**APPROVED**

**By the Order of the General Director of Register-RN LLC**

**No.\_\_\_\_\_ of \_\_\_ \_\_\_\_\_\_\_ 2019**

Procedure
FOR PROVIDING ACCESS TO SHAREHOLDERS TO A PERSONAL ACCOUNT
OF THE SHAREHOLDER OF ROSNEFT

1. Terms and Definitions

The following terms and definitions are used in this Procedure:

* + 1. Authorization - ensuring access of the user of the personal account to its functions and data to the extent of the rights and powers of the User following the successfully completed Authentication.
		2. Shareholder - an individual or legal entity holding a personal account in the register of shareholders of Rosneft and who filed an Application to the Registrar for access to the personal account service of Rosneft, in terms of the opportunities provided for securities holders whose rights are recorder on a securities account under a contract with a Nominee holder.
		3. Authentication - verification performed when the User enters the personal account of a Shareholder.
		4. E-voting - voting without using paper bulletins, by filling out the electronic form of a bulletin if the personal account User has access to filling out the electronic form of bulletins by absentee voting, and also registering to participate in the General Shareholders Meeting held in person (joint presence for making decisions), and to fill out the electronic form of the voting bulletin during the meeting in accordance with its procedure.
		5. Delivery of an electronic message - the process of moving an electronic message from the sender to the recipient.
		6. Application - the will of the Shareholder or his representative (authorized person) to connect to the remote servicing - the Shareholder’s personal account.
		7. Code word - a secret word specified by the User in the application for connection to the personal account and used for identification of the personal account User when he contacts the Registrar by phone.
		8. Contact phone number - the User’s mobile phone number specified in the Application for connection to the personal account electronic service.
		9. Contact e-mail - the User’s e-mail specified in the Application for connection to the electronic service of the personal account of a Shareholder.
		10. Key compromise - loss of confidence in the data protection facilities, when there is a possibility of unauthorized use of registration data providing access by unauthorized persons and/or use of a simple or enhanced electronic signature.
		11. The personal account of a Shareholder (hereinafter the “personal account of a Shareholder”) - remote servicing of Shareholders of Rosneft - Users of the personal account of a Shareholder via the Internet, provided as a web application through a web browser.
		12. Login - part of the registration data providing access; unique sequence of symbols, which make it possible to uniquely identify the user of the personal account of a Shareholder.
		13. Nominee holder of securities - a depositary in whose personal account (securities account) the rights to securities owned by other persons are recorded.
		14. Information processing - creation, storage, delivery, reception, conversion and display of information.
		15. Operator - a person operating a personal account of a Shareholder and providing technical support services to users. In this Procedure, the Operator means LLC Siberian Internet Company (LLC IC SIBINTEK).
		16. Sender - a person who sends an electronic message through the electronic services of the personal account of a Shareholder using e-mails declared by the Parties for interaction under this Procedure.
		17. Password - part of the registration data providing access; a sequence of symbols known only to the User of the personal account of a Shareholder and related to the Login, used for authentication and authorization of the User.
		18. Recipient - a person who is the addressee of the electronic message sent by the Sender using e-mails declared by the Parties for interaction under this Procedures.
		19. Users of the personal account of a Shareholder:
			- * User of the personal account of a Shareholder: - Registered person - a shareholder who is a registered person in the register of shareholders of Rosneft, who has passed the authorization procedure and uses the functions of the personal account of a Shareholder to the extent of access to the issuer’s information; information on securities and other data of its personal account in the register of shareholders; dividend information; e-voting at the General Shareholders Meetings of Rosneft in accordance with this Procedure and the Regulations on providing access to the personal account of the shareholder of Rosneft (hereinafter the “Regulations on providing access to the personal account of a Shareholder”).
				* User of the personal account of a Shareholder - a client, nominee holder - a shareholder owning securities of Rosneft whose rights are recorded in a securities account under a contract with a Nominee holder, who has passed the authorization procedure and uses the functions of the personal account of a Shareholder to the extent of access to e-voting at the General Shareholders Meetings of Rosneft in accordance with this Procedure and the Regulations on providing access to the personal account of the shareholder.
		20. User registration - the procedure for creating a User profile in the personal account of a Shareholder.
		21. Procedure - this Procedure, determining the regulations and conditions for the electronic interaction of the Shareholder with the Registrar, Rosneft Oil Company and the Operator via personal account of a Shareholder.
		22. Registrar - Register-RN LLC, a professional securities market participant providing services to Rosneft on maintaining the register of holders of issued securities under the contract concluded with it
		23. Parties to electronic information exchange, Parties - Registrar, Rosneft Oil Company, Operator and User of the personal account of a Shareholder.
		24. Authorized person (assignee) - an individual or legal entity vested with powers by law (the sole executive body of a legal entity acting on the basis of the constituent documents of a legal entity) or on the basis of a written authorization (power of attorney drawn up in accordance with Article 185.1 of the Civil Code of the Russian Federation) to present interests of the trustee to the Registrar and Rosneft Oil Company.
