

Denys Zakharenko

Delegation of Authority (“Delegation”)

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1. Background

This Delegation is valid upon the second signature - that of the company’s CEO or the employee. It supersedes all prior Delegations to Denys Zakharenko.

This Delegation sets forth the authority given to the employee to enable him to carry out his obligations pursuant to his job description.

The authorizations described herein are complete and shall be interpreted restrictively.

The employee shall exercise his authority to approve transactions and projects in accordance with the *Company’s Procedure for Approval of Transactions and Projects* as amended from time to time in the document *Everyone > Group Internal\Finance180228 Procedure for Approval of Transactions and Projects EN*.

The delegated authorities below apply to Neterra EOOD, NetIX Communications AD, NetIX America EOOD, NetIX America LLC.

2. Sales Transactions approval authority

Denys Zakharenko has the following authorities:

2.1. transactions of type **"One Time Sales Discount"** and **"Recurrent Sales Discount"** Denys Zakharenko may authorize up to **€ 3000** for any **30** day period in total discounts (calculating both one time and recurrent discounts together);

2.2. transactions for the **sale of services** with approved Service Descriptions, for **sale of any goods**, Denys Zakharenko has the following authorities to approve:

2.2.1. duration of transaction ≤ **36 months**;

2.2.2. date of payment: between - **30** (negative 30) and **60** days;

2.2.3. prices (applies to all families of services):

a) allowed to authorize test services;

b) level 2 discount for services with approved Price Policy;

c) authority to determine pricing for services without approved Price Policy.

2.2.4. **final approval**.

3. Budget Items Approval Authority

Denys Zakharenko is authorized to approve transactions for **purchasing of any services and goods:**

- 3.0.1. duration of transaction \leq **36 months**;
- 3.0.2. date of payment: between - **60** (negative 60) and **120** days;
- 3.0.3. prices (applies to all goods and services) – full authority to determine pricing.
- 3.0.4. **Final approval.**

4. Project approval authority

Denys Zakharenko has the following authorizations:

4.1. Credit Check:

Authorized to approve when partners (Customers or Suppliers) in the project have outstanding (liquidated and exigible) obligations to Neterra and/or NetIX overdue for more than 60 days or the obligations overdue by the Partner to Neterra and/or NetIX for more than **60 days** are less than the obligations due by Neterra and/or NetIX to the Partner.

Separately:

4.2. where the changes in projects contain **no revenue:**

- a) revenue check: the sum of the difference in gross expense of all approved projects within any **30** day period is \leq **€ 20 000**;

4.3. where the changes in projects contain **revenue:**

- a) result check: gross result of each project is \geq **20%**;
- b) revenue check: the gross revenue of all approved changes in projects in any **30** day period is \leq **€100 000**.

4.4. **final approval for offer.**

5. Contracts signature authority

Denys Zakharenko is authorized to sign contracts and orders:

5.1. on behalf of **Neterra EOOD, Netix Communications AD, NetIX America EOOD, NetIX America LLC;**

5.2. only for approved projects;

5.3. for the sale of goods and services with a gross revenue of up to **€ 250 000**;

5.4. for the purchasing of goods and services with a gross expense of up to **€ 50 000**;

5.5. sales partnership agreements, including commission contracts, with a period up to 1 year.

6. Other type of contracts

Denys Zakharenko is authorized to sign **Independent Assignment Requests and Maintenance** contracts with Customers using RIPE resources from Neterra.

For avoiding of any doubt, other types of contracts (partnerships, commission contracts, etc.) are not part of this delegation of authority.

7. Other conditions

7.1. All amounts in this Delegation are without VAT.

7.2. All terms in this document are as defined in *Everyone > Group Internal/Legal/200519 Terms and Definitions EN*.

7.3. Signing of documents. Use of qualified electronic signature

All documents that need to be signed are signed with a qualified electronic signature.

In case documents are originally on paper, they are scanned and signed with a qualified electronic signature.

In case handwritten signature is necessary, it shall be applied on a printed copy of the document already signed with qualified electronic signature.

For avoidance of any doubt, no handwritten signature put on a paper document is deemed valid unless an electronic copy of the same document is signed with a qualified electronic signature on the same day and saved in the Neterra registers;

7.4. When signing an amendment to an existing contract, the rules of this delegation are applied against the financial parameters of the specific amendment, not for the value of the whole contract.

The undersigned with qualified electronic signature Denys Zakharenko authorized with this Delegation hereby declares:

I declare that I am aware of the terms of this Delegation and undertake to comply with them when carrying out my responsibilities pursuant to the Employment Agreement. I am informed that in the event of my failure to comply with these terms and procedures set forth herein, I will be held responsible for the harm resulting to the Company.

Signature:

Signature: