

407.3

Bilateral Agreement No.
for Corporate Services

Siberia Airlines, PJSC, a legal entity registered under the law of the Russian Federation, hereinafter referred to as the “Carrier”, represented by... acting on the basis ofdated ..., of the one part,

and

University of Messina, C.F. n. 80004070837, a legal entity registered under the law of Italy represented by the Rector, Prof. Salvatore Cuzzocrea, born in Geneva (CH) on March 11, 1972, hereinafter referred to as the “Corporate Client”, of the other part, hereinafter jointly referred to as the “Parties”, have made this bilateral agreement (hereinafter, the “Agreement”) as follows:

Terms used in the Agreement

Corporate Client shall mean a legal entity specified in the preamble above, acting on its own behalf only or on its own behalf and under the instruction (power of attorney) of other legal entities. In the event that the Corporate Client acts (or will begin to act in the future on the basis of supplements to the Agreement) not only on its own behalf, but also on behalf of other legal entities:

- the list of such bodies is presented in Appendix 3/_ to this Agreement;
- the term “Corporate Client” means, in the text of the Agreement (including the Appendices), all these entities collectively and each of them separately;
- the term “Party” means, in the text of the Agreement (including the Appendices), only the Carrier and the person specified in the preamble of the Agreement.

Designated Agents/“Agents” shall mean legal entities authorised by the Carrier to sell air transportation services and rendering the air tickets issuance services to the Corporate Client. The Designated Agents list relevant on the date of this Agreement is presented in Appendix 2/_ to this Agreement. Designated Agents shall be accredited to work in BSP/ARC air transportation services settlement system and be authorised by the Carrier or be the Carrier’s agents under an agency agreement for sale of air transportation services concluded with the Carrier.

Passengers are the persons, identified by the Corporate Client, who can use the Special Conditions for air transport services and additional services of the Carrier (transport of luggage, etc.).

Special Conditions shall mean conditions for purchase of air transportation services and additional services of the Carrier (baggage transportation, etc.) with discounts, bonuses, etc. The subject, the application procedure, and the effect of the Special Conditions provided by the Carrier to the Corporate Client under this Agreement are set out in Appendix 1.

For the entire duration of this agreement, the discount rate of the Corporate Discount for the Corporate Client shall be established at 7% for "Economy class" flights and 10% for "Business class" flights (Appendix 1), subject to better conditions that the Carrier wishes to apply.

1. Subject of the Agreement

1.1. The subject of this Agreement is provision of the Special Conditions by the Carrier to the Corporate Client for purchased airline tickets, through Designated Agents, by passengers identified by the Corporate Client (hereinafter, "Passengers of the Corporate Client"/"Passengers"). Passengers of the Corporate Client who may have their air tickets purchased on the Special Conditions shall include individuals being employees/members/ and other accredited persons of the Corporate Client.

The Carrier may, at the Corporate Client's request (made personally or through the Agent), agree via email upon the possibility of applying the Special Conditions also to other persons not specified above.

1.2. The Special Conditions provided for in this Agreement shall only be granted to the Passengers of the Corporate Client in case the passengers of the Corporate Client purchase tickets from the Designated Agent, only for own regular flights of the Carrier (S7 Operator), regular flights operated jointly by the Carrier and Globus LLC (GH Operator), and only with respect to tickets issued on the Carrier's forms, subject to compliance with the terms and conditions specified in Clause 1.1 of the Agreement, and other requirements hereof. The Special Conditions may also be applied on flights under the joint operation of the Carrier with other carriers, if this is provided for by the Carrier in the Appendices or other documents to this Agreement.

1.3 The content and parameters of the Special Conditions, as well as details of the procedure for their application and effect shall be stipulated in this Agreement and in the relevant Appendices, additional agreements, etc.

2. Rights and Obligations

1.1. The Carrier shall have the right to:

2.1.1. Perform control checks of tickets issued with application of the Special Conditions, in order to detect any persons not complying with the requirements established for passengers in Clause 1.1 hereof.

2.2 The Carrier shall:

Provide the Special Conditions in the manner prescribed by this Agreement.

2.3 The Corporate Client shall:

2.3.1 Comply with the terms and conditions of this Agreement.

2.3.2 Appoint the Designated Agents. The list of Designated Agents shall be provided to the Carrier and recorded in Appendix No. 2 to the Agreement. The Client may change the list of Designated Agents, notifying the Carrier in writing at least five business days before the actual effective date of such changes and as per the form set out in Appendix No. 2, ~~which will form the ground to change Appendix No. 2/~~ .

2.3.3 Appoint a responsible person from among its employees authorised to communicate with the Carrier on all issues arising out of this Agreement, such as: changing the Special Conditions, conducting work meetings or telephone conferences, meetings to summarise the results of cooperation for the previous period, as well as discussing operational working issues, etc.; submit information about such person to the Carrier.

2.3.4 Upon the Carrier's request, confirm in writing, if necessary, that Passengers have the status of persons specified in Clause 1.1 of this Agreement.

2.4 The Corporate Client shall have the right to:

Require that the Carrier only apply the Special Conditions provided for in this Agreement to Passengers meeting the requirements specified in Clause 1.1 of this Agreement.

3. Reporting and Settlement Procedure

3.1 Payments for air tickets purchased by the passengers identified by the Corporate Client shall be made via Designated Agents, who will use a code supplied to them by the Carrier for this purpose.

4. Liability

4.1. The Carrier and Corporate Client shall be liable for any non-fulfilment or improper fulfilment of their obligations under this Agreement in accordance with the Italian Laws.

