

APPROVED
by Resolution of the General Meeting of Shareholders
of
MOSTOTREST OJSC,
Minutes 17 dated 29 June 2007
Chairperson of the General Meeting

_____ P.P. Kurakin

REGULATIONS
on the Internal Audit Commission
of MOSTOTREST Open Joint Stock Company

Moscow
2007

1. General provisions

1.1. These Regulations have been developed in accordance with the Civil Code of the Russian Federation, the Federal Law "On Joint Stock Companies", other regulatory acts of the Russian Federation, and the Articles of Association of MOSTOTREST Open Joint Stock Company (hereinafter referred to as "the Company") and determine the objectives and guidelines for the Internal Audit Commission, also regulating its relations with the Company's governing bodies and structural subdivisions.

1.2. The Internal Audit Commission is the Company's standing corporate compliance body, exercising regular control over the Company's business operations, its separate divisions, the officers of the Company's governing bodies and structural subdivisions with respect to compliance with the legislation of the Russian Federation, the Company's Articles of Association and other internal documents.

1.3. The Internal Audit Commission shall act in the interests of the Company, reporting to the General Meeting of Shareholders.

1.4. The Internal Audit Commission shall be independent of the officers of the Company's governing bodies and the heads of its structural subdivisions.

1.5. The Internal Audit Commission shall be guided by the legislation of the Russian Federation, the Company's Articles of Association, these Regulations, and other internal documents of the Company approved by the General Meeting of Shareholders.

2. Objectives of the Internal Audit Commission

2.1. The key objectives of the Internal Audit Commission are:

- a) to exercise control over the Company's business activities;
- b) to ensure compliance by the Company's business operations with the legislation of the Russian Federation and the Company's Articles of Association;
- c) to provide an independent assessment of information regarding the Company's financial status.

3. Chairperson and Secretary of the Internal Audit Commission

3.1. The Chairperson of the Internal Audit Commission is elected by the members of the Internal Audit Commission from among themselves by a majority of the votes of the elected members of the Internal Audit Commission. The members of the Internal Audit Commission may, at any time, reelect the Chairperson of the Internal Audit Commission by a majority of the votes of the elected members of the Internal Audit Commission.

3.2. The Secretary of the Internal Audit Commission is elected by the members of the Internal Audit Commission from among themselves by a majority of the votes of the elected members of the Internal Audit Commission. The members of the Internal Audit Commission may, at any time, reelect the Secretary of the Internal Audit Commission by a majority of the votes of the elected members of the Internal Audit Commission.

3.3. The Chairperson and the Secretary of a newly elected Internal Audit Commission must be elected within 15 (fifteen) business days of the said Internal Audit Commission being elected.

4. Rights and obligations of the Internal Audit Commission

4.1. When performing its functions, the Internal Audit Commission shall be guided exclusively by the legislation of the Russian Federation, the Company's Articles of Association and resolutions of the General Meeting of Shareholders.

4.2. The Internal Audit Commission has the following powers:

- 1) unhindered access to all of the Company's working premises;

2) sealing of the Company's money storage facilities, warehouses, archives and other service rooms for the period of audit of the valuables and documents kept therein;

3) withdrawal of certain documents from the files (but leaving a withdrawal certificate and copies of the documents withdrawn) if any fakes, falsifications or other irregularities are detected during an audit;

4) requesting of written explanations from officers of the Company's governing bodies, heads and employees of its structural subdivisions on issues arising during an audit;

5) giving of instructions to officers of the Company's governing bodies and heads of its structural subdivisions to take immediate measures in connection with detected irregularities if failure to take such measures might lead to the loss of valuables or documents, or give rise to further irregularities;

6) request of Extraordinary General Meetings of Shareholders and Board of Directors' meetings in the manner stipulated in the legislation of the Russian Federation, the Company's Articles of Association and these Regulations;

7) request, from officers of the Company's governing bodies, heads of the Company's separate divisions and structural subdivisions, of documents and materials the Internal Audit Commission needs to inspect the Company's business operations;

8) proposal of disciplinary and financial liability measures against Company employees, including executive officers, who breach the Company's Articles of Association and internal documents, for consideration by the Company's executive officers.

