

7 dated July 27, 2021

**Regulation on cooperation between the Owner and the Contractor in the field of ensuring  
road traffic safety (version 3)**

**1. Basic Terms:**

**1.1.** "Bus" shall mean a vehicle designed to carry passengers and having more than eight seats, in addition to the driver's seat;

**1.2.** "Road", "Road Traffic Safety, RTS", "Road Traffic", "Road Traffic Accident, RTA", "Ensuring RTS", "Road Traffic Management, RTM" - these terms shall be interpreted in accordance with the meanings provided for in Federal Law "On Road Traffic Safety" dated December 10, 1995 No. 196-FZ;

**1.3.** "In-vehicle Monitoring System, IVMS" shall mean a mobile device equipped with a GPS or GLONASS controller, or a tracker that receives data from satellites and transmits them to the server monitoring center via GSM, CDMA, or less often satellite and VHF communications. The main functionality of IVMS is to identify its own location, speed and direction of movement based on signals from satellites of global positioning systems GPS or GLONASS;

**1.4.** "Driver" shall mean a vehicle operator, a road user, including an employee of the Owner or the Contracting Organization performing the Work;

**1.5.** "Cargo" shall mean a material object accepted for transportation in accordance with the established procedure;

**1.6.** "Agreement" shall mean an agreement between two or more persons, including the Owner and the Contractor, on the establishment, amendment or termination of civil rights and obligations;

**1.7.** "Document, Regulation" shall mean this document with all attachments hereto;

**1.8.** "ADR" shall mean the European Agreement concerning the International Carriage of Dangerous Goods by Road;

**1.9.** "Contamination of Roads" shall mean carrying out of soil, garbage by vehicles to the carriageway of streets and roads with an area of more than 1 m<sup>2</sup>, as well as spillage, scattering, falling of any cargo during transportation;

**1.10.** "Owner" shall mean ZapSibneftekhim LLC;

**1.11.** "Corrective Action, CA" shall mean an action aimed at eliminating the root cause of the detected deviation;

**1.12.** "Motor Vehicle" shall mean a vehicle driven by an engine; the term shall also apply to any tractors and self-propelled vehicles;

**1.13.** "Work Permit, Permit" shall mean a task for the performance of work drawn up on a special letterhead in the agreed form, and determining the content, place of work, time of its start and end, conditions for safe performance, the composition of the team and employees responsible for the safe performance of work;

**1.14.** "Fence" shall mean the property of the Owner, as well as of third parties, a vertical enclosing structure in buildings, on streets and in parks from feet to chest of a person. It can be made of various materials: tape, wood, metal;

**1.15.** "Dangerous Cargo" shall mean a cargo that, due to its inherent properties, can cause an explosion, fire, chemical or other type of contamination, harm a person or damage technical means, devices, equipment and neighboring objects during its transportation, loading and unloading operations and storage;

**1.16.** "Stop" shall mean an intentional suspension of movement of a vehicle for up to 5 minutes or more if required for passenger pick-up or drop-off or vehicle loading or unloading;

**1.17.** "HSE" shall mean Health, Safety, Environment;

**1.18.** "Parking" shall mean a specially designated and, if necessary, equipped place, which is, inter alia, a part of the road and (or) adjacent to the carriageway and (or) sidewalk, roadside, squares and other objects of the street and road network, buildings or structures, and intended for organized parking of vehicles;

**1.19.** "Passenger" shall mean any person, except for the driver, who is in the vehicle, getting on or off the vehicle;

**1.20.** "Pedestrian" shall mean a person who is outside a vehicle on a road or on a pedestrian

or bicycle path and does not perform any work thereon; pedestrians shall be equated to persons moving in manual wheelchairs, riding a bicycle, moped, motorcycle, carrying a sled, trolley, baby stroller or a wheelchair, as well as using roller skates, scooters and other similar transportation means;

**1.21. "RTS Department"** shall mean the Owner's department (service, subdivision, responsible persons, etc.) responsible for organizing traffic and ensuring road traffic safety on the Owner's territory, on access road sections and/or in other perimeters determined by the Owner;

**1.22. "Contracting Organization, Contractor"** shall mean a party to the Agreement, which undertakes to perform certain work or provide certain services for the Owner on the terms and conditions determined by the Agreement. The Contracting Organization shall be liable for compliance with the requirements hereof by the employees of the involved subcontractors and other involved persons. Subcontracting Organizations and other persons involved by the Contracting Organization in the performance of the Work shall join the agreement on the mandatory and unconditional fulfillment of the requirements hereof;

**1.23. "Access Road Sections, Access Roads"** shall mean sections of roads to the points of loading and unloading of cargoes and equipment, places of passenger pick-up or drop-off, places of work of utility vehicles, ensuring the unhindered and safe movement of vehicles and their free maneuvering at any time of the day.

**1.24. "Traffic Rules, TR"** shall mean traffic rules approved by the Resolution of the Council of Ministers of the Government of the Russian Federation dated October 23, 1993 No. 1090 "On Traffic Rules";

**1.25. "Trailer"** shall mean a vehicle not equipped with an engine and intended for movement in a convoy with a motor vehicle; the term shall also apply to semi-trailers and bolster trailers, trailers/tank semi-trailers;

**1.26. "Work"** shall mean works and services, the scope of which is determined in the Agreement;

**1.27. "Employee"** shall mean an individual, including a Driver, who entered into an employment relationship with an employer - an employee of the Contractor or a person engaged by the Contractor on the basis of a civil law contract for performing the Work under the Agreement;

**1.28. "Special Vehicle"** shall mean a vehicle designed to perform special functions that require special equipment installed on the vehicle itself (truck cranes, fire trucks, vehicles equipped with lifts with working platforms, tow trucks, etc.);

**1.29. "Parties"** shall mean the Owner entrusting the performance of the Work, and the Contractor undertaking to perform this Work;

**1.30. "Parking"** shall mean an intentional suspension of movement of a vehicle for more than 5 minutes for reasons not related to passenger pick-up or drop-off or vehicle loading or unloading;