		25. Electronic message - an electronic message (information) sent and received by the Parties via the personal account of a Shareholder in order to communicate during short consultations or provide other information, for which there are special sections of the personal account of a Shareholder, excluding the exchange of formalized electronic documents.
		26. Rosneft Oil Company is a Joint Stock Company whose registrar of securities holders shall be the Registrar.
		27. Terms and definitions used in the Procedure and not listed in this section shall be understood in the meaning defined by the current legislation of the Russian Federation and the Regulations on maintaining the register of holders of issued securities of Register-RN LLC.
1. General Provisions
	* 1. This Procedure determines the regulations and conditions for the electronic interaction of the Registrar with shareholders, persons exercising the rights to securities, as well as authorized or legal representatives of these persons via the personal account of the shareholder.
		2. The Procedure provides for the sequence and time frames of procedures (actions) and decision making on the provision of services to connect to personal account of a Shareholder.
2. Standard for the provision of a service
3. Providing access to shareholders of Rosneft, persons exercising the rights to securities, as well as authorized or legal representatives of these persons to the personal account of a shareholder of Rosneft (hereinafter referred to as “the service”).
4. The service is provided in accordance with the Civil Code of the Russian Federation, the Federal Law of December 26, 1995 No. 208-FZ “On Joint Stock Companies”, the Federal Law of April 22, 1996 No. 39-FZ “On the Securities Market” (hereinafter - the Federal Law “On the securities market”), Procedure for opening and maintaining owners of securities of personal and other accounts by holders of registers approved by the Order of the Federal Service of the Russian Federation on the financial markets of July 30, 2013 No. 13-65/pz-n, Regulation of the Bank of Russia dated December 27, 2016 No. 572-P “On the Requirements for Keeping the Register of Securities Holders”, Regulation “On General Shareholders' Meetings” approved by the Bank of Russia No. 660-P dated 16 November 2018, Federal Law “On Electronic Signatures” No. 63-FZ dated April 6, 2011, Federal Law “On Personal Data” No. 152-FZ dated July 27, 2006, the Federal Law of August 7, 2001 No. 115-FZ “On Counteracting the Legalization (Laundering) of Criminally Obtained Incomes and the Financing of Terrorism regulatory acts of the Bank of Russia, and the Regulations on keeping the Registrar’s registry.
5. In accordance with Article 428 of the Civil Code of the Russian Federation the Procedure is the contract of adhesion. The contract of adhesion shall be deemed considered concluded with the User from the moment the User is successfully authenticated in the personal account of a Shareholder for the first time.
6. By joining this Procedure in the manner prescribed by Article 437 and Article 438 of the Civil Code of the Russian Federation, users of the personal account of a Shareholder shall agree that the actions of this Procedure are binding on them.
7. The Registrar shall have the right to unilaterally introduce amendments and supplements to the Procedure. The Procedure revised shall enter into force thirty (30) business days after its publication on the Registrar’s website. Amendments and supplements introduced by the Registrar to this Procedure shall not have retroactive effect and shall not change the legal relations with the users of personal account of a Shareholder arising before such amendments and supplements enter into force.
8. The Registrar shall accept the application and the documents required for the provision of services to the shareholder, including the procedure for establishing the identity of the applicant on the basis of the identity document of the applicant. The Registrar shall be responsible for the procedure for connecting the applicant to the personal account of a Shareholder including the creation of a user profile and entering information about the applicant.
9. Entering the Login and Password before starting work in the personal account of a Shareholder, as well as a valid mobile phone number registered in the Application available to the User, are sufficient conditions for the identification and authentication of the User, confirming the User’s right to use the personal account of a Shareholder in accordance with the conditions established hereby.
10. The user of the personal account of a Shareholder shall not disclose the login and password to third parties provided in order to access the personal account of a Shareholder or confirm actions in the personal account of a Shareholder, and in this regard the user shall accept all risks associated with their disclosure or loss.
11. In case the mobile phone number specified in the Application is changed, the User shall come to the Registrar’s office and provide an identity document to make changes to the registration data.
12. Rosneft and the Shareholder are informed and agree that in case they or their authorized persons use personal account of a Shareholder, Rosneft and Shareholder shall accept all risks associated with violation of confidentiality, including those related to unlawful actions of third parties to cause harm (loss) to users, Rosneft, Shareholder, Registrar or Operator.
13. Actions performed in the personal account of a Shareholder, date and time the messages are received in the personal account of a Shareholder shall be determined at Moscow time (system time) and recorded automatically.
14. Users of the personal account of a Shareholder shall have 24-hour access to the personal account of a Shareholder. The Operator and/or the Registrar may unilaterally restrict the access of users of the personal account of a Shareholder to the specified services to conduct technical work or in accordance with the Procedure of corporate actions, as well as in case of force majeure that the Operator/Registrar could not foresee or prevent by reasonable means.
15. Terms of use of the personal account of a Shareholder