4.3. The Chairperson of the Internal Audit Commission shall:

1) convene and conduct meetings of the Internal Audit Commission;

2) approve the agenda for meetings of the Internal Audit Commission, also addressing issues related to preparation and holding of meetings of the Internal Audit Commission;

3) organise the day-to-day activities of the Internal Audit Commission;

4) represent the Internal Audit Commission at General Meetings of Shareholders and Board of Directors' meetings;

5) sign the Minutes of meetings of the Internal Audit Commission and other documents on behalf of the Internal Audit Commission.

4.4. The Secretary of the Internal Audit Commission shall:

1) keep the Minutes of meetings of the Internal Audit Commission;

2) ensure that the Company's governing bodies are notified in a timely fashion of the results of the audits carried out, providing copies of the opinions (statements) of the Internal Audit Commission;

3) prepare and sign the Minutes of meetings of the Internal Audit Commission;

4) oversee records management, document management and storage of documents of the Internal Audit Commission;

5) ensure that the members of the Internal Audit Commission are notified of meetings of the Internal Audit Commission, scheduled and unscheduled audits of the Company's operations;

6) perform other functions envisaged herein.

4.5. The members of the Internal Audit Commission shall:

1) take part in meetings of the Internal Audit Commission and in inspecting the Company's business operations;

2) ensure the confidentiality of information obtained thereby during audits and prevent unsanctioned disclosure thereof;

3) in the manner stipulated in the Company's Articles of Association, request that an Extraordinary General Meeting of Shareholders be convened in the event of real threats to the Company's interests;

4) report the results of scheduled and unscheduled audits of the Company's business operations at General Meetings of Shareholders, as well as detected violations by members of the Board of Directors and other executive officers of the Company of the legislation of the Russian Federation, the Company's Articles of Association and other internal documents;

5) submit annual opinions based on audits of the Company's activities during the relevant period, including assessment of the Company's annual report, to the Board of Directors at least 45 (forty-five) days before the Annual General Meeting of Shareholders.

4.6. The members of the Internal Audit Commission shall not be members of the Board of Directors at the same time, nor shall they occupy any other positions on the Company's governing bodies.

4.7. The Internal Audit Commission, in accordance with its decision to carry out a check (audit), may invite experts in the relevant areas (law, economics, finance, accounting, management, economic security, etc.), including institutes specialising in the relevant area, to take part in the check (audit).

4.8. During their term as members of the Internal Audit Commission and for two years thereafter, persons who are (were) members of the Internal Audit Commission or perform(ed) the functions of Secretary the Internal Audit Commission shall observe confidentiality in respect of the information they obtained as a result of their involvement with the Internal Audit Commission, provided that this information is not in the public domain (confidential information).

The members of the Internal Audit Commission and the Secretary of the Internal Audit Commission may receive the said information on the condition of signing a Confidentiality Agreement with the Company (Appendix 1 hereto).

5. Organising the work of the Internal Audit Commission

5.1. Meetings of the Internal Audit Commission shall be held and audits of the Company's operations conducted in compliance with the approved annual Work Plan of the Internal Audit Commission, unless otherwise provided for herein.

5.2. The Work Plan of the Internal Audit Commission shall be approved by the Internal Audit Commission within 45 (forty-five) days of a new Internal Audit Commission being elected by the General Meeting of Shareholders. The Chairperson of the Internal Audit Commission shall draft the Work Plan of the Internal Audit Commission and present it to the Internal Audit Commission for approval.

5.3. The Work Plan of the Internal Audit Commission shall include:

- 1) audit targets (areas of the Company's financial and business operations, separate avenues of the Company's activities);
- 2) the audit method for each of the proposed targets (documentary audit or audit at the location of the target (field audit));
- 3) the time schedule for audits of the Company's operations; the approximate timing of audits (annual, quarterly);
- 4) the time schedule for meetings of the Internal Audit Commission to discuss preparation and conduct of audits of the Company's operations;
- 5) a list of financial and/or commercial documentation required for the audit of each of the audit targets;
- 6) appointment of members of the Internal Audit Commission responsible for preparation of audits, collection of information and the requisite documents and materials;
- 7) other issues related to organisation of meetings of and audits by the Internal Audit Commission.

