

AGREEMENT NO. 11ЭМ-1-2020
on delegation of powers of the sole executive body of EPM - Financial Services Centre Limited
Liability Company to a Management Company

Moscow

January 28, 2020

EPM - MANAGEMENT Joint Stock Company, hereinafter referred to as the **MANAGEMENT COMPANY**, represented by Viktor Aleksandrovich Nechuyatov, the General Director, acting on the basis of the Articles of Association, of the one part, and

EPM - Financial Services Centre Limited Liability Company, hereinafter referred to as the **COMPANY**, represented by Andrey Aleksandrovich Kopytin, acting on the basis of the Decision of the sole member of EPM - Financial Services Centre Limited Liability Company dated January 28, 2020, of the other part,

jointly referred to as the Parties, in accordance with Article 42 of the Federal Law "On Joint Stock Companies" and the Decision of the sole member of the COMPANY dated January 28, 2020, have entered into this Agreement as follows:

1. SUBJECT OF THE AGREEMENT

1.1. The COMPANY delegates the powers (rights and obligations) of the sole executive body of the COMPANY to the MANAGEMENT COMPANY, and the MANAGEMENT COMPANY undertakes to exercise the powers (rights and obligations) of the sole executive body of the COMPANY in a reasonable manner and in good faith under the terms and conditions of the Agreement and for the fee specified in the Agreement.

2. RIGHTS AND OBLIGATIONS OF THE MANAGEMENT COMPANY

2.1. The MANAGEMENT COMPANY shall have the right to

2.1.1. deal with any matters falling within the competence of the sole executive body of the COMPANY in accordance with its Articles of Association and laws of the Russian Federation, except for the matters falling within the exclusive competence of the General Meeting of Shareholders and the Board of Directors of the COMPANY (if the COMPANY has a Board of Directors);

2.1.2. act for and on behalf of the COMPANY without a power of attorney representing interests of the COMPANY in all commercial and non-profit organizations, state authorities and local government bodies and mass media, as well as before employees of the COMPANY and trade unions, both in the Russian Federation and within the territory (jurisdiction) of other countries, carry out correspondence with the said persons and sign any requests and documents including accounting documents for and on behalf of the COMPANY;

2.1.3. complete transactions and other legal formalities on behalf of the COMPANY, issue powers of attorney, open current and other accounts of the COMPANY with credit institutions, manage funds on such accounts and cash-in-hand of the COMPANY;

2.1.4. dispose of assets of the COMPANY to the extent permitted by the applicable laws of the Russian Federation and the Articles of Association of the COMPANY;

2.1.5. determine and implement the personnel policy of the COMPANY at its own discretion, which includes managing activities of business units of the COMPANY, giving instructions and tasks obligatory for employees of the COMPANY, approving and modifying the staffing and payroll structure, concluding and terminating labor contracts with employees, taking and putting into effect decisions on transfer of employees, arranging business trips and drawing up business trip documents, addressing annual leave entitlement issues, applying rewards and sanctions stipulated by the applicable laws, promoting social protection of employees;

2.1.6. request, if necessary, any documents and information relating to activities of the COMPANY from the General Meeting of Members and/or employees of the COMPANY. The documents and information shall be provided to the MANAGEMENT COMPANY taking into account the time required for preparation of such documents and information;

2.1.7. conduct transactions in securities (membership interests) held by the COMPANY, register rights to them in the shareholders' register and take all the actions necessary for this purpose involving the

issuer, registrar, depository and other persons as well as receive from them any information related to the COMPANY;

2.1.8. carry out on behalf of the COMPANY any legal actions stipulated by the Arbitration Procedure Code of the Russian Federation, Civil Procedure Code of the Russian Federation, regulations and rules of foreign courts and arbitration courts including, inter alia, signing statements of claim and submitting them to courts as well as signing statements of defence, applications for injunctive relief and requests for arbitration, withdrawing all or part of claims and acknowledging claims, changing the cause of action or subject of claim, entering into friendly settlement agreements and agreements on points of fact, signing petitions for review of court orders based on new evidence, appealing against arbitration awards and rulings of other courts and receiving sums of money or other property adjudged;

2.1.9. carry out on behalf of the COMPANY any actions stipulated by laws on enforcement proceedings including, inter alia, presenting and revoking enforcement documents, appealing against actions of a bailiff, receiving the property and (or) sums of money adjudged;

2.1.10. exercise on behalf of the COMPANY any rights of a shareholder (member), which includes using all the voting rights held by the COMPANY to vote at a General Meetings of Shareholders (Members), requesting and receiving from companies or their registrars any information as well as receiving extracts from registers;

2.1.11. withdraw from the Agreement at any time subject to compliance with the termination procedure defined in Article 10 hereof.