**1.31. "Subcontractor"** shall mean a party performing the Work (or part thereof) provided for in the Agreement, having a subcontract agreement concluded with the Contracting Organization, which is liable for the performance of the Work to the Contracting Organization;

**1.32. "Vehicle Permit"** shall mean a form agreed by the Owner (Annex No. 3) filled out by a road safety specialist and issued after passing the vehicle inspection procedure. Valid for 1 year. The vehicle cannot be operated after the expiration of the "Vehicle Permit";

**1.33. "Vehicle Inspection"** shall mean checking the compliance of the technical condition and equipment of vehicles with the requirements of regulatory legal enactments, rules, standards and technical regulations in the field of ensuring road traffic safety;

**1.34. "Vehicle"** shall mean technical means, a mechanism or device intended for the transportation of people, cargoes or equipment installed on it or any motor vehicle driven by an engine, including any tractors and self-propelled vehicles;

**1.35. "Owner's RTS Requirements"** shall include the requirements of this Regulation. The Contractor's liability for compliance with the Owner's RTS Requirements shall apply to all resources involved by the Contractor, regardless of their location, if these resources carry out the Work, including the movement of the Vehicle and/or the transportation of cargoes and/or people between the places where the Work is performed;

**1.36. "RTS Officers"** shall mean the Owner's representatives authorized to cooperate with the Contractor on road safety issues and having a badge with identifying information (Annex No. 6).

## **2. SUBJECT MATTER**

This Regulation shall govern the procedure for cooperation between the Parties in terms of ensuring road traffic safety (hereinafter - RTS) and minimizing the negative impact of the process of fulfilling such

obligations on the road capacity, safety of carriage of people and cargoes, environment and social sphere.

**2.1.** The requirements hereof shall apply to the Owner's territory and facilities and other places within the territory in accordance with Annex No. 2, where the Work is performed in the Owner's interests, including public roads, places where the employees of the Contractor, Owner and designated third-party organizations (third parties) can perform the Work, as well as to routes of movement of the Owner's Vehicles and/or routes of carriage by the Contractor of cargo and/or people between the places where the Work is performed.

**2.2.** The Contractor's liability specified in section 7 hereof shall be the Contractor's liability for failure to fulfill and/or improper fulfillment of its obligations under the Agreement and, under no circumstances, shall replace, duplicate, or otherwise overlap with liability, including administrative/criminal liability, established by the current legislation of the Russian Federation for violation of TR.

### **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **3.1. The Contractor shall:**

When executing the Agreement, the Contractor shall ensure that all the requirements of the RF legislation in the field of RTS and the requirements of this Regulation are met.

**3.1.1.** Ensure training and sufficient qualifications of the Employees to perform the Work under the Agreement on the Vehicles used.

**3.1.2.** Organize work to ensure RTS in accordance:

**a.** with the requirements of Federal Law dated December 10, 1995 No. 196-FZ "On Road Traffic Safety", or a document adopted instead thereof, in the event of its abolition during the validity term of the Agreement, and other regulatory legal enactments of the Russian Federation;

**b.** with the requirements hereof

Monitor the compliance by the Employees of the requirements of the TR, this Regulation.

**3.1.3.** Appoint by order before the commencement of the Work under the Agreement:

**a.** persons responsible for organizing and ensuring safe transportation of cargoes and passengers;

**b.** persons responsible for ensuring RTS;

**c.** persons responsible for conducting RTS briefings;

**d.** persons exercising technical state inspection of the Vehicle before its admission to the line.

**3.1.4.** If up to 30 vehicles are involved in the performance of the Work (including Subcontractors' vehicles and rented vehicles), appoint a person responsible for ensuring RTS (appointment by order in conjunction with other positions shall be allowed).

**3.1.5.** If more than 30 vehicles (including Subcontractors' vehicles and rented vehicles) are involved in the performance of the Work - appoint an RTS specialist without combining positions.

**3.1.6.** If more than 50 vehicles (including Subcontractors' vehicles and rented vehicles) are involved in the performance of the Work, create an RTS Service consisting of at least 2 specialists provided with a specially equipped vehicle (with yellow or orange flashing lights, a radio station and the "Road Traffic Safety" marking).

**3.1.7.** Provide the Owner, within 5 (five) working days from the date of signing the Agreement, with information about the RTS specialists and/or the composition of the RTS Service appointed by the Contractor to ensure RTS in accordance with the Owner's HSE Requirements (positions, full names, contact phone numbers, email addresses).

**3.1.8.** Ensure that the Employees meet the following requirements:

**3.1.8.1.** Provide all vehicles for initial, regular and unscheduled inspections before admitting to work in the interests of the Owner;

**3.1.8.2.** Observe the established speed limit for the Vehicle, unless otherwise regulated by road signs:

**a.** on roads located on the Owner's territory: no more than 20 km/h;

**b.** on roads located inside production units: no more than 5 km/h;

**c.** inside production facilities: no more than 5 km/h.

**3.1.8.3.** Observe TR;

**3.1.8.4.** Stop the Vehicle at the request of the RTS Officers;

**3.1.8.5.** At the request of the RTS Officer, provide the Vehicle for checking its technical state and completeness in terms of compliance with the requirements of TR and this Regulation;

**3.1.8.6.** At the request of the RTS Officer, as well as at the entrance to the Owner's facilities, provide the following documents for verification:

- a. personal permit for entering (driving into) the territory of the Owner's facility (if any);
- b. a vehicle pass to drive into the territory of the Owner's facility (if any);
- c. driver's license (or a license of a tractor driver, operator of special vehicles);
- d. vehicle registration certificate;
- e. automobile liability insurance certificate;
- f. diagnostic card;
- g. waybill with notes on the passage of the pre-trip medical examination and inspection of the mechanic admitting to the line;
- h. vehicle permit, confirming the passage of the procedure of the incoming vehicle inspection of the Owner;
- i. ADR certificate of admission of the Vehicle driver to the carriage of dangerous goods (if necessary);
- j. certificate of admission of the Vehicle to the carriage of dangerous goods (if necessary);
- k. a copy of the license to carry out activities for the carriage of passengers and other persons by buses (if necessary).

