# MEMORANDUM OF COOPERATION AND INTERACTION WITHIN THE FRAMEWORK OF SUPPORTING COMMUNICATION AND SECURITY PROJECTS

Moscow, Russia «\_\_\_» \_\_\_\_\_\_\_\_\_\_\_\_2025

This Memorandum of Cooperation and Interaction within the Framework of Supporting Communication and Security Projects (hereinafter referred to as the “Memorandum”) is entered into on the “\_\_\_” of \_\_\_\_\_\_\_\_\_\_\_\_ 2025 between:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Russian Federation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the one hand, and

**SIGNALTEK JSC**, represented by General Director Alyasev A.A., acting on the basis of the Charter, on the other hand,

hereinafter jointly referred to as the “Parties,” and individually as a “Party,” have entered into this Memorandum as follows:

# Article 1. Subject of the Memorandum

1.1. The subject of this Memorandum is to establish a partnership and develop long-term, effective, and mutually beneficial cooperation between the Parties aimed at implementing projects in the field of mobile radio communication development and a secure access system to Internet resources.

1.2. The Parties intend to conduct their cooperation on the basis of equality, goodwill, respect, and trust, in accordance with commonly accepted practice.

1.3. In the course of implementing this Memorandum, the Parties shall conduct their activities in compliance with the applicable laws of the Russian Federation and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Parties have agreed that the applicable law for the Memorandum shall be the law of the Russian Federation and that the Memorandum is executed within the territory of Russia.

# Article 2. Areas of Cooperation

2.1. Within the framework of this Memorandum, the Parties agree to undertake joint actions to address the following tasks:

* Technological development in the field of mobile radio communication;
* Implementation of a secure access system to Internet resources, including monitoring of user activities and blocking of illegal content;
* Implementation of technical solutions to ensure lawful data interception for the purpose of conducting operational and investigative activities;
* Development of information technology, network, and telecommunications infrastructure, including hardware for data transmission, processing, and storage.

# Article 3. Forms of Interaction

# 3.1. Exchange of information (by sending communications to each other, organising meetings between representatives of the Parties, etc.) related to the area of cooperation.

# 3.2. Consultations on matters related to the activities of the Parties and of mutual interest.

# 3.3. Planning of joint activities (programme development) aimed at achieving the goals of this Memorandum.

# 3.4. Joint development of priority projects and creation of conditions for the distribution of developed products.

# 3.5. Conclusion of contracts (agreements) aimed at achieving the objectives of the Parties’ cooperation.

# Article 4. Organisation of Cooperation

# 4.1. In addition to this Memorandum, the Parties may sign a Programme of Activities for the Development of Cooperation between the Parties. The Programme shall become an integral part of this Memorandum upon its signing by the Parties.

4.2. At the mutual initiative of the Parties, they shall review the progress of the Memorandum's implementation and determine additional areas and forms of mutually beneficial cooperation.

# Article 5. Additional Provisions

5.1. The Parties expressly agree that the execution of this Memorandum does not impose any legal obligations on the Parties, does not give rise to any financial obligations, and that such obligations shall only arise upon the execution of separate agreements between the Parties.

5.2. This Memorandum is not a preliminary contract (Article 429 of the Civil Code of the Russian Federation) or a simple partnership agreement (Article 1041 of the Civil Code of the Russian Federation) and shall not serve as a basis for the Parties' liability for non-performance of its provisions (neither Party shall be liable to compensate the other Party, including (without limitation) for damages or losses incurred in connection with the performance (or non-performance), expiration, or termination of this Memorandum).

5.3. In relation to this Memorandum, neither Party shall be liable for the obligations or debts of the other Party or Parties, nor shall either Party act as an agent for the other Party or Parties without the execution of relevant separate agreements.

5.4. Each Party shall bear its own expenses arising from the performance of the provisions of this Memorandum, except where otherwise expressly agreed within the framework of specific agreements.

5.5. Neither Party shall make public statements without prior agreement with the other Party regarding matters related to their cooperation under this Memorandum.

# Article 6. Compliance with Legislation

6.1. The Parties agree that the implementation of this Memorandum, as well as of individual agreements, shall comply with all applicable laws, including those related to intellectual property.
6.2. The Parties reserve the right to enter into agreements of a similar nature, scope, and conditions with other legal entities. The Parties shall retain full freedom of choice in selecting counterparties in their activities.

# Article 7. Confidentiality

7.1. The Parties undertake to maintain the confidentiality of any information received from the other Party within the framework of this Memorandum and any agreements concluded on its basis.

7.2. The Parties undertake to keep confidential the terms of this Memorandum and all information transmitted as confidential information or which, by its nature, should reasonably be considered confidential.

# Article 8. Term and Termination of the Memorandum

8.1. This Memorandum is concluded for an indefinite period and shall come into force upon its signing by the Parties.

8.2. Either Party may unilaterally terminate this Memorandum early by providing written notice to the other Party at least ten (10) calendar days prior to the proposed termination date.

**Article 9. Force Majeure**

# 9.1. Neither Party shall be liable for failure to perform or improper performance of its obligations under this Memorandum if it can prove that such failure or improper performance was caused by events of force majeure.

# 9.2. Upon receiving information about the occurrence of force majeure events, the affected Party shall immediately notify the other Party of the occurrence of such events, providing detailed information about the events and a reasonable assessment of the duration of the force majeure period.

# 9.3. If force majeure events continue for more than thirty (30) days, the Parties shall be entitled to terminate this Memorandum by providing seven (7) days' written notice prior to the proposed termination date.

# Article 10. Final Provisions

10.1. The Parties shall take all necessary measures to resolve any disputes that may arise between them through bilateral negotiations.

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

10.3. By entering into this Memorandum, the Parties make the following representations and warranties to each other:

The Parties are legal entities duly established in accordance with the laws of the Russian Federation and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and their activities are conducted in accordance with their founding documents and the applicable laws of the Russian Federation and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

* The Parties possess all necessary powers to enter into this Memorandum;
* The individuals signing this Memorandum and all documents related thereto on behalf of the Parties are duly appointed and authorised to sign this Memorandum and all related documents;
* The execution of this Memorandum does not and will not violate any provisions of the founding documents of the Parties or the applicable laws of the Russian Federation and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

10.4. This Memorandum is executed in two copies in the Russian language, each having equal legal force, with one copy for each Party.

**Article 11. Addresses and Signatures of the Parties**

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**Contact Person:**

Irina Kryuchkova, Director of Marketing, SIGNALTEK JSC

Email: i.kryuchkova@signaltec.ru

Phone: +7 (495) 150-42-55, +7 (985) 914-05-46