2.2. The MANAGEMENT COMPANY shall

2.2.1. exercise its rights in a reasonable manner and in good faith using at least the same degree of care with regard to business of the COMPANY that it uses in running its own business;

2.2.2. ensure effective and sustainable work of the COMPANY, planning and organization of financial and operational activities of the COMPANY that are required for further development of production and social sphere for the greatest benefit of the COMPANY;

2.2.3. keep confidential the information constituting trade secret of the COMPANY that became known to the MANAGEMENT COMPANY in connection with performing the functions of the sole executive body of the COMPANY;

2.2.4. ensure effective interaction between business units of the COMPANY and the MANAGEMENT COMPANY;

2.2.5. ensure proper maintenance and reliability of accounting records in the COMPANY;

2.2.6. ensure due submission of documents on financial and operational activities of the COMPANY to the proper authorities in accordance with the established procedure as stipulated by the applicable legislation of the Russian Federation;

2.2.7. ensure implementation of decisions of the General Meeting of Members of the COMPANY, report to the General Meeting of Members of the COMPANY in the manner and within the time frame specified by the applicable legislation of the Russian Federation and the Articles of Association of the COMPANY;

2.2.8. promote the COMPANY, monitor preparation, distribution and publication of information on activities of the COMPANY including advertising materials;

2.2.9. take measures to staff the COMPANY with qualified employees, utilize knowledge and experience of the employees and improve their skills level;

2.2.10. ensure compliance with occupational health and safety requirements in the COMPANY, compliance with the internal code of conduct and other rules and regulations in place in the COMPANY as well as terms and conditions of employment contracts. Hold employees of the COMPANY materially, disciplinarily and otherwise liable in accordance with the established procedure in a timely manner;

2.2.11. take the necessary measures to protect and prevent disclosure of information constituting a state secret (classified information) in accordance with the applicable legislation of the Russian Federation including:

not provide access to any data constituting a state secret to any persons not authorized by a competent officer of the COMPANY at the time of concluding the Agreement to have access to the data constituting a state secret in any manner other than through obtaining the required clearance as stipulated by the applicable legislation of the Russian Federation;

3. RIGHTS AND OBLIGATIONS OF THE COMPANY

3.1. The COMPANY shall have the right to

3.1.1. exercise control over activities of the MANAGEMENT COMPANY through its own governing and control bodies;

3.1.2. decline the services of the MANAGEMENT COMPANY under the Agreement subject to compliance with the termination procedure defined by Article 10 of the Agreement and payment of the fee specified by Article 7 of the Agreement as well as the actual expenses incurred by the MANAGEMENT COMPANY for the period.

3.2. The COMPANY shall

3.2.1. pay fees to the MANAGEMENT COMPANY and reimburse it for expenses in accordance with the terms and conditions of the Agreement;

3.2.2. create the conditions for the MANAGEMENT COMPANY necessary for performance of its obligations and exercise of its rights not interfering with the MANAGEMENT COMPANY activities under the Agreement without good reason.

3.2.3. provide, at its own expense, the MANAGEMENT COMPANY (designated officers of the MANAGEMENT COMPANY) with office rooms, means of communication, including mobile communication devices, office equipment, cars, air tickets for domestic and international flights and, if necessary, accommodation at the location of the COMPANY. The list of persons entitled to use corporate transport, means of communication and premises shall be determined on the basis of written requests by the MANAGEMENT COMPANY.

3.2.4. book and purchase, at the expense of the MANAGEMENT COMPANY, railway tickets for employees of the MANAGEMENT COMPANY, whose workplaces are in Novocherkassk.

The expenses of the COMPANY under the Agreement including, inter alia, the expenses listed in par. 3.2.4, reasonableness and necessity of which were confirmed by the COMPANY based on the relevant documents and accepted by the MANAGEMENT COMPANY, shall be reimbursed to the COMPANY by the MANAGEMENT COMPANY on the basis of an invoice issued by the COMPANY and accompanied by copies of the source documents substantiating the incurred expenses within ten (10) business days after issuing the invoice.