Terms for accessing the personal account of a Shareholder:

1. Access to the personal account of a Shareholder is provided by the Registrar to the following persons:
	* + - * A shareholder - a person registered in the register of shareholders of Rosneft having the opportunity to use the functions of personal account of a Shareholder in full;
				* A shareholder holding securities of Rosneft, whose rights are recorded in a securities account under the contract with the Nominee holder and in respect of which the Registrar has received the information from the Nominee holder. The scope of services in the personal account of a Shareholder for these Users is limited by the possibility of e-voting at the General Shareholders Meetings of Rosneft.
2. The applications for using the personal account of a Shareholder shall be filed by one of the following ways:
	* + - * personal filing of the Application to the Registrar by a shareholder or an authorized person;
				* personal filing of the Application in the regional branch of the Registrar by a shareholder or an authorized person.
3. The Registrar shall change the registration data specified by the User including phone number and e-mail when the User contacts the office/branch of the Registrar.
4. By submitting the Application, the user is registered as follows:
	* + - * The user shall contact the office/branch of the Registrar, fill out and submit the Application;
				* The registrar shall register the User, provide him the Login and password for access to the personal account of a Shareholder and initiate the procedure for creating a profile in the personal account of a Shareholder;
5. Procedure for access to the personal account of a Shareholder:
	* + - * The user goes to the authorization page of personal account of a Shareholder lka.rosneft.ru and enters the Login and Password received during registration;
6. During a working session in the personal account of a Shareholder, if the User allows for a demurrage of more than 25 minutes, the Operator shall interrupt the session. To resume the session, you will need to re-enter the Login and Password.
7. Requirements to password:
	* + - * password must be at least 8 characters;
				* the password must contain characters that belong to 3 (three) of the listed categories: Latin capital letters (A – Z), Latin lowercase letters (a – z), numbers (0–9), characters different than letters and numbers (for example,!, $, #);
				* the password must not contain a user login or fragments of a user name longer than 2 (two) characters;
				* the password must not be a word from the dictionaries, or a professional term, including a word typed in a different keyboard layout;
				* the password must not be based on personal data and other easily accessible information (last names, names, dates of birth, phone numbers, company names, websites, etc.);
				* the password must not contain easily guessed sequences of characters (123456, aaabbb, qwerty, q1w2e3, etc.).
8. By registering in the personal account of a Shareholder, the User and, as appropriate, his representative shall give the Registrar consent to the automated and non-automated processing of his personal data for the Registrar to perform the following actions: collection, recording, systematization, accumulation, storage, clarification (updating, changing), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data. The period of validity of the consent is not limited. The User may withdraw the consent upon written application. The withdrawal of such consent is the basis for terminating the User’s access to the personal account of a Shareholder by the Registrar. The personal data that the User shall provide to the Registrar include: Full Name; details of the identity document; mobile phone number; e-mail, address of place of residence (and/or registration); information contained in the power of attorney granting the User the right to work in the personal account of a Shareholder on behalf of the registered person, holder of securities or another person exercising the rights to securities.
9. The Registrar shall have the right to restrict the User’s access to certain functions of the personal account of a Shareholder or to deny access to the personal account of a Shareholder, in the following cases:
	* + - * the user is not a registered person in Rosneft;
				* the Registrar has no confirmation of the availability of Rosneft securities for the user of the personal account of a Shareholder - a client, the Nominee holder, received upon disclosing information for the holding of the General Shareholders Meeting.
				* Withdrawal of consent to the processing of personal data by the User or his authorized person.
10. The procedure for working in the personal account of a Shareholder and the limitations are set forth in the document “Regulations on providing access to the personal account of a Shareholder” posted on the registrar’s official website www.reestrrn.ru
11. Liabilities of the Parties