6. Meetings of the Internal Audit Commission

6.1. Meetings of the Internal Audit Commission shall be convened to address organisational matters relating to the Internal Audit Commission, and also before and after each audit.

6.2. The following issues concerning preparation and conduct of a forthcoming audit shall be

considered at a meeting of the Internal Audit Commission before each audit:

- 1) determining the audit target (accounting and statistical documents, etc.);
- 2) determining the manner, timeline and scale of the audit;
- 3) determining the list of information and materials required for carrying out the audit, the methods and sources for obtaining them;
- 4) determining the list of persons to be invited to take part in the audit (to provide explanations and clarify certain matters);
- 5) setting the date of a meeting of the Internal Audit Commission for summing up the results of an audit;
- 6) appointing a member of the Internal Audit Commission responsible for drafting the opinion (statement) of the Internal Audit Commission to be presented at the meeting of the Internal Audit Commission following the audit;
- 7) addressing other issues.

A meeting of the Internal Audit Commission on matters related to preparing and conducting an audit may be conducted without the members of the Internal Audit Commission being present, by means of absentee voting (polling).

6.3. The following shall be carried out at the meeting of the Internal Audit Commission following each audit:

- 1) discussion of the information obtained as a result of the audit, and the methods by which it was obtained;
- 2) summing up of the results of the audit;
- 3) summarising of the conclusions and preparation of proposals based on the results of the audit;
- 4) determination and analysis of the causes of violations of the legislation of the Russian Federation and the Company's Articles of Association, discussion of possible ways to rectify such violations and prevent them recurring in the future;
- 5) decision-making on whether to request the Company's governing bodies, their officers and heads of structural subdivisions to remedy irregularities uncovered by the audit; imposition of sanctions on those at fault;
- 6) decision-making on other matters related to summing up the results of the audit.

6.4. Regular meetings of the Internal Audit Commission shall be held according to the Work Plan of the Internal Audit Commission.

6.5. Extraordinary meetings of the Internal Audit Commission shall be convened by the Chairperson of the Internal Audit Commission on his/her own initiative or on the initiative of any member of the Internal Audit Commission, and also on the basis of resolutions of General Meetings of Shareholders, the Board of Directors, or at the request of Company's shareholders holding at least 10 per cent of the Company's voting shares to carry out an audit of the Company's business operations.

6.6. When preparing a meeting of the Internal Audit Commission, the Chairperson of the Internal Audit Commission shall:

- 1) set the date, time and venue of the meeting (summing up the results of absentee voting);
- 2) determine the form of the meeting (in presentia, in absentia);
- 3) approve the agenda for the meeting;
- 4) determine the list of materials and documents (information) required for considering the agenda items of the meeting of the Internal Audit Commission;
- 5) determine the list of persons to be invited to participate in the meeting of the Internal Audit Commission (if the meeting is in the form of joint attendance);
- 6) address other matters related to preparation of the meeting of the Internal Audit Commission.

6.7. Notices of meetings of the Internal Audit Commission shall be sent by the Secretary of the Internal Audit Commission to each member of the Internal Audit Commission, together with the materials (information) and ballot sheet in the format given in Appendix 2 hereto, at least 5 (five)

business days before the meeting (expiry of the time for accepting the ballot sheets), unless otherwise provided for herein.

Notices of meetings of the Internal Audit Commission for summing up the results of an audit shall be sent at least 2 (two) business days before the meeting.

Notices and materials (information) on the agenda items can be provided to the members of the Internal Audit Commission by personal delivery, fax or email.

6.8. When completing the ballot sheet, members of the Internal Audit Commission shall leave uncrossed only one voting option ("for", "against", "abstained") for each agenda item.

The completed ballot sheet shall be signed by the member of the Internal Audit Commission, specifying his/her last name and initials.

6.9. The original of the completed and signed ballot sheet shall be sent by the member of the Internal Audit Commission within the time period specified therein, by fax or email, to the Secretary of the Internal Audit Commission (followed by the original of the ballot sheet sent to the address specified therein).