4. ORGANIZATION OF MANAGEMENT IN THE COMPANY

4.1. The General Director of the MANAGEMENT COMPANY shall exercise the rights and obligations under the Agreement with regard to the management of the COMPANY by issuing direct verbal and written instructions (directions, orders) to employees of the COMPANY as well as by arranging interaction between business units and employees of the MANAGEMENT COMPANY and the COMPANY.

The General Director of the MANAGEMENT COMPANY shall exercise the rights and obligations under the Agreement with regard to the representation of the COMPANY directly, without additional corporate resolutions and powers of attorney, as well as by delegating the necessary authorities to employees of the MANAGEMENT COMPANY and (or) the COMPANY. Other persons shall act on behalf of the COMPANY only on the basis of powers of attorney issued by the MANAGEMENT COMPANY (its sole executive body) in accordance with requirements of Article 185 of the Civil Code of the Russian Federation to the extent specified in the power of attorney. The person managing activities of the COMPANY on behalf of the MANAGEMENT COMPANY shall be referred to as the Representative of the MANAGEMENT COMPANY.

4.2. Internal structural units and employees of the MANAGEMENT COMPANY may be authorized by the General Director of the MANAGEMENT COMPANY to interact with internal structural units and employees of the COMPANY including the right to give mandatory instructions and assignments.

4.3. Transactions and other legally significant actions carried out by the sole executive body (General Director) of the MANAGEMENT COMPANY and other designated persons in the process of managing activities of the COMPANY produce legally significant consequences for the COMPANY directly, without prior authorization or subsequent approval by other governing bodies of the MANAGEMENT COMPANY or COMPANY, except as otherwise specified by the legislation of the Russian Federation.

4.4. The MANAGEMENT COMPANY may manage activities of the COMPANY with the involvement of third parties, including through the conclusion of relevant transactions.

4.5. The official correspondence between the MANAGEMENT COMPANY and the COMPANY, including in the cases provided for by this Agreement, shall be carried out on behalf of the COMPANY by a person authorized by members of the COMPANY.

5. PAYMENTS UNDER TRANSACTIONS CONDUCTED BY THE COMPANY

5.1. Payments under transactions of the COMPANY shall be made by the MANAGEMENT COMPANY from accounts of the COMPANY.

5.2. Revenues from transactions of the COMPANY shall be transferred to the accounts of the COMPANY.

5.3. Tax and other statutory payments of the COMPANY shall be made from accounts of the COMPANY in accordance with the procedure specified by laws and regulations of the Russian Federation. In the cases provided for by the applicable legislation of the Russian Federation, tax and other statutory payments may be made from accounts of the MANAGEMENT COMPANY or other third parties.

6. LIABILITY OF THE PARTIES

6.1. The Parties shall be liable for wrongful acts or omissions resulting in non-performance or improper performance of their obligations under the Agreement in accordance with the applicable legislation of the Russian Federation.

6.2. The application to one of the Parties of the liability provided for by the Agreement shall not result in termination of obligations under the Agreement.

6.3. The MANAGEMENT COMPANY shall not be liable for the losses incurred due to the circumstances arising prior to the entry into force of the Agreement.

6.4. The MANAGEMENT COMPANY shall not be liable for the losses caused to the COMPANY by its actions (omissions) made on the basis of an express decision of the General Meeting of Members of the COMPANY.

6.5. The losses that are caused to the COMPANY and may be classified as risks incurred in the ordinary course of business shall not be reimbursed to the COMPANY. The basis and amount of liability of the Parties shall be determined taking into account the usual business practices and other circumstances that may be relevant.

6.6. The Parties shall not be held liable if, using the degree of care and diligence required from the Parties by the nature of the obligations and terms of business practices, the Parties have taken all the measures for proper performance of obligations and/or if there are force majeure circumstances.

7. MANAGEMENT COMPANY FEE AND REIMBURSEMENT

7.1. The COMPANY shall pay to the MANAGEMENT COMPANY a fee for the management services in the amount specified in Appendix No. 1 to the Agreement. The fee shall be paid within 10 days from the date of issuing an invoice for the services (hereinafter referred to as the Invoice) in accordance with par. 8.1. of the Agreement.

7.2. The Parties shall make all payments under the Agreement:

- a) in non-cash form by issuing payment orders;
- b) by transferring funds to the bank accounts of the Party specified in the Agreement unless the Party receiving the payment specified some other bank account or bank account of another person;
- c) in Russian rubles at the exchange rate of the Central Bank of Russia in effect on the date of the actual payment;
- d) in a lump sum unless the Parties agreed otherwise.