Responsibilities of the Operator of the personal account of a Shareholder

* + 1. Provide the Users the possibility to perform the entire set of available actions in accordance with the terms of this Procedure, including the provision of technical support services to Users in terms of non-operability of the service or its individual functions through unified communication channels.
		2. Comply with the confidentiality policy; take the necessary and sufficient organizational and technical measures to protect the information that is available to the Operator related to the performance of his functions.

Registrar’s Responsibilities

* + 1. Provide information and process users’ electronic messages in strict compliance with this Procedure.
		2. Maintain confidentiality of information contained in the registrar’s databases.
		3. Timely update the registration information required for access to the personal account of a Shareholder, at the request of the User in accordance with the current Procedure.
		4. Immediately take organizational and technical measures to protect the interests of the User after receiving from him information about the compromise of accounting data (login, password).

Responsibilities of the User of the personal account of a Shareholder

* + 1. The user shall ensure the security and confidentiality of information providing access to the personal account of a Shareholder (including Login, Password). It is forbidden to transfer the specified information to unauthorized persons, including the employee of the support service of the Operator in case of technical issues.
		2. Independently ensure the relevance of the mobile phone number indicated during registration and required for the authentication of the User, in accordance with clause 5.3. hereof.
		3. The user shall not take any actions aimed at violating the efficiency of the personal account of a Shareholder.
		4. The user shall immediately notify the Registrar or the Operator by phone and/or e-mail about the actions of third parties that have been brought to his attention, which could lead to the compromise of a simple electronic signature and/or violation of the integrity of the cryptographic keys and the information cryptoprotection system. In case accounting data (Login, Password), Code word are compromised, the User shall take the actions described in section 7 of this Procedure.
		5. To prevent theft and distortion of information entered for authorization in the personal account of a Shareholder on the equipment (computer, mobile device) from which access to the personal account of a Shareholder is made, it is necessary to:
			- * regularly update the operating system by installing service packages issued by developers that eliminate or aim to reduce vulnerabilities in the security system of the operating system during its operation;
				* use anti-virus software, regularly update it and perform anti-virus checks of the user’s device;
				* not to use software obtained from suspicious or unreliable sources;
				* not to open e-mails and e-mail attachments if such e-mails are received from suspicious sources or unknown senders;
				* when using the Internet, not to follow links with disputable content.
		6. To prevent theft and distortion of information entered for authorization in the personal account of a Shareholder, it is not recommended to use access to the personal account of a Shareholder in insecure networks and from public computers.
		7. The User shall regularly check the electronic mailbox specified by the User for work in the personal account of a Shareholder, and, in case the User receives a message from the Registrar or the Operator regarding actions related to the personal account of a Shareholder, the User shall perform the prescribed actions if they do not contradict this Procedure.
		8. The user shall be responsible for all risks of unauthorized dissemination of information obtained via access to the personal account of a Shareholder, in case the Login, Password, Code word are transferred to the unauthorized persons.
		9. In the case of failure to comply with the requirements set forth in this section of the Procedure, the user of the personal account of a Shareholder shall bear the responsibility for losses incurred as a result of the use of compromised accounting data (login, password).
		10. Logging in to the personal account of a Shareholder to use it in accordance with the functionality, the User shall agree with the procedure for the provision of services using services of the personal account of a Shareholder, agree to comply with the rules and instructions for working with these services.
1. Key Compromise Operating Procedure
	* 1. The user shall not use the compromised Login, Password, Code word from the moment when it was informed of the compromise.
		2. The events on the basis of which a decision on compromise is made relate to the following (including, but not limited to):
			+ - loss (suspicion of loss, detection after loss) of computer equipment containing a simple electronic signature and/or certificates of enhanced electronic signatures;
				- suspicion of a leak and/or distortion of information obtained using the personal account of a Shareholder.
		3. The user of the personal account of a Shareholder of the compromised accounting data (Password, Login) or the Code word shall immediately inform the Registrar of the fact of compromise (including, but not limited to operational means of communication: phone, e-mail). In this case, the Registrar shall have the right to request additional information about the person requesting in order to identify him as the user of the personal account of a Shareholder.
		4. The date and time of a compromise shall be deemed the date and time the Registrar receives the operational information of a compromise from the User of the personal account of a Shareholder.
		5. The Registrar, having received operational information about the Login, Password, or Code word compromised, shall suspend the User’s access to the personal account of a Shareholder.
		6. A notice of compromise made using operational communication links shall be confirmed by a statement on compromising. The original statement on compromising shall be provided to the Registrar no later than 10 calendar days from the date of operational notice.