**3.1.8.7.** Prevent washing, maintenance, repair of the Vehicle outside the specially designated areas without a prior approval of the Owner.

**3.1.8.8.** At the request of the RTS Officer, if they detect signs of intoxication among the Employees, pass an examination for alcohol, drug or other intoxication.

Sufficient grounds to believe that the Employee is intoxicated shall be the presence of one or more of the following signs (Order of the Government of the Russian Federation dated June 26, 2008 No. 475):

- a. alcohol breath;
- b. postural instability
- c. speech disorder;
- d. sudden change in face skin color;
- e. inappropriate behaviour.

**3.1.8.9.** A medical examination can be carried out at any medical center on the Owner's territory, by a medical worker who has a license to conduct this type of examination. In case of a positive result of the medical examination, the RTS Officer shall call traffic policemen for official registration of the fact of intoxication. The RTS Officer shall register the fact of violation or refusal of the violator from the medical examination by drawing up the Violation Report in the form agreed by the Owner.

**3.1.9.** Ensure that the following requirements for the Vehicle are met:

**3.1.9.1.** All the Owner's Vehicles used in the performance of the Work shall be equipped in accordance with the current legislation of the Russian Federation with a medical kit (containing medicines according to the list established by the Ministry of Health, not expired), a warning triangle in accordance with GOST R 41.272001, a fire extinguisher with the capacity of at least two liters, in addition, cargo vehicles with a maximum permissible laden weight over 3.5 tons, buses with a maximum permissible laden weight over 5 tons, construction and road vehicles - with (at least two) wheel chocks and tow ropes of appropriate strength.

**3.1.9.2.** Vehicles used for the carriage of bulk cargoes shall be equipped with functional devices that allow covering the cargo with a canopy without lifting the driver onto the body.

**3.1.9.3.** Cargo vehicles, construction, road, lifting and special equipment (including fire trucks) shall be equipped with a reversing sound warning device.

**3.1.9.4.** Cargo vehicles shall be equipped with a raised body warning device.

**3.1.9.5.** Use tires on the Vehicle in accordance with the requirements of the Technical Regulations of the Customs Union "On the Safety of Wheeled Vehicles".

**3.1.9.6.** The Contractor's Vehicles shall be equipped with functional IVMS, configured to transmit telematic data to the Owner's server and activated in the Owner's monitoring system. Registration and activation of the IVMS on the Owner's server shall be carried out based on the parameters specified by the Contractor in the IVMS registration sheet, which is provided by the Contractor as part of the Application for the incoming vehicle inspection. IVMS shall operate in a constant mode with the vehicle engine on and ensure telematic data transmission to the Owner's server. The movement of the Vehicle during the performance of the Work without the switched on IVMS shall be prohibited.

**3.1.9.7.** Vehicles used for the carriage of dangerous cargoes shall be furnished with additional equipment in accordance with the ADR requirements.

**3.1.9.8.** For the purposes of visual identification, as well as for control purposes, all the Owner's vehicles shall be equipped with the company logo (identification mark, name) located on a well-visible

area of the Vehicle in a place that does not limit visibility from the driver's seat.

**3.1.10.** In case of a Road Traffic Accident (RTA):

**3.1.10.1.** Immediately call traffic policemen, accident managers;

**3.1.10.2.** Inform the Owner's RTS Officers about the RTA by calling the Owner's RTS hotline - 8-982-980-00-02 no later than 30 (thirty) minutes from the moment of the accident.

**3.1.10.3.** Prevent occupying the carriageway by a Vehicle in excess of the time required for the traffic policemen and/or accident managers to record the conditions and circumstances of the RTA, while observing the requirements of the current legislation of the Russian Federation, including the TR of the Russian Federation. After registration of the RTA by traffic policemen and/or accident managers, evacuate the vehicle from the carriageway within 30 (thirty) minutes, and if there are objective circumstances that do not allow to clear the carriageway within the specified period, agree on the extension thereof with the RTS Officer;

**3.1.10.4.** Within twenty-four (24) hours from the moment of the RTA, send the following information to the address of the Owner's RTS hotline [bdd-sibtob@tobolsk.sibur.ru](mailto:bdd-sibtob@tobolsk.sibur.ru);

- a. time and place of the RTA;
- b. full name of the RTA participants;
- c. names (brands) of the Vehicles;
- d. state registration plates of the vehicles - RTA participants;
- e. names and locations of the Vehicle owners - RTA participants;
- f. information about the RTA victims;

**3.1.11.** In case of engagement for the performance of the Work, include in the contracts to be concluded with Subcontractors the terms and conditions provided for herein, and with Subcontractors already engaged for the performance of the Work, additional agreements to ensure the Owner's RTS requirements, including all the terms and conditions provided for herein, and monitor the implementation thereof. At the Owner's request, the Contractor shall provide copies of contracts, additional agreements concluded with the Subcontractors (excluding clauses containing commercial secrets) and, if the Owner has comments concerning the absence or incorrect statement in such contracts of the terms and conditions provided for herein, amend the contracts accordingly.

**3.1.12.** Reimburse the Owner for all losses caused by violations of the Contractor or the Subcontractors engaged for performance of the Work in the field of RTS, if the Owner is held liable for such violations of the Contractor or the Subcontractors engaged by the Owner. The Contractor, when performing the Work, shall be solely liable for violations in the field of RTS, committed by the Contractor and its engaged Subcontractors, including payment of fines and compensation for damage caused in connection with these violations.

**3.1.13.** Eliminate violations detected by the Owner within five working days from the date of sending information about violations, or within the period for their elimination agreed upon by the Parties.