6.10. Members of the Internal Audit Commission whose ballot sheets are received by the Secretary of the Internal Audit Commission, delivered in original or sent by fax or email, before the deadline for accepting the ballot sheets specified therein shall be deemed to have taken part in the absentee voting.

6.11. Unsigned ballot sheets and forms received after expiry of the period specified therein shall be deemed invalid and shall be disregarded when determining a quorum requisite for passing a resolution by absentee voting, counting the votes and summing up the results of the voting.

Ballot sheets completed in violation of the requirements specified in Paragraph 1, Clause 6.8 shall be disregarded when calculating the votes on the relevant issue.

6.12. In the event that violations of the legislation of the Russian Federation, the Company's Articles of Association and other internal documents related to the Company's operations are identified, the Chairperson of the Internal Audit Commission shall convene an extraordinary meeting of the Internal Audit Commission to consider matters related to such an extraordinary meeting.

6.13. In the event that violations specified in Clause 6.12 are identified, a member of the Internal Audit Commission shall send a written statement to the Chairman of the Internal Audit Commission, describing the nature of the violations and the persons responsible, within 2 (two) business days of such violations being detected.

6.14. In the cases envisaged in Clauses 6.12 and 6.13, the Chairperson of the Internal Audit Commission shall convene an extraordinary meeting of the Internal Audit Commission in the form of joint attendance within 2 (two) business days of receiving information about the violations being detected.

6.15. A meeting of the Internal Audit Commission in presentia shall consist of the following stages:

- 1) opening of the meeting by the Chairman of the Internal Audit Commission;
- 2) determination of a quorum for the meeting;
- 3) announcement of the agenda items;
- 4) speeches and reports on the agenda items, discussion thereof;
- 5) announcement by the Chairperson of the Internal Audit Commission of draft resolutions on the agenda items;
- 6) voting on the agenda items;
- 7) summing up of the results of voting;
- 8) announcement of the resolutions of the Internal Audit Commission on the agenda issues.

6.16. An absentee meeting of the Internal Audit Commission shall consist of the following stages:

- 1) acceptance and counting of the ballot sheets submitted by the members of the Internal Audit Commission within the time frames specified in the ballot sheet for absentee voting;
- 2) determination of a quorum for the meeting of the Internal Audit Commission;

3) tallying of the votes on the submitted ballot sheets, and summing up of the results of the voting;

4) keeping of the Minutes of the meeting of the Internal Audit Commission.

6.17. A meeting of the Internal Audit Commission is valid (has a quorum) if more than half the members of the Internal Audit Commission take part in it. If a quorum is lacking, such a meeting of the Internal Audit Commission shall be postponed for no more than 10 (ten) days.

6.18. Resolutions on the agenda items of meetings of the Internal Audit Commission shall be passed by a majority of the votes of the members of the Internal Audit Commission.

When resolving issues at a meeting of the Internal Audit Commission, each member of the Internal Audit Commission shall have one vote. In the event of a tied vote, the Chairperson of the Internal Audit Commission shall have the deciding vote.

6.19. The Secretary of the Internal Audit Commission shall keep the Minutes of the meetings of the Internal Audit Commission.

6.20. The Minutes of the Internal Audit Commission shall contain:

1) date, time and venue of the meeting (summing up of the results of the voting);

2) the list of the members of the Internal Audit Commission and persons present at the meeting (participating in absentee voting);

3) information on the quorum at the meeting;

4) items on the agenda for the meeting;

5) key ideas of the speeches and reports on the agenda items (applies only to meetings in presentia);

6) results of the voting;

7) resolutions passed by the Internal Audit Commission.

6.21. The Minutes of a meeting of the Internal Audit Commission shall be prepared in two counterparts within 2 (two) days of the meeting (summing up of the results of absentee voting), and shall be signed by the Chairperson and Secretary of the Internal Audit Commission.

The members of the Internal Audit Commission shall be informed of the voting results and resolutions passed by the Secretary of the Internal Audit Commission within one day of the Minutes being drawn up.

6.22. The Company shall keep the Minutes of meetings of the Internal Audit Commission and provide them to Company shareholders at their request.

