

# PUBLIC OFFER

(hereinafter, the "Contract")

ANCOR JSC (registered address: 5 Ostapovsky Proezd, Bldg. 12, Floor 2, Office 200, Moscow, 109316 Russian Federation, INN 7725822628), hereinafter referred to as the "Operator," represented by General Director S. N. Salikov, acting under the Articles of Association, on the one hand, and an individual who fully and unconditionally accepts the terms of this Contract of Adhesion in accordance with Articles 428 and 435 of the Civil Code of the Russian Federation and the Federal Law No. 152-FZ dated July 27, 2006 "On Personal Data" and who has expressed acceptance of this Offer by:

- posting their personal data on the Operator's websites (filling out the questionnaires and forms);
- responding to a vacancy on the Operator's websites;
- marking the acceptance of the terms of the Offer ("check marks") on the Operator's websites;
- sending a CV via the Operator's website or by e-mail,

thereby having confirmed their agreement to the following terms and conditions, hereinafter referred to as the "Applicant," on the other hand, collectively referred to as the "Parties," have entered this Contract as follows:

## 1. SUBJECT MATTER OF THE CONTRACT

1.1. The Applicant shall provide their personal data for the purpose of assisting them in employment or organizing another type of cooperation between the Applicant and a possible employer, informing the Applicant about emerging career opportunities, conducting a preliminary interview for employment or other type of cooperation, providing services / performing work by the Applicant under a civil contract, and for the purpose of fulfillment activities related to human resource management and labor market analytics by the Operator, and the Operator shall process the Applicant's personal data exclusively for these purposes in accordance with the laws of the Russian Federation.

## 2. CONDITIONS FOR THE APPLICANT'S PERSONAL DATA PROCESSING

2.1. The Applicant's personal data shall be processed by the Operator exclusively for the performance of the purposes stated in Clause 1.1. hereof.

2.2. The scope of personal data transmitted for the processing shall include:

- name, patronymic, surname;
- gender;
- photo;
- contact phone number;
- email address;
- date of birth;
- citizenship;
- city and area of residence;
- address of personal web page in social networks;
- readiness for relocation and business trips;
- marital status;
- information about education and specialty;
- information about previous jobs;
- computer proficiency level;
- foreign language proficiency level;
- information about the special professional skills;
- salary expectations;
- other personal data that I consider necessary to include in my CV;
- recommendations from previous employers.

2.3. In order to achieve the purposes stated in Clause 1.1. hereof, the Applicant's personal data may be transferred to third parties that are legal entities related to the Operator's Group of Entities<sup>1</sup>, the Operator's Clients, and the Operator's Group's of Entities Clients(hereinafter referred to as the "Operator's Clients")<sup>2</sup>.

2.4. For the purpose of the Operator's information systems' technical support, the processing of the Applicant's personal data may be entrusted to TeamService LLC (21 Entuziastov Shosse, Bldg. 2, Moscow, 111024 Russian Federation), Heliosoft LLC

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<sup>1</sup> The term "group of persons" is used within the meaning provided in Article 9 of Federal Law No. 135-FZ dated July 26, 2006 "On the Protection of Competition."

<sup>2</sup> The Applicants' data can only be transferred to the Operator's Clients and the Operator's Group of Persons who are potential employers for the Applicants.

(19 Leninskaya Sloboda St., Moscow, 115280 Russian Federation) and Friendwork LLC (Leningrad 5th V.O., 70 letter a, room No. 45 / 40n, St. Petersburg, 199178 Russian Federation)

- 2.5. The Operator shall not provide personal data to third parties without the Applicant's consent and shall require this from other entities which have obtained access to the personal data unless otherwise provided by the applicable laws of the Russian Federation.
- 2.6. The Operator shall process the personal data by actions (operations), including collection, recording, systematization, accumulation, storage, clarification (updating, changing), extraction, usage, transfer (provision, access), blocking, deletion, destruction.
- 2.7. The personal data shall be processed until the termination of this Contract.

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

- 3.1. In accordance with the subject matter of this Contract, the Applicant shall:
  - 3.1.1. Provide true, accurate, and complete personal data.
  - 3.1.2. Clarify (update) the personal data provided to the Operator, as necessary.
  - 3.1.3. Not introduce themselves as someone else or on behalf of someone else, not to mislead the Operator about their identification in any other way.
- 3.2. The Applicant has the right to:
  - 3.2.1. Get information about the Operator, its location, whether the Operator process personal data related to the Applicant and the sources of obtaining personal data by sending a request to the Operator's general address [privacy@ancor.ru](mailto:privacy@ancor.ru).
  - 3.2.2. Get information about third parties to which the Applicant's personal data processed by the Operator is transferred.
  - 3.2.3. Clarify their personal data, request their blocking or destruction if the personal data is incomplete, outdated, unreliable, illegally obtained, or not necessary for the stated purpose of processing, and take measures provided for by law to protect their rights.