**3.1.14.** Ensure the transportation of Employees (except for Employees using personal vehicles) by vehicles of organizations licensed to transport passengers and other persons by buses and provide the Owner with information about the availability at organizations transporting the Employees by buses of licenses confirming the right to carry out these activities prior to the commencement of the transportation of the Employees within the performance of the Work.

**3.1.15.** Immediately (within 1 business day) notify the Owner about all facts of suspension/renewal/termination and revocation of licenses of organizations that transport Employees by buses, as well as about all facts of changes in these organizations and about their licenses.

**3.1.16.** Arrange at its own expense cleaning and washing of wheels to prevent carrying out of dirt outside the fenced area of the performance of the Work to Roads. Ensure at its own expense the cleaning and maintenance of the roads adjacent to the place of performance of the Work with the involvement of special equipment, including temporary access roads. In case of Contamination of the carriageway of the Road during the performance of any work, the Contractor shall immediately take the measures necessary to clear the road and timely warn traffic participants about the danger that has arisen.

**3.1.17.** At its own expense, ensure the restoration of damage caused to structures, constructions, fences, road signs and any other means of organizing traffic by the Contractor when performing the Work.

**3.2. The Owner may:**

**3.2.1.** Use, at its own discretion, various technical means to collect data on violations of the provisions hereof.

- 3.2.2.** Inspect the Contractor's equipment (selectively or totally) in terms of compliance of its technical state with safety requirements.
- 3.2.3.** Test the Contractor's Employees for knowledge of traffic safety requirements.
- 3.2.4.** Engage third parties to fulfill the terms and conditions hereof.
- 3.2.5.** To withdraw from the Employees the passes to the Owner's territory and prevent them from entering the Owner's territory in case of non-fulfillment and/or improper fulfillment by these Employees of the requirements hereof.
- 3.2.6.** Prevent Employees lacking the required qualifications or qualification documents from driving the Vehicle.
- 3.2.7.** Remove the Contractor's Vehicles from the Owner's territory, withdraw the pass and vehicle permit and, if the Contractor's Vehicles are in bad condition, send such Vehicles for inspection by the Owner.
- 3.2.8.** Request and receive road safety materials from the Contractor. Require written explanations from the Contractor's Employees or officials in cases of violation of the Owner's RTS Requirements.
- 3.2.9.** Provide the Contractor, using various methods of information transmission, with written, electronic, facsimile and other information messages about RTAs involving the Contractor's Employees, including information about violators, statistical data on violations of RTS rules by the Contractor and/or Employees, including regular reporting, and demand from the Contractor, within the period established by the Owner, to report on the preventive and/or corrective actions taken by the Contractor against violators.
- 3.2.10.** Appoint and carry out on the territory of the Owner or the Contractor, according to the Owner's valuation technique, planned and unscheduled audit, organizational, technical and documentary control of the Contractor's compliance with the Owner's RTS Requirements with the adoption of blocking measures in relation to the detected violations until they are eliminated by the Contractor or with the establishment of a re-inspection period.

**3.3. The Owner shall:**

- 3.3.1.** Be guided by the provisions of the current legislation of the Russian Federation when implementing the provisions hereof.
- 3.3.2.** For visual identification of the RTS Officers, equip the vehicles used by them with yellow or orange flashing lights and apply on such vehicles a special identification sign in the form of the "Road Traffic Safety" text located on the left and right sides of the Vehicle.
- 3.3.3.** Ensure that RTS Officers comply with the provisions of hereof and that RTS Officers have badges with identifying information in the form established in Annex No. 6.
- 3.3.4.** Register the revealed violations of the Owner's RTS Requirements by drawing up reports in the manner provided for in Section 5 hereof "Requirements for recording and registration of violations".

**4. VEHICLE ADMISSION REQUIREMENTS**

- 4.1.** The procedure for approval of admission of the Contractor's Vehicle to operation in the Owner's interests shall be arranged as follows:
- 4.2.** The Contractor shall formulate the need for the Vehicles necessary for operation in the Owner's interests.
- 4.3.** The Contractor shall send to the RTS Department the filled out form "Application for Vehicle Inspection" (Annex No. 4) accompanied by the filled out form "IVMS Registration Sheet" (Annex No. 5).
- 4.4.** The RTS Department shall indicate the place, date and time of the vehicle inspection.
- 4.5.** The Contractor shall provide the Vehicles declared for inspection at the specified place, date and time, and shall also send the person responsible for admission to the line to participate in the technical inspection.
- 4.6.** The RTS Department shall carry out a vehicle inspection, fill out the "Checklist of the vehicle technical state" for each inspected Vehicle.
- 4.7.** Based on the results of the inspection of the Contractor's Vehicle, the RTS Department shall issue a "Vehicle Permit" for each Vehicle approved for operation in the Owner's interests, and transfer them to the Contractor.
- 4.8.** Requirements for the Contractor to fill out and maintain the "IVMS Registration Sheet" form (Annex No. 5)
- 4.9.** The "IVMS Registration Sheet" form shall be filled out by the Contractor in a cumulative manner, i.e. the previous vehicle records shall not be deleted from the form.
- 4.10.** The Contractor shall be responsible for the timely updating of information in the "IVMS

Registration Sheet" form and the timely synchronization (transmission) of such data with the RTS Department.

**4.11.** All fields of the "IVMS Registration Sheet" form shall be filled out.

**4.12.** The list of Vehicles shall include all the Contractor's Vehicles, including the Vehicles of all persons engaged by the Contractor for performing the Work.

**4.13.** In case any Vehicles cease to be used by the Contractor when performing the Work, the Contractor shall indicate the date (in the "Withdrawn from use" field) on which such Vehicles cease to be used (will cease to be used) and send such data to the RTS Department. Passes for such Vehicles shall be revoked starting from the specified date. The Vehicles Permits for such Vehicles shall be returned to the RTS Department. The operation of such Vehicles for the performance of the Work performance shall be prohibited.