7. Conducting of audits

7.1. Scheduled audits of the Company's business activities shall be carried out according to the approved Work Plan of the Internal Audit Commission.

7.2. Extraordinary audits of the Company's business activities shall be carried out:

1) on the basis of resolutions of the Internal Audit Commission;

2) on the basis of resolutions of the General Meeting of Shareholders and the Board of Directors;

3) at the request of Company shareholder(s) holding at least 10 (ten) per cent of the Company's voting shares.

7.3. Unless otherwise established by resolutions of the Internal Audit Commission, the General Meeting of Shareholders and the Board of Directors on conducting an extraordinary audit, the meeting of the Internal Audit Commission to be conducted in accordance with Clause 6.2 shall be held within 10 (ten) days of:

1) receipt by the Internal Audit Commission of a resolution on conducting an unscheduled audit;

2) receipt by the Chairperson of the Internal Audit Commission of a resolution of the General Meeting of Shareholders or the Board of Directors on conducting an extraordinary audit;

3) receipt of a request from a Company shareholder(s) holding a total of 10 (ten) per cent of the Company's voting shares.

7.4. Audits of the Company's business operations shall include:

1) determining the regulations governing the audited area of the Company's activities;

2) gathering and analysing the Company's financial and commercial documents, accounting and statistical reports and other Company documents, receiving written and verbal explanations related to the audit target;

3) inspecting warehouses, archives and other service rooms of the Company;

4) detecting any inconsistencies between the Company's business operations and the effective legislation of the Russian Federation, distorted or false representation of the Company's activities in the accounting, statistical and other documents of the Company;

5) taking other steps to ensure a comprehensive and unbiased audit of the Company's business operations within the powers of the Internal Audit Commission stipulated herein.

7.5. When conducting audits, the members of the Internal Audit Commission may request the documents and materials they require from the Company's governing bodies, heads of the Company's separate divisions, executive officers and other persons holding the requisite documents and materials.

The requested documents and materials shall be presented to the members of the Internal Audit Commission within 2 (two) business days of the relevant request being received.

7.6. Members of the Internal Audit Commission shall have access to the documents, records, business correspondence and other information related to the target of audit.

7.7. When conducting audits, the members of the Internal Audit Commission shall properly examine the obtained documents and materials related to the audit target.

7.8. The Company's executive officers, heads of its separate divisions and structural subdivisions shall:

1) provide the conditions for effective conduct of the audit, supplying the members of the Internal Audit Commission with all requisite information and documents, also furnishing verbal and written explanations at their request;

2) quickly rectify all irregularities uncovered by the Internal Audit Commission, including in terms of accounting record keeping and financial reporting;

3) during audits, prevent any actions aimed at restricting the range of issues to be clarified during the audit.

8. Opinion (statement) of the Internal Audit Commission

8.1. On the basis of the results of the audit of the Company's business activities, the Internal Audit Commission shall prepare an opinion (statement), which shall be the Company's internal control document.

8.2. An opinion (statement) of the Internal Audit Commission shall consist of three parts: introductory, analytical and final.

8.3. The introductory part of the opinion (statement) of the Internal Audit Commission shall include:

1) full corporate name of the Company;

2) date and place the opinion (statement) is drawn up;

3) date (period) and place of the audit;

4) grounds for the audit (resolution of the Internal Audit Commission, the General Meeting of Shareholders, the Board of Directors, requests by a shareholder(s) in the Company);

5) purpose of the audit (determining the lawfulness of the Company's activities, establishing the authenticity of accounting and other documents, their compliance with the legislation of the Russian Federation, etc.);

6) audit target (specific activities of the Company, financial and commercial documents, including financial and statistical reports, etc.);

7) the list of regulatory and other documents governing the Company's activities that were used during the audit.

8.4. The analytical part shall provide an unbiased assessment of the condition of the audited item, including:

1) general results of auditing the Company's accounting and financial reports and other documents related to the Company's business activities;

2) general results of auditing compliance by the Company's business operations with the legislation of the Russian Federation.