### **4. RIGHTS AND OBLIGATIONS OF THE OPERATOR**

- 4.1. In accordance with the subject matter of this Contract, the Operator shall:
  - 4.1.1. Process the Applicant's personal data exclusively for the specified purpose and under the conditions established by this Contract and the applicable laws of the Russian Federation;
  - 4.1.2. Make changes to the personal data under a reasonable written request of the Applicant;
  - 4.1.3. Terminate the personal data processing and destroy the personal data of the Applicant at their reasonable request;
  - 4.1.4. Protect the personal data provided by the Applicant from unauthorized usage, distortion, destruction, or alteration;
  - 4.1.5. Change, clarify, block, or destroy the Applicant's personal data within thirty days from the date of receipt of the Applicant's reasonable written request.
- 4.2. The Operator has right to:
  - 4.2.1. Stop the personal data processing and destroy the Applicant's data if there are serious grounds to believe that the data provided by the Applicant is incorrect.
  - 4.2.2. Use personal data exclusively in the interests of the Applicant during the Operator's activities that do not contradict the subject matter of this Contract and the stated purposes.
  - 4.2.3. Make recommendations to the Applicant to improve the presentation of their personal data posted in the form of a CV and make technical edits to the information about the Applicant processed by them.

### **5. RESPONSIBILITY OF THE PARTIES**

- 5.1. The Party which is guilty of violating the rules of the processing and protection of the personal data shall bear civil and administrative responsibility in accordance with the applicable laws of the Russian Federation.

### **6. TERM OF THE CONTRACT**

- 6.1. This Contract shall come into force from the moment of Applicant's acceptance of its terms and shall be concluded until the Operator or the Applicant withdraw from this Contract in the manner specified below, or the Contract is terminated by agreement of the Parties.
- 6.2. This Contract may be terminated by agreement of the Parties or at the will of one of the Parties:
  - 6.2.1. The claim for termination of the Contract at the Applicant's will must contain the full name of the Applicant, email address, and mobile phone number.

6.2.2. The Applicant can write the claim for termination on paper in any office of the Operator or send it to the office by Russian Post.

6.2.3. The Applicant can send the claim for termination in electronic form by e-mail to [privacy@ancor.ru](mailto:privacy@ancor.ru).

6.3. If this Contract is terminated, the Operator shall be obliged to stop processing and destroy personal data within a period not exceeding thirty days from the date of the specified claim receipt, except in cases provided by applicable laws, when the personal data processing is allowed without the personal data subject's consent.

## **7. FINAL PROVISIONS**

7.1. The Operator shall carry out processing of the Applicant's personal data, that is corresponding to the stated purpose, free of charge.

7.2. This Contract shall not be an agreement between the Operator and the Applicant on the employment of the latter and shall not guarantee the Applicant employment.

7.3. This Contract may not be understood as the establishment of agency relations, partnership relations, joint activity relations, personal employment relations, or any other relations between the Operator and the Applicant that are not expressly provided for in this Contract.

7.4. The terms of this Contract, except as provided in Clause 7.1. hereof, may be changed by the Operator unilaterally. If the Operator decides to change the terms of this Contract, the Operator will post a notice of such a change on its official Website and provide the Applicant with an opportunity to get acquainted with the new terms at least one (1) calendar month before such changes come into force.

7.5. If the Applicant does not agree with the new terms of the Contract, the Applicant shall be obliged to send the Operator a refusal to accept the new terms of the Contract before the changes come into force, in accordance with Clause 6.2. hereof. The receipt by the Operator of a written refusal and the destruction of personal data shall mean the termination of this Contract. Non-receipt of such a refusal by the Operator within the period specified in Clause 7.4. shall be an expression of the Applicant's full and unconditional consent to the new terms of this Contract.

7.6. The relations of the Parties not regulated by this Contract shall be regulated by the applicable laws of the Russian Federation.

7.7. In the event of disputes, the Parties shall take all reasonably necessary measures to resolve them through negotiations. If the Parties do not reach an agreement during negotiations within ten (10) calendar days, the disputes shall be resolved in court established by the applicable laws at the location of the Operator.

General Director

ANCOR JSC

Salikov S. N.