**4.14.** When new Contractor's Vehicles appear, which were not previously used in performing the Work, the Contractor shall be obliged to add the missing Vehicles to the list, and in the "Note" field indicate the date of receipt of the pass for such Vehicles and send such data to the RTS Department in accordance with the above procedure for approval of the Vehicle admission.

**4.15.** In cases where for certain Contractor's Vehicles, due to their specific application and in agreement with the RTS Department, the permit is obtained for the absence of IVMS, the Contractor shall indicate in the "Note" field the date of receipt of such approval and the full name of RTS Officer who issued the same.

**4.16.** Restrictions on the use of the Contractor's Vehicles associated with the their admission to the performance of the Work:

**4.16.1.** The use of the Contractor's Vehicles that are not specified in the "IVMS Registration Sheet" form shall be prohibited.

**4.16.2.** The use of the Contractor's Vehicles without "Vehicle Permits" shall be prohibited.

**4.16.3.** The use of the Contractor's Vehicles with expired "Vehicles Permits" shall be prohibited.

**4.16.4.** The use of technical and/or mechanical means that suppress the IVMS signal in the Contractor's Vehicle, as well as by the Contractor's drivers and other employees, shall be prohibited.

**4.16.5.** The use of the Contractor's Vehicles with inactive and/or faulty IVMS shall be prohibited.

## **5. REQUIREMENTS FOR RECORDING AND REGISTRATION OF VIOLATIONS**

**5.1.** Violations shall be recorded by the Owner using technical means or visually by the RTS Officers. The composition of the technical means for recording violations shall be determined by the Owner.

**5.2.** The ways for recording violations shall be determined by the Owner.

**5.3.** Violations can also be registered by drawing up a Violation Report in the form (Annex No. 1). (hereinafter - the Report). For assessing the severity of violations and making decisions on issuing the Report with the imposition of penalties (in accordance with Section 7 hereof) the Owner may independently assess the degree of negative impact of each violation on the degree of road safety and the level of risk arising from such violation.

**5.4.** Systematic (repeated) violations of the Owner's RTS Requirements shall be deemed material violations of the Agreement and each fact of violation of the Owner's RTS Requirements shall be subject to imposition of penalties in accordance with Section 7 of this Regulation.

**5.5.** Recording and confirmation of the fact of driving the vehicle by an Employee in a state of alcohol, drug, substance or other intoxication, or the fact of the violator's refusal to pass a medical examination, shall be carried out by the Owner by drawing up a Violation Report in the form agreed by the Owner, accompanied by confirmation documents (if any) (Medical Examination Report, or a check printed by a certified breathalyzer) after passing a medical examination by an Employee in accordance with Clause 3.1.8.9 hereof.

## **6. REQUIREMENTS FOR THE TRANSFER OF VIOLATION REPORTS**

**6.1.** Periods and ways of providing the Contractor with materials on the identified violations and ways of providing the Contractor with access to materials about such violations shall be determined by the Owner. Together with the materials about violations, the Owner shall provide the Contractor with the instruction on the recommended CAs to be taken against violators or with the Report.

**6.2.** When issuing the Report, the Owner shall send one copy thereof with all annexes thereto to the Contractor's address using the details and in the manner provided for in the Agreement.

**6.3.** The Contractor shall, within 5 (five) working days from the date of receipt of the Report or material about the violation, provide the Owner in electronic form with motivated objections to the violation recorded in the corresponding Report and/or material about violation, or with a notification on

the elimination of such violation and taken CAs (taking into account the Owner's recommendations) accompanied by scanned copies of confirmation documents.

**6.4.** If the Contractor fails to provide the Customer with motivated objections to the material about the violation or notification on the elimination of such violation and taken CAs accompanied by scanned copies of confirmation documents, the Owner shall issue the Report to the Contractor.

**6.5.** In case the Contractor fails to sign the Report during the specified period, such Report shall be signed by the Owner unilaterally and serve as a basis for recovery of a fine provided for in Section 7 hereof.

## **7. CONTRACTOR'S LIABILITY**

The Contractor shall be fully liable for compliance with the Owner's RTS Requirements, including for compliance with these requirements by its Employees, Subcontractors and Subcontractors's Employees.

<b>Item No.</b>	<b>Violation involving payment of a fine by the Contractor to the Owner</b>	<b>Amount of penalties*, thousand rubles</b>
7.1.	An Employee is in a state of alcohol, drug, substance or other intoxication when driving the Vehicle	300
7.2.	An Employee refuses to pass a medical examination for alcohol, drug, substance or other intoxication	300
7.3.	Performing the Work under the Agreement without appointment by order of responsible persons from among the Contractor's employees (the fine shall be imposed for the failure to appoint responsible persons for each item): <b>a.</b> persons responsible for organizing and ensuring safe transportation of cargoes and passengers; <b>b.</b> persons responsible for maintaining the Vehicle in roadworthy condition; <b>c.</b> persons responsible for ensuring RTS; <b>d.</b> persons responsible for conducting RTS briefings; <b>e.</b> persons exercising technical state inspection of the Vehicle before its admission to the line	50
7.4.	Performing the Work under the Agreement without the establishment of a Road Traffic Safety Service at the Contractor's enterprise, in accordance with Clauses 3.1.4., 3.1.5., 3.1.6. hereof	100
7.5.	Refusal of an Employee to: <b>a.</b> stop the Vehicle (Clause 3.1.8.4. hereof); <b>b.</b> provide the Vehicle for checking its technical condition and equipment in terms of compliance with the requirements of the TR (Clause 3.1.8.5. hereof); provide documents for verification (Clause 3.1.8.6. hereof)	30
7.6.	Driving the Vehicle by an Employee without documents (a fine shall be imposed for the absence of each document): <b>a.</b> driver's license (or a license of a tractor driver, operator of special vehicles); <b>b.</b> absence in the driver's license of an open category (subcategory) for driving the corresponding type of Vehicle. <b>c.</b> vehicle registration certificate; <b>d.</b> automobile liability insurance certificate; <b>e.</b> diagnostic card; <b>f.</b> driver card (tachograph card - if any)	30
7.7.	Operation of Vehicles: <b>a.</b> that have failed to pass the initial inspection and admission procedure established by this Regulation; <b>b.</b> in the absence of a Vehicle Permit after the incoming inspection carried out by the Owner;	30
7.8.	Operation of the Vehicle without the logo (name) of the enterprise located on a well-visible area of the Vehicle (Clause 3.1.9.8 of this Regulation)	10
7.9.	Vehicle operation without a waybill	30
7.10.	The absence in a Waybill of the note on the pre-trip medical examination of the driver	30