8.5. The final part of the opinion (statement) of the Internal Audit Commission shall contain reasoned conclusions of the Internal Audit Commission and it shall:

1) confirm the accuracy of the information contained in the Company's reports and other financial documents;

2) provide information on any failure by the Company's account record keeping, financial reporting or business operations to comply with the legislation of the Russian Federation;

3) offer recommendations and proposals for rectifying the reasons for and consequences of the established violations against the legislation of the Russian Federation, the Company's Articles of Association and internal documents.

8.6. An opinion (statement) of the Internal Audit Commission shall be prepared in 3 (three) counterparts within 10 (ten) days of the end of the audit, and it shall be signed by all members of the Internal Audit Commission and the invited experts at the meeting of the Internal Audit Commission held after the audit. The opinion (statement) shall bear a mark confirming that it has been read by the General Director and the Chief Accountant.

In the event of any differences among the members of the Internal Audit Commission on any matter, such differences (remarks) shall be recorded when the opinion (statement) of the Internal Audit Commission is signed, which may take the form of a special opinion of such members of the Internal Audit Commission. In this case, a special opinion signed by a member of the Internal Audit Commission or an expert shall be attached to the opinion (statement) the Internal Audit Commission.

One copy of the opinion (statement) shall be kept by the Secretary of the Internal Audit Commission, one copy shall be sent to the Chairperson of the Board of Directors, and one – to the General Director.

8.7. The Company shall keep special opinions (statements) of the Internal Audit Commission, providing access to them at the request of a Company shareholder(s).

CONFIDENTIALITY AGREEMENT

Moscow

"__" _____ 200_

MOSTOTREST Open Joint Stock Company, hereinafter also referred to as "the Disclosing Party", represented by its General Director _____, acting under the Articles of Association, and _____, hereinafter referred to as "the Counterparty", hereinafter collectively referred to as "the Parties", have agreed as follows:

Preamble

In connection with exercising its rights and performing its obligations as a member of the Internal Audit Commission¹ of MOSTOTREST OJSC, the Counterparty obtains access to confidential information. Within the framework of this Agreement, the Parties agree on the terms regarding the restricted use and disclosure of such information.

Confidentiality and restricted use

1. For the purposes of this Confidentiality Agreement, the term "Confidential Information" shall mean all or part of information of any kind, whether in verbal, written or electronic format, pertaining to MOSTOTREST OJSC (hereinafter referred to as "the Disclosing Party") and related to its business activities, operations, technology, clients and/or supplies, which has actual or potential commercial value by virtue of being unknown to third parties, and which is provided by the Disclosing Party or other persons to the Counterparty in connection with exercise by the Counterparty of the powers of a member of the Internal Audit Commission of MOSTOTREST OJSC, together with all the archive records and copies of such information and extracts therefrom, contained in any media.

The Counterparty shall keep the Confidential Information with the same degree of care as its own Confidential Information, and such Confidential Information shall not be used or reproduced, or referred to by the Counterparty for any purposes unrelated to the exercise by the Counterparty of its rights and performance of its obligations as a member of the Internal Audit Commission of MOSTOTREST OJSC. The Confidential Information shall not be disclosed by the Counterparty to any third party, whether an individual or a legal entity.

2. The Counterparty shall not provide the Confidential Information to any other persons (including by way of "advice" or in any other form) who use or might use it for purposes that lead or might lead to its disclosure or any other unlawful or prohibited use according to the effective legislation and this Agreement, including using such information for personal enrichment or contributing to the enrichment of any other persons, regardless of whether or not such person is affiliated with the Counterparty.

If the Confidential Information is used for the abovementioned purposes, the Counterparty shall promptly cease such actions, and MOSTOTREST OJSC may demand compensation for damage in accordance with the effective legislation.

The Counterparty shall inform the Board of Directors of MOSTOTREST OJSC of all its planned and/or signed transactions with the securities of MOSTOTREST OJSC, subsidiaries and affiliated companies of MOSTOTREST OJSC.

¹ When signing the Agreement, the Secretary of the Auditing and Compliance Committee shall introduce relevant amendments into the text.