7.3. The expenses of the MANAGEMENT COMPANY under the Agreement, reasonableness and necessity of which were confirmed by the MANAGEMENT COMPANY based on the relevant documents and accepted by the COMPANY, shall be reimbursed to the MANAGEMENT COMPANY by the COMPANY on the basis of an invoice issued by the MANAGEMENT COMPANY and accompanied by copies of the source documents substantiating the incurred expenses within ten (10) business days after issuing the invoice.

7.4. The COMPANY shall not be responsible for the payment of any salaries, wages or other remuneration of staff members of the MANAGEMENT COMPANY.

7.5. The MANAGEMENT COMPANY shall have the right, not later than within three (3) months from the date of payment of the expenses reimbursable for the reporting month, issue an additional invoice for the expenses that were not taken into account, for any reason, in a timely manner by the MANAGEMENT COMPANY and claimed to be reimbursed by the COMPANY for the said period.

7.6. The amount of the fee payable to the MANAGEMENT COMPANY and the list and amount of the expenses reimbursable to the MANAGEMENT COMPANY may be modified (revised) by the Parties by concluding supplemental agreements to the Agreement.

8. PROCEDURE FOR DELIVERY AND ACCEPTANCE OF SERVICES RENDERED

8.1. After expiration of the period of time (month) during which the services were provided to the COMPANY, the MANAGEMENT COMPANY shall make available to the COMPANY a Report on Services Rendered (hereinafter referred to as the Report) and the Invoice by the 25th day of the following month.

8.2. The COMPANY shall consider the Report within ten (10) business days from the date of receiving the Report and the Invoice and either pay to the MANAGEMENT COMPANY for the services rendered based on the Invoice or send to the MANAGEMENT COMPANY a written reasoned refusal to pay for the services (hereinafter referred to as objections to the Report).

8.3. Within five (5) business days from the date of the COMPANY receiving the Report and subject to absence of any objections to the Report, the MANAGEMENT COMPANY shall sign and send to the COMPANY a certificate of services rendered (hereinafter referred to as the Certificate of Services Rendered). The COMPANY shall send its copy of the Certificate to the MANAGEMENT COMPANY within five (5) business days of its receipt.

8.4. It is allowed to sign Invoices and Certificates with a facsimile signature.

9. TERM OF THE AGREEMENT. ENTRY INTO FORCE.

9.1. This Agreement shall enter into force upon its signing and shall be valid until the next ordinary (annual) General Meeting of Members of the COMPANY and the obligations to make payments to and provide reports by the MANAGEMENT COMPANY with regard to the services rendered shall remain in effect until the Parties perform their obligations in full.

9.2. The constitutional documents and seal of the COMPANY were handed over to the MANAGEMENT COMPANY and are in its possession at the time of signing the Agreement.

9.3. The powers of the sole executive body (General Director) of the COMPANY shall be deemed delegated to the MANAGEMENT COMPANY under the Agreement starting from **January 28, 2020**.

10. TERMINATION OF THE AGREEMENT

10.1. The Agreement may be terminated early as described below or in accordance with any other procedure specified in the Agreement and/or supplemental agreement of the Parties or as stipulated by the applicable legislation of the Russian Federation.

10.2. The Agreement may be terminated early by the COMPANY unilaterally in connection with adoption by the General Meeting of Members of the COMPANY of a resolution on early termination of powers of the MANAGEMENT COMPANY as an executive body of the COMPANY.

The MANAGEMENT COMPANY shall be notified in writing of the resolution adopted within three (3) business days from the date of drawing up the Minutes of the General Meeting of Members of the COMPANY. In this case, the Agreement shall be deemed terminated in thirty (30) days from the date of adoption of such resolution by the General Meeting of Members.

10.2.1. The notice of termination of the Agreement shall be signed on behalf of the COMPANY by a person authorized by the General Meeting of Members of the COMPANY. The notice shall be accompanied by the documents on the basis of which it is given.

10.3. The Agreement may be terminated early by the MANAGEMENT COMPANY unilaterally. In this case the COMPANY shall be notified of the decision made not less than thirty (30) days before termination of the Agreement.

10.3.1. The notice of the Agreement termination shall be signed by the sole executive body of the MANAGEMENT COMPANY or by the person acting in this capacity. The notice of termination shall be sent to each member of the COMPANY or to the person that was authorized by members of the COMPANY and signed the Agreement with the MANAGEMENT COMPANY.