7.11.	The absence in a Waybill of the note of the responsible mechanic about the pre-trip vehicle inspection	30
7.12.	Issuance by the Contractor's responsible person of waybills indicating the dates of the pre-trip medical examination and/or pre-trip vehicle inspection and other information	50

	about such examinations and inspections (including: notes of health care workers, signatures of mechanics, dispatchers) for the future period	
7.13.	Violation of the established requirements for compliance with the speed limit. Exceeding the speed limit	30
7.14.	Violation of the established TR: <b>a.</b> rules of overtaking; <b>b.</b> rules of passing; <b>c.</b> rules of passing of oncoming traffic; <b>d.</b> rules of driving on pedestrian crossings and stops of route vehicles; <b>e.</b> rules of driving through railway crossings; <b>f.</b> requirements prescribed by road signs or road markings	50
7.15.	Violation of the established TR: <b>a.</b> rules of passenger transportation; <b>b.</b> rules of using external light devices - driving in the daytime without the dipped headlights turned on, or daytime running lights	30
7.16.	Violation of the rules of maneuvering: before starting driving, changing lanes, turning and stopping, the driver shall give signals with illuminated deflection indicators of the corresponding direction	10
7.17.	Violation of the rules of turning	10
7.18.	Violation of the passenger pick-up or drop-off rules (the driver shall pick-up or drop-off passengers from the sidewalk or roadside and only after a complete stop of the Vehicle, and start driving only with the doors closed and not open them until a complete stop)	10
7.19.	Any violation, action of the Employees that led to an RTA	50
7.20.	Violation of the requirements of Clause 3.1.9.5 hereof (prevent the use of tires that do not correspond to the season)	30
7.21.	Performance of the Work by an Employee who failed to pass a specialized introductory traffic safety briefing of the Owner	30
7.22.	Violation of Clause 3.1.10.2. hereof (prompt accident reporting - 30 minutes)	300
7.23.	Violation of Clause 3.1.10.3. hereof (clearing of the carriageway after registration of an RTA - 30 minutes): delay for more than 1 hour	30
7.24.	Violation of Clause 3.1.10.3. hereof (clearing of the carriageway after registration of an RTA - 30 minutes): delay for more than 2 hours	50
7.25.	Violation of Clause 3.1.10.4. hereof (the deadline for providing detailed information about an RTA is 24 hours)	30
7.26.	Parking, stopping: <b>a.</b> on the roadside; <b>b.</b> at railway crossings, in tunnels, as well as on ramps, bridges, overpasses (if there are less than three lanes for movement in this direction) and under them; <b>c.</b> in places where the distance between the solid white line (except for the edge of the carriageway), the dividing strip or the opposite edge of the carriageway and the stopped Vehicle is less than 3 m; <b>d.</b> at pedestrian crossings and closer than 5 m thereto; at the intersection of carriageways and closer than 5 m to the edge of the crossed carriageway, except for the side opposite to the side passage of three-way intersections (crossroads) that have a solid white line or a dividing strip	30
7.27.	Use of a Vehicle in violation of the equipment requirements specified in Clause 3.1.9.1. hereof	30
7.28.	Use of a Vehicle in a technically faulty condition (in accordance with the List of vehicle malfunctions and conditions under which their operation is prohibited, determined by the TR). For each detected malfunction	30
7.29.	Transportation of bulk cargoes in a Vehicle that is not equipped with a functional device that allows covering cargoes with a canopy without lifting	50

	the driver onto the body (Clause 3.1.9.2. hereof)	
7.30.	Use of a vehicle without or with a faulty reversing sound warning device (Clause 3.1.9.3. hereof)	30
7.31.	Transportation of construction and household waste in violation of safety requirements and in a Vehicle not equipped with a functional device that allows covering cargoes with a canopy	50
7.32.	Admission of the Vehicle by the Contractor's (Subcontractor's) responsible person to the line in violation of the requirements of Clause 3.1.9. hereof.	30
7.33.	Violation by the Employees of the established rules of movement of pedestrians on roads	10
7.34.	Performing the Work and/or installation of Vehicles, cranes, hydraulic lifts and other equipment (including for the performance of the Work) on roads (including intraside ones) that impede and obstruct access to the Owner's facilities, including for vehicles of firefighting, ambulance and other special services, without the Owner's approval	100
7.35.	Refueling the Vehicle on the Owner's territory: a. outside specially designated areas; b. without specialized refuellers (mobile filling stations of liquid transportation fuel)	100
7.36.	Washing, maintenance, repair of the Vehicle on the Owner's territory without the Owner's approval	150
7.37.	Leaving a faulty/unused Vehicle, road construction vehicles at construction sites, on road sections, parking lots on the Owner's territory without the Owner's approval	30
7.38.	Provision of vehicles without IVMS accredited by the Owner, which do not transmit telematic data to the Owner (for each piece of equipment)	30
7.39.	Use of Vehicles without seat belts, or with faulty seat belts	20
7.40.	Driving a Vehicle by an unbelted driver	20
7.41.	Carriage of unbelted passengers while the Vehicle is in motion	20
7.42.	Using mobile phones or other means of communication while driving the Vehicle (including text-message transmission)	30
7.43.	Transportation of dangerous goods by a driver without or with an invalid ADR Certificate	50
7.44.	Transportation of dangerous goods by road without a certificate of admission of the Vehicle to the carriage of dangerous goods	50
7.45.	Violation of the rules of movement of heavy and (or) large Vehicles	50
7.46.	Driving the Vehicle on overpasses, bridges, exceeding the maximum load limit established by road signs	150
7.47.	Failure to eliminate detected/ recorded violations within the established period - 5 working days (Clause 3.1.13. hereof) (for each violation)	50
7.48.	Failure to comply with the terms and conditions of instructions, orders, requirements of the Owner in terms of ensuring traffic safety in a timely manner and in full	100
7.49.	Carriage of Employees by transport of organizations lacking a license to carry out transportation of passengers and other persons by buses	50
7.50.	Failure to provide the Owner within the period established by Clause 3.1.14. hereof with information on the availability of licenses to transport passengers and other persons by buses by organisations transporting Employees by buses, as well as failure to notify the Owner within the period established by Clause 3.1.15 hereof about all facts of suspension/renewal/termination and revocation of licenses of organizations transporting Employees by buses, as well as about all facts of changes in these organizations and about their licenses	150
7.51.	Damage to Fences, road signs.	30
7.52.	Contamination of roads specified in Annex No. 2	150
7.53.	Using a Vehicle without or with a faulty raised body warning device	50
7.54.	Movement of caterpillar motor vehicles on paved roads without the use of	30