3. The Counterparty shall be liable for the actions of its affiliated persons in accordance with the effective legislation, including, without restriction, his/her husband (wife), parents, children, full- or half-brothers and sisters, adoptive parents and adopted children, or any other persons viewed as affiliated persons according to the effective legislation, in relation to the Confidential Information received from the Counterparty, which led or might lead to its disclosure or any other unlawful use, including use of such information for personal enrichment or for contributing to the enrichment of third parties, or if such use inflicts harm on MOSTOTREST OJSC.

4. This Agreement shall not be viewed as a document providing the Counterparty with any licence rights or any other rights in relation to the Confidential Information and its further use.

Unless otherwise agreed in a separate written agreement signed by the Parties, all the Confidential Information shall remain the property of the Disclosing Party.

5. Obligations imposed by this Agreement on the Parties hereto shall not prevent the Disclosing Party from transferring any Confidential Information to its financial, legal or other consultants and any other third parties working in the interests of the Disclosing Party, who need to know such Confidential Information and who have signed a relevant written confidentiality agreement prior to the transfer of such information.

The Confidential Information received by the Counterparty from the Disclosing Party may be provided to third parties if this is required by the legislation of the Russian Federation or if the possibility of such disclosure is envisaged by this Agreement or any other written agreement between the Parties.

The Counterparty may only disclose the Confidential Information to government agencies, other state bodies or local government bodies on the basis of their reasoned requests, signed by authorised officers and specifying the purpose and legal consequences of the request for such information. If the Counterparty receives such a request or any other request to provide Confidential Information, the Counterparty shall promptly notify the Disclosing Party in writing.

Return of Confidential Information

6. According to the requirements of the Disclosing Party, all Confidential Information or part thereof, in any form, that the Counterparty receives from the Disclosing Party or for the Disclosing Party, shall be returned or, if this is impossible, shall be destroyed within 3 (three) days of receiving such a demand, and no copies of such information, nor data related thereto, nor extracts therefrom, in any form, shall remain with the Counterparty, and the Counterparty shall not thereafter use or reproduce such information, either in whole or in part, for any purposes whatsoever.

Duration and Termination

7. This Confidentiality Agreement takes effect upon its signing and expires 360 (three hundred and sixty) days thereafter.

Expiry of the term of this Agreement shall not release the Counterparty from its obligation to perform the duties imposed thereby in relation to the Confidential Information transferred to the Counterparty or purchased by it, until expiry of the term of this Agreement, and such obligations shall survive expiry of this Agreement by 2 (two) years.

Governing law

8. This Confidentiality Agreement shall be governed by the legislation of the Russian Federation.

Any claims and disputes arising out of this Agreement or otherwise related hereto or legal relations established hereby shall be referred by the Parties to a competent court at the location of MOSTOTREST OJSC.

Miscellaneous

9. Once signed, this Confidentiality Agreement represents the entire agreement between the Parties in relation to its subject-matter, replacing and annulling all previous contracts, agreements, documents, minutes, etc., whether in verbal or written form, between the Parties and concerning the subject-matter of this Agreement.

Any amendments to this Confidentiality Agreement shall only be valid if made in writing and signed by both Parties.

This Agreement is executed in two identical counterparts, one for each Party.

Date of Agreement, details and signatures of the Parties

**INTERNAL AUDIT COMMISSION
of MOSTOTREST Open Joint Stock Company**

B A L L O T S H E E T

for absentee voting on agenda issues

Issue 1:

Resolution:

FOR

AGAINST

ABSTAINED

(leave your chosen option uncrossed)

Issue 2:

Resolution:

FOR

AGAINST

ABSTAINED

(leave your chosen option uncrossed)

The completed and signed ballot sheet shall be faxed to (____) _____ or emailed to _____, or the original hereof shall be delivered **no later than __ hours __ minutes Moscow time on “__” _____ 200_ .**

A ballot sheet arriving after expiry of the date and time for accepting ballot sheets shall be deemed invalid and shall be disregarded when the results of the voting are summed up.

The original of the ballot sheet shall be sent to: _____.

Member of the Internal Audit Commission
MOSTOTREST OJSC

_____/_____
(signature) (full name)

**THE BALLOT SHEET IS INVALID WITHOUT THE SIGNATURE OF THE MEMBER
OF THE INTERNAL AUDIT COMMISSION**