation of any provision of this section shall consider the notification and inform the other Party about the results of its consideration within ten (10) business days from the date of receipt of the written notification.

5.3. The Parties guarantee a proper investigation of the violation of the provisions of this Agreement, observing the principles of confidentiality and applying effective measures to prevent possible conflicts. The Parties guarantee the absence of negative consequences both for the notifying Party as a whole and for specific employees of the notifying Party who reported the fact of violations.

5.4. In case of confirmation of a violation by one Party of the provisions of this section and/or non-receipt by the other Party of information on the results of the consideration of the notification of violation, the other Party may terminate this Agreement unilaterally out of court by

sending a written notification no later than thirty (30) calendar days before the date of termination of this Agreement.

6. Confidentiality

6.1. Confidential information includes, in particular: personal data, commercial terms of the Client, technical, financial and other data, documents, and any information received through the Personal Account.

The User's personal data shall be processed by the Contractor in accordance with clause 1.10 of this Agreement.

The Parties shall use confidential information solely for the purposes of fulfilling obligations hereunder.

Each of the Parties shall take the necessary measures under the laws of the Russian Federation to protect confidential information from unauthorized or accidental access, destruction, alteration, blocking, copying, provision, distribution, and from other unlawful actions.

6.2. The Client, User shall not transfer originals and/or copies of documents, and information received in connection with the use of the Personal Account, to third parties without the prior written consent of UTLC ERA JSC.

6.3. The Client shall be solely liable for the security (including resistance to guessing) of the means chosen by the Client, User for accessing the Personal Account, and also independently ensure their confidentiality. The Client shall be solely liable for all actions, and their consequences, related to the use of the Personal Account under the User's Personal Account, including cases of voluntary transfer by the User of data for accessing the User's account to third parties under any conditions, including under contracts or agreements.

At the same time, all actions within or using the Personal Account under the User's account shall be considered to have been performed by the Client itself, except in cases where the Client, in the manner provided for in clause 1.15 hereof, notified UTLC ERA JSC of unauthorized access to the Personal Account services using its User's account and/or of any violation (suspicions of violation) of the confidentiality of its means of access to the account.

6.4. The Client, User shall immediately, but no later than twenty-four (24) hours from the moment of detection, notify UTLC ERA JSC in the manner provided for in clause 1.15 hereof, of any case of unauthorized (not authorized by the Client/User) access to the Personal Account services using the account of its Users and/or of any violation (suspicions of violation) of the confidentiality of its means of access to the account or loss (risk of compromise) of authentication data.

For security purposes, the Client, User shall independently ensure the secure termination of work under their account by clicking the Exit button in the Personal Account at the end of each session of working with the Personal Account service.

UTLC ERA JSC is not liable for the possible loss or damage of data, and other consequences of any nature that may occur due to the Client's, User's violation of the provisions of this Agreement.

6.5. The Client, User shall ensure the blocking of access to their authentication data and Personal Account by any third parties, and blocking of any actions by third parties in the Personal

Account. Any actions performed in the Personal Account after authorization shall be recognized as performed directly by the Client.

7. Dispute Resolution

7.1. In the event of disputes or disagreements between UTLC ERA JSC and the Client arising from or related to this Agreement, UTLC ERA JSC and the Client shall make every effort to resolve them through negotiations.

7.2. Should the Parties fail to reach agreement by negotiations, all disputes shall be settled using the complaint procedure. The claim review period is 30 (thirty) calendar days from the date when the claim was received by the respective Party.

Claims shall be made in writing, signed by authorized representatives of the Party making the claim, and sent to the other Party with the necessary documents attached to confirm the stated claims and the authority of the signatory.

7.3. In case of impossibility to resolve disputes through negotiations or claims, they shall be subject to consideration in the Arbitration Court of Moscow with the application of the substantive norms of the Russian Federation.