	protective lining material.	
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The request to pay a fine can be sent by the Owner by registered mail to the Contractor's address, specified in the Agreement, or by e-mail to the Contractor's e-mail address, if the Agreement provides for an electronic document flow.

If the Contractor fails to pay a fine within 14 (fourteen) calendar days from the date of the Owner's corresponding request, the Owner may recover a fine by deducting the sum payable from the amounts due to the Contractor in accordance with the terms and conditions of the Agreement.

The Owner shall reserve the right not to admit to the Work the Employee in respect of whom the Violation Report was drawn up in the form agreed by the Owner. The exercise of this right by the Owner shall not relieve the Contractor from the obligation to properly fulfill its obligations under the signed contracts within the period agreed upon by the Parties.

Annexes:

- Annex 1: Report on a road safety violation by the Contractor/Subcontractor when performing the work (form).
- Annex No. 2: Territory of the Regulation.
- Annex No. 3: VEHICLE-Permit (form).
- Annex No. 4: Application for vehicle inspection (form).
- Annex No. 5: IVMS Registration Sheet (form).
- Annex No. 6: "Road Safety Officer" Badge (form).

Annex No. 1:

**Report on a road safety violation by the Contractor/Subcontractor when performing the work (FORM).**

Report No. \_\_\_\_\_

on a road safety violation by the Contractor/Subcontractor when performing the Work  
under the Contracting/Work/Service Agreement No. dated \_\_\_\_\_, 2020

Based on the inspection carried out on \_\_\_\_\_, \_\_\_\_\_ 2020 \_\_\_\_\_ at

At the Department \_\_\_\_\_

full name of the Department (facility where the works are performed)

Contracting Organization name: \_\_\_\_\_

Subcontracting Organization name: \_\_\_\_\_

Work description: \_\_\_\_\_

In the presence of: \_\_\_\_\_

title of the Contractor's/Subcontractor's representative Initials and surname

The following violations of the safety requirements have been detected: \_\_\_\_\_

No.	Regulatory Document Requirement	Actual Status

Based on the detected violations of the safety requirements, it is prescribed to:

- prohibit the performance of the work at the facility (withdraw the work permit);
- take measures to eliminate violations;
- provide data (documents) on elimination of violations;
- verify the results of elimination of violations at the facility;
- issue the permit to continue the work upon elimination of the violation.

The Report has been issued by:

Title \_\_\_\_\_ Signature \_\_\_\_\_ Initials, surname \_\_\_\_\_ Date \_\_\_\_\_

I have read the Report, received its copy, and agree with the comments:

Title of the Contractor's representative \_\_\_\_\_ Signature \_\_\_\_\_ Initials, surname \_\_\_\_\_ Date \_\_\_\_\_

Title of the Subcontractor's representative \_\_\_\_\_ Signature \_\_\_\_\_ Initials, surname \_\_\_\_\_ Date \_\_\_\_\_

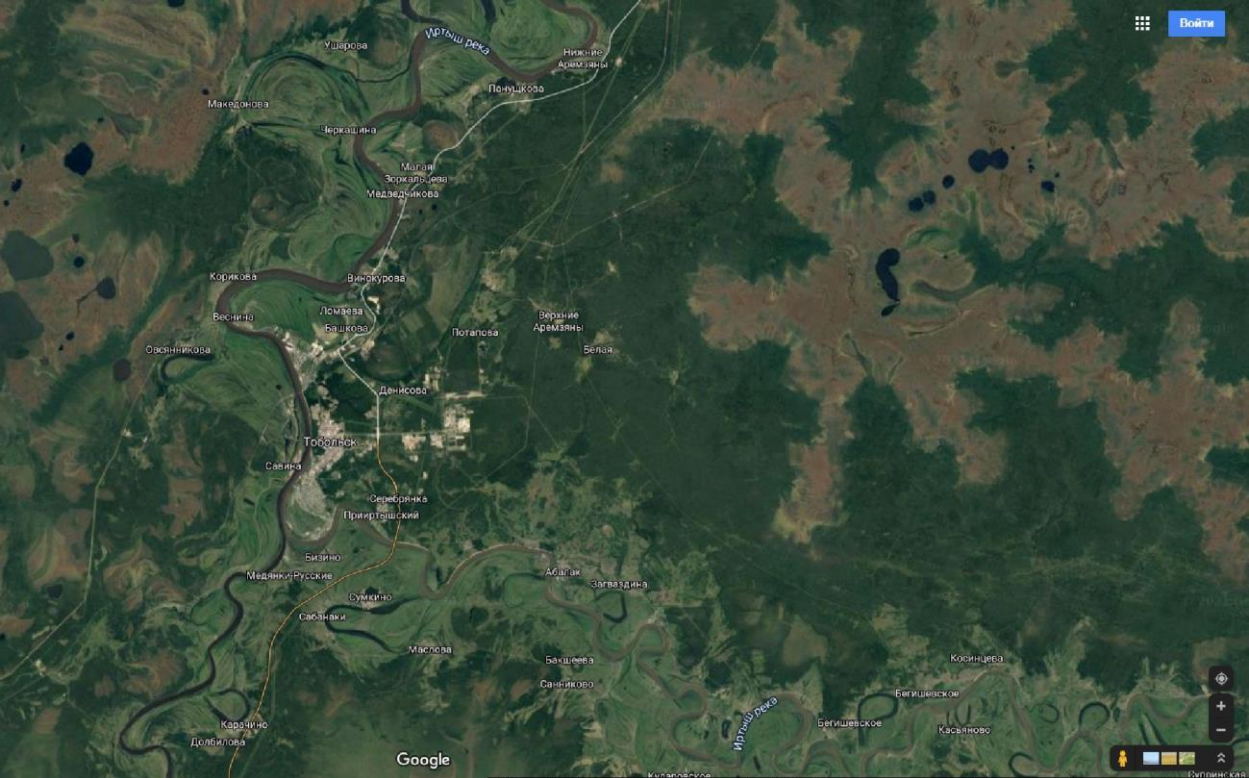
Send:

