

Stock Purchase Agreement No. _____

Moscow

_____,200_

MMC Norilsk Nickel hereinafter referred to as the **Buyer** represented by _____, acting under _____, on the one hand, and _____, hereinafter referred to as the **Seller**, represented by _____, acting under _____, on the other hand, jointly referred to as the Parties, have entered into the present Agreement as follows:

(If the Seller is a individual person, the words "represented by _____, acting under _____," shall be excluded from the above, and such person's passport details shall be noted (passport number, series, date of issue and issuing authority))

1. SUBJECT OF THE AGREEMENT

1.1. The **Seller** will sell to the **Buyer** and the **Buyer** will receive and pay for the following registered shares (hereinafter - the "Shares")

Issuer: OJSC MMC Norilsk Nickel

Type: ordinary registered shares

Form: non-documentary

State registration No. of the issue: _____

Nominal value: RUB 1 (one)

Number of shares: _____

Total cost of shares hereunder shall be RUB _____

RUB_____ multiplied by the number of shares

1.2 The **Seller** shall guarantee that the shares mentioned in p. 1.1 of the present Agreement belong to the **Seller** by the right of ownership and they are free of any third party rights and claims.

2. OBLIGATIONS OF THE PARTIES

2.1 The **Buyer** shall:

2.1.1 Pay for the Shares pursuant to provisions of p. 1.1. above by making a bank transfer of the sum specified in p.1.1 hereof (net of tax amount to be withdrawn by the Buyer in cases provided for by the Russian legislation) to the **Seller's** settlement account within 10 days after signing the Agreement.

2.1.2 If the **Seller** is an individual person, the **Buyer** shall provide this person with a notice specifying the amount of income received from selling his/her shares.

2.2 The **Seller** shall:

2.2.1 Perform all necessary actions to ensure the transfer of Shares to the Buyer's account within 5 days after the date of this Agreement.

2.2.2 After signing this Agreement, the **Seller** shall abstain from any actions aimed at the disposal of these Shares to the benefit of any third party other than the **Buyer**.

3. RESPONSIBILITY OF THE PARTIES

- 3.1 In the event of non-fulfillment or improper fulfillment of their obligations hereunder, the Parties shall bear financial liability as provided for by the Russian legislation in force.

4. FORCE MAJEURE

- 4.1. Neither Party shall be liable for failure to perform this Agreement fully or in due manner if such failure is caused by the acts of God, i.e. by extraordinary and inevitable events beyond the will and control of the Parties, which cannot be predicted or avoided.

5. DISPUTE SETTLEMENT

- 5.1 All disputes related to this Agreement shall be settled by the Parties through negotiations.
- 5.2 In case the Parties fail to reach an agreement in their negotiations, the dispute shall be settled by the Moscow Arbitration Court.

(If the Seller is an individual person, p. 5.2 shall be worded as follows: “In case the Parties fail to reach an agreement in their negotiations, the dispute shall be settled by juridical means in accordance with the legislation of the Russian Federation”.)

6. VALIDITY OF THE AGREEMENT

- 6.1 This Agreement shall become effective upon its signing by both Parties and shall be valid until the Parties fully execute their obligations.

7. OTHER PROVISIONS

- 7.1 Title to the Shares shall be transferred from the **Seller** to the **Buyer** at the moment when the shares are placed in the **Buyer's** account in the Register of MMC Norilsk Nickel.
- 7.2 All rights assigned to these Shares shall be transferred to the **Buyer** simultaneously with the title transfer.
- 7.3 Any expenses related to the title transfer shall be born by the **Buyer**.
- 7.4 All amendments and supplements to this Agreement shall be valid only if made in writing and signed by the authorized representatives of the Parties.
- 7.5 This Agreement is executed in two copies, one copy for each party.

8. BANKING DETAILS AND SIGNATURES OF THE PARTIES

The Seller

The Buyer

MMC Norilsk Nickel

Russian Federation, Krasnoyarsk Territory,
Dudinka

Settlement account 40702810800001014636
with AKB ROSBANK, Moscow

Corr. account 30101810000000000256

INN 8401005730

BIK 044525256

KPP 997550001

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