After receiving the original statement on compromising, the Registrar shall update the compromised accounting data.

* + 1. The Registrar shall account for the compromised accounting data.
1. Force Majeure
	1. The Parties shall not be held liable for losses incurred by one Party to the opposing Party due to untimely or improper performance of obligations if such failure was due to force majeure (including actions by state authorities and government, military operations, natural disasters, epidemics, failures, malfunctions and failures of communication, power and life support systems), which the Parties could not foresee and prevent.
	2. The Party whose proper performance of obligations was impossible due to force majeure shall inform the other Party in writing about such circumstances and their consequences in one of the following ways, within two (2) business days after their occurrence: personal account of a Shareholder, by registered mail with a return receipt, by e-mail with notification of reading the message, by placing information on the effect of force majeure on the Registrar's official website at: <http://www.reestrrn.ru>, on the official website of Rosneft [http://rosneft.ru.](http://rosneft.ru) The Parties shall take all possible measures to limit the adverse effects as much as possible caused by the indicated circumstances.
	3. Failure to notify or untimely notification of force majeure entails the loss of the right to rely on these circumstances as exempting circumstances.
2. Dispute Resolution
	1. In case of disputes or disagreements between the Parties arising from or related to this Procedure, the Parties shall take all measures to resolve them via negotiations.
	2. If it is impossible to resolve disputes via negotiations, disputes shall be subject to consideration at the location of the Registrar in accordance with the current procedural legislation of the Russian Federation.
3. User support

You can get the additional information on connecting to the personal account of a Shareholder by calling:

hotline for shareholders of the Company:

by phone 8-800-500-11-00 (calls in Russia are free-of-charge) and +7 (495) 987-30-60

fax: +7 (499) 517-86-53

E-mail: shareholders@rosneft.ru

the Contact Center Register-RN LLC:

by phone 7 (495) 411-79-11, e-mail: shareholdersrosneft@reestrrn.ru

The users can get the technical support for working in the personal account of a Shareholder using one of the following ways:

* + - * + in the section “Help” of the personal account of a Shareholder;
				+ with the help of technical support specialists by phone numbers indicated in the personal account of a Shareholder on business days (Monday through Friday) from 9:30 a.m. to 18:00 p.m. Moscow time;
				+ by e-mail lka\_support@sibintek.ru.