- the original of the Report to the HSE Department of the Owner;
- a copy of the Report to the Contractor, Subcontractor.

Note of permission to continue the work performance \_\_\_\_\_

Violations have been eliminated	Title	Signature	Date	Time
I hereby authorize the work performance				

Annex 2. Territory of the Regulation.



Annex No. 3. VEHICLE-Permit (form)

<b>ООО "ЗАПСИБНЕФТЕХИМ"</b>		<b>ТАЛОН - ДОПУСК</b>		<b>СИБУР</b> ЗапСибНефтехим	
		<b>ТРАНСПОРТНОГО СРЕДСТВА ДЛЯ ЭКСПЛУАТАЦИИ НА ОБЪЕКТАХ ПРЕДПРИЯТИЙ ЗАКАЗЧИКА</b>			
<b>Гос. номер / Car Plate</b>					
<b>Организация-подрядчик</b> <b>Contractor</b>					
<b>Организация-субподрядчик</b> <b>Subcontractor</b>					
<b>ТС/ ОБОРУД.</b> <b>VEHICLE</b>		<b>Марка, модель</b> <b>Brand, model</b>			
		<b>Тип ТС</b> <b>Type of vehicle</b>			
<b>Дата выдачи</b> <b>Issued</b>		<b>Ответственное лицо</b> <b>Responsible Person</b>			
" " 20 г.					



Annex No. 4: Application for Vehicle Inspection (form).

Sample Application for Vehicle Inspection

<b>To Traffic Safety Manager A.Yu. Belyaev</b>	
No. _____	
Ref. No. _____ dated _____ 20____.	
You are hereby provided with the data on the Vehicle, Road Vehicle and Lifting Equipment (please underline as appropriate) for the initial technical inspection procedure	
Organization (for third parties)	«xxxxxxxxxx» LLC
Vehicle brand, model	KAMAZ
State Vehicle Number	X 000 XX 000
Vehicle Type	Cargo vehicle
Arrival date	" _ " _____ 2019.
IVMS* (Glonass/GPS) available/unavailable	
Annexes:	
1. Vehicle Registration Certificate;	
2. Diagnostic Card/Vehicle Inspection Card	
3 .....	
4 .....	
Manager	<b>SIGNATURE</b>



Application for  
Vehicle Inspection

Annex 5.

IVMS Registration Sheet (form).

ЛИСТ РЕГИСТРАЦИИ БСМТС

1. Параметры для подключения			
Параметры* для осуществления ретрансляции данных из стороннего ПО мониторинга:	Протокол	IP-адрес	Порт
	Wilson Refradiator	193.193.165.165	20163
	EDPS	193.193.165.165	20639

Параметры* для осуществления ретрансляции данных из <u>Wilson Refrator</u> :	Протокол	IP-адрес	Порт
	Wilson Refradiator	19w.19g	20163
	EDPS	19w.19g	20639

\*Где-то в документах указать параметры своему поставщику услуг ГЛОНАСС/GPS мониторинга для подключения системы мониторинга. Заполнить

2. Форма для заполнения		Заполнить	Заполнить из выпадающего списка	Заполнить из выпадающего списка	Заполнить из выпадающего списка	Заполнить из выпадающего списка	Заполнить из выпадающего списка	Заполнить из выпадающего списка	Заполнить из выпадающего списка	Заполнить из выпадающего списка	Заполнить из выпадающего списка	Заполнить из выпадающего списка	Заполнить из выпадающего списка	Заполнить из выпадающего списка	Заполнить из выпадающего списка
№ п/п	ВАЗАЖИ	ПЕНКОРИДЖИ	Поддержка/Субдоговор	Тип ТС	Марка ТС	Госномер	Примечания	Протокол	IP-адрес	Порт	ИД БСМТС	Модель БСМТС	ИД БСМТС	Модель БСМТС	ИД БСМТС
1															
2															
3															
4															
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Лист регистрации  
БСМТС (форма).x13x

Annex 6.

"Road Safety Officer" badge (form)

The SIBUR logo is displayed in a large, bold, black serif font. It is positioned in the upper left quadrant of the page, with a decorative graphic of overlapping teal and light blue geometric shapes to its right.

ZAPSIBNEFTEKHIM LLC

**IVANOV**  
**IVAN IVANOVICH**

Manager

ENSURING ROAD TRAFFIC  
SAFETY

**This document is signed with an electronic signature**

**Full name**

**Maxim Nikolaevich Rogov**

**Title**

**Director General**

**Certificate number**

**02096C4F000CADA480**  
**4A032B2E3AD356D4**

**Signature validity date**

**April 16, 2021 - April 16, 2022**

**Company**

**ZAPSIBNEFTEKHIM LLC**