10.4. The MANAGEMENT COMPANY shall, upon receipt of the written notice specified in par. 10.2. of the Agreement and not later than within seventy (70) days after that, hand over and the COMPANY, represented by the newly established sole executive body, shall accept all the documents, seals and other materials necessary for the proper exercise of the powers of the sole executive body of the COMPANY.

10.5. The MANAGEMENT COMPANY shall, upon confirmation of receipt by the COMPANY of the notice specified in par. 10.3. and not later than within forty (40) days, hand over and the COMPANY, represented by the newly established sole executive body, shall accept all the documents, seals and other materials necessary for the proper exercise of the powers of the sole executive body of the COMPANY.

11. OTHER TERMS AND CONDITIONS

11.1. The Agreement may be amended and supplemented by agreement of the Parties. All amendments and supplements to the Agreement shall be valid if made in writing and signed by the Parties, namely, the sole executive body of the MANAGEMENT COMPANY or other competent person and a person authorized by the General Meeting of Members of the COMPANY.

11.2. Any disputes concerning relations between the Parties under the Agreement shall be resolved through negotiations. The disputes that cannot be resolved through negotiations shall be rendered to the Moscow Arbitration Court.

11.3. The MANAGEMENT COMPANY cannot not assign its rights and obligations of the sole executive body under the Agreement.

11.4. If one of the Parties undergoes reorganization, the Agreement shall be binding on successors of the Parties unless the applicable legislation of the Russian Federation stipulates otherwise.

11.5. If any condition, obligation or provision of the Agreement becomes invalid or unenforceable, the remainder of the Agreement shall not be affected and all other conditions, obligations and provisions shall be valid and enforceable to the full extent permitted by the applicable legislation of the Russian Federation.

11.6. The Agreement is signed in two copies: one copy for the COMPANY and one copy for the MANAGEMENT COMPANY.

11.7. EPM - Financial Services Centre Limited Liability Company has been notified and hereby expresses its consent to the MANAGEMENT COMPANY fulfilling functions of the sole executive body of "EPM - Novosibirsk Electrode Plant" Joint Stock Company, "EPM - Chelyabinsk Electrode Plant" Joint Stock Company and "EPM - Novocherkassk Electrode Plant" Joint Stock Company and Doncarb Graphite Limited Liability Company simultaneously with performance of the Agreement.

11.8. The conclusion of this Agreement shall not prevent the Parties from entering into and signing between themselves in accordance with requirements of the legislation of the Russian Federation (including as a part of bidding and tendering procedures, based on their results or without carrying out such procedures) any other transactions, not related to performance of this Agreement, including, inter alia, contracts, agreements, protocols, proposals, statements, applications, offers, acceptances, annexes, letters, certificates and any other written forms.

12. DETAILS AND SIGNATURES OF THE PARTIES

COMPANY

EPM - Financial Services Centre Limited Liability Company

Location: Alyuminiyevaya ploshchadka, Novocherkassk, Rostov Region, 346400

OGRN (Primary State Registration Number)

1116183003452

TIN 6150068295

A/c 40702810552450001686

with South-Western Bank of PSBERBANK PJSC,

Rostov-on-Don

BIC 046015602

Correspondent account 30101810600000000602

MANAGEMENT COMPANY

EPM - MANAGEMENT Joint Stock Company

Location: 5th Floor, bldg. 5, 52 Kosmodamianskaya embankment, Moscow, 115054

OGRN (Primary State Registration Number)

1037731018082

TIN 7731274602

A/c 40702810900011469352 with UniCredit Bank JSC, Moscow BIC 044525545

Correspondent account 30101810300000000545

Person authorized by decision of the sole member

EPM - FSC LLC

/signature/

_____/ **A. A. Kopytin** /

/seal: «ЭПМ – Центр финансового обслуживания»

«EPM - Financial Services Centre»

· INN 6150068295 · OGRN 1116183003452 ·

ROSTOV REGION · NOVOCHERKASSK *

Общество с ограниченной ответственностью

«ЭПМ – Центр финансового обслуживания» *

General Director

/signature/

_____/ **V. A. Nechuyatov** /

/seal: «ЭПМ-МЕНЕДЖМЕНТ» OGRN

1037731018082 INN 7731274602

· 5th Floor, bldg. 5, 52 Kosmodamianskaya

embankment, Moscow, 115054

АО «ЭПМ-МЕНЕДЖМЕНТ»

Limited liability company «EPM – Financial Services
Centre» */

JSC «EPM-MANAGEMENT»
ЭПМ АО «ЭПМ-МЕНЕДЖМЕНТ»/