4.2. The Carrier or Corporate Client whose proprietary interests (including business reputation) have been violated due to non-fulfilment or improper fulfilment of obligations hereunder shall have the right to demand full indemnification of documented direct losses caused thereto; such losses shall mean the expenses that have been or will be incurred for recovery of the violated rights and interests (actual damage).

4.3. Any additional provisions on liability may be determined in the Appendices regulating a specific type and terms of application of the Special Conditions.

5. Force Majeure

5.1 The Carrier and Corporate Client shall be released from liability for partial or complete non-fulfilment of obligations under this Agreement, if such non-fulfilment was caused by force majeure circumstances arising after making this Agreement as a result of extraordinary events that could be neither foreseen nor reasonably prevented by The Carrier and Corporate Client.

5.2 The Carrier or Corporate Client referring to such circumstances shall inform the other Party of such circumstances in writing, within three days after occurrence of force majeure circumstances, and, if requested by the relevant Party, provide the necessary document issued by the Chamber of Commerce and Industry of the Russian Federation or another authorised government agency.

1.3 Failure to notify or untimely notification of occurrence of such circumstances shall deprive either Party of its right to invoke these circumstances as the ground for being released from liability for improper fulfilment of obligations to the other Party.

6. Activation, Changing, and Termination of the Special Conditions

6.1 The effective date of the Special Conditions shall be determined in Appendix No. 1 to the Agreement. Under the Agreement, the Corporate Client shall inform Designated Agents of the effective date of the Special Conditions, as well as of any change in the Special Conditions in the cases referred to in Clause 6.2.

6.2 The Carrier has the right to unilaterally change the composition, scope of the Special Conditions, or the procedure for their provision. In case of such change, the Carrier shall notify, through PEC, the Corporate Client thereof (indicating the date on which the existing Special Conditions are cancelled and new Special Conditions are to be applied). After the date of changing the Conditions, the previously agreed Special Conditions shall not be provided by the Carrier, and this Agreement may be terminated by either Party in the manner prescribed in Clause 7.1 of the Agreement. In such cases, the Parties' consent to the new Special Conditions shall be confirmed by subsequent signing, by the Parties, of the documents proposed by the Carrier, such as additional agreements, amended or new Appendices to the Agreement, and/or other documents

7. Termination of the Agreement

7.1 Either Party may, on a unilateral and out-of-court basis, terminate this Agreement with a written notice thereof given to the other Party within fifteen (15) business days prior to the date of termination.

~~7.2 Additional grounds for unilateral termination of the Agreement on the initiative of the Carrier, arising from the substance of the Special Conditions, may be established by Appendices hereto.~~

7.3. Termination of this Agreement for any of the above reasons shall not relieve the Parties of their obligations that have arisen prior to termination of this Agreement.

8. Miscellaneous

8.1 Relationships under the Agreement which are not directly regulated herein shall be governed by the Italian laws.

8.2 This Agreement shall come into effect from the date of signing and shall remain in effect until resolution established by one of the parties. ~~termination as prescribed by the effective legislation of the RF and this Agreement.~~

8.3 The Parties undertake not to disclose the terms and conditions of this Agreement, recognising such terms and conditions as confidential information, except where such disclosure is required by an authorised government agency.

In relation to personal data of Passengers of the Corporate Client received and processed in the performance hereof, the Carrier and Corporate Client guarantee to each other compliance with the requirements which the applicable law imposes on protection and processing of personal data.

8.4. The Carrier guarantees that the purpose of signing and execution hereof is not in any way due to the Carrier's intention to restrict or eliminate competition and/or infringe the interests of any other persons, i.e. players in the air transportation market in the country of the Corporate Client or any other state, or otherwise violate the anti-monopoly requirements; the Carrier's proposal to make this Agreement is not a consequence of any agreements between the Carrier and any other airlines aimed at establishing/maintaining, in the country of the Corporate Client or any other state, any prices that infringe upon the rights of other players in the air transportation market for transportation or other services of air carriers.

8.5. The Carrier guarantees that signing of the Agreement does not violate any requirements of the RF anti-corruption legislation.

~~8.6 The Corporate Client guarantees that provision of the Special Conditions by the Carrier to the Corporate Client under this Agreement does not violate any requirements of the legislation of the state of the Corporate Client, including the legislation on protection of competition and antimonopoly regulation, and undertakes to reimburse the Carrier's losses caused by any sanctions against the Carrier imposed by government agencies authorised to review issues in the area of antimonopoly legislation.~~

~~8.7 In case this Agreement is made in both English and Russian languages, the version in Russian shall prevail.~~

9. Settlement of Disputes

~~9.1 No claims of the Corporate Client related to changes in the fares, flight network and flight schedule of the Carrier may be accepted for consideration.~~ The Parties shall endeavor to settle any disputes and disagreements that may arise out of this Agreement or in connection therewith through negotiations.

9.2. If it is impossible to resolve disputes through negotiation, ~~they are subject to consideration~~ the related disputes will be passed on to the Italian competent judicial authority.

~~—In the Arbitration Court of Moscow, if a Corporate Client is a Russian resident; or~~

~~in the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation, if a Corporate Client is not a Russian resident. The language of the proceedings will be Russian.~~

10. Stamp duty and registration

The present agreement is subject to registration according to the law; registration fees are charged to the requesting part. It is subject to the stamp duty charged to the University and will be paid by the same in a virtual, just authorization of the Messina Revenue Agency n. 67760 of 2010.

11. Legal Addresses, Banking Details, and Signatures of the Parties