TRIAŁOGE CLUB INTERNATIONAL

MEMBERSHIP TERMS AND CONDITIONS

Moscow, December 1, 2015

1. Objectives and format of the Club

1.1. The Trialogue Club International (hereinafter - the Club) Trialogue Club International is a meeting place for diplomats, experts, businessmen, journalists and the source of exclusive information and analytics on Russian foreign policy and global security. The objective of the Club is to improve understanding and professional discussion on contemporary international issues, Russian official and expert positions, strengthening of international mutual understanding through the participation of the Club members in the regular Club meetings and obtaining exclusive information materials and consultations from the experts of the Trialogue Club and its partner organizations PIR Center, PIR Press and other think tanks.

1.2. The current work of the Club, in particular, collecting membership fee, working with the Club members, organizing the Club meetings, publication, etc., is organized by “Trialogue” Ltd.

1.3. Formats of the Club activities are:

1.3.1. Meetings of the Club - 4 times a year (quarterly) in Moscow in the format of a business breakfast and 1 time a year abroad.

1.3.2. Providing members of the Club with the Russia Confidential exclusive analytical newsletter - 12 issues per year (monthly).

1.3.3. Providing members of the Club with the "Security Index" journal in electronic and/or printed format and other publications.

1.3.4. Consulting Club members through individual counseling, providing corporate consulting services.

2. Club membership

2.1. Members of the Club can be both Russian and foreign individuals and legal entities.

2.2. Club membership can be obtained on the basis of an invitation, received by the candidate from “Trialogue” Ltd or on the basis of the recommendation of one of the Club members. Club membership can not be obtained without the proper invitation or recommendation of the Club member. The "Trialogue“ Ltd has the right to reject any such application or request.

2.3. Club members are divided into the ones of fixed-term membership and the termless ones. Termless members of the Club are its corporate founding-members PIR Center and "Trialogue" Ltd. The rest of the Club members are of the fixed-term type.

2.4. Club members are divided into individual and corporate ones. Individual members include individuals who are represented in their personal capacity. Corporate members include legal entities who are represented by two representatives.

2.5. Club membership for all fixed-term members is for a fee.
3. The rights of the Club members

3.1. Individual club members are entitled to:
3.1.1. Participate in the Club meeting in personal capacity only. Transfer of individual membership rights and of membership card is not allowed. Participation in a meeting occurs by the invitation and after presenting membership card.
3.1.2. Invite one person who is not the Club member to attend certain Club meetings. The participation of the guest is to be paid by the inviting member.
3.1.3. Receive a copy of the Russia Confidential exclusive analytical newsletter by e-mail in chosen language (English or Russian). According to the Club Terms and Conditions, the transfer of the bulletin to third parties is not allowed.
3.1.4. Receive a one copy of the "Security Index" journal in printed or electronic format in chosen language: English or Russian.
3.1.5. Participate in the public events (conferences, seminars, round tables, briefings, etc.) held by “Trialogue” Ltd and its partner organizations. The organizers reserve the right to hold these events in English, in Russian, or in both languages with the translation.
3.1.6. Receive the unlimited number of electronic publications and other materials of public character in Russian and (or) in English on the basis of the registration.
3.1.7. Have access to restricted areas of the web-site www.pircenter.org (in the club section) by a password to be provided.
3.1.8. Receive individual consulting services from experts with 25% discount.

3.2. Corporate Club members are entitled to:
3.2.1. Participate in the Club meetings in attendance of two representatives. Appointment of representatives delegated to the meeting is in each case determined by an authorized representative of corporate member of the Club at its discretion. Participation in a meeting occurs by the invitation and after presenting membership card.
3.2.2. Invite two persons who are not the Club members to take part in the Club meeting. The participation of the guests is to be paid by the inviting fixed-term member.
3.2.3. Receive two copies of the Russia Confidential exclusive analytical newsletter by e-mail in chosen language (English or Russian) or in both languages simultaneously. Share the bulletin with the other representatives of the corporate member. According to the Club Terms and Conditions, the transfer of the bulletin to third parties is not allowed.
3.2.4. Receive two copies of the "Security Index" journal in printed or electronic format in chosen language (English or Russian) or in both languages simultaneously.
3.2.5. Participate in the public events (conferences, seminars, round tables, briefings, etc.) held by “Trialogue” Ltd and its partner organizations in attendance of two representatives. The organizers reserve the right to hold these events in English, in Russian, or in both languages with the translation.
3.2.6. Receive the unlimited number of electronic publications and other materials of public character in Russian and (or) in English on the basis of the registration.
3.2.7. Have access to restricted areas of the web-site www.pircenter.org (in the club section) by a password to be provided. The password is provided to an authorized.
representative and may be used by any other representative of a corporate member. According to the Club Terms and Conditions, the transfer of the password to third parties is not allowed.

3.2.8. Receive corporate consulting services from the experts with 50% discount
3.2.9. Receive other corporate services from “Trialogue” Ltd and its partner organizations with 25% discount

4. The duties of the Club members

4.1. All fixed-term members of the Club must:
4.1.1. Pay the annual membership fee on time.
4.1.2. Inform the Club Secretariat via secretary@trialogue-club.ru or by phone +7 985 764 98 96 of changing their postal (and/or) e-mail address, other contact information to deliver the invitations and materials on time. Corporate members of the Club have to report who is their authorized representative receiving the invitations and approving representatives to obtain materials and attend meetings of the Club, and his contact information.
4.1.3. Confirm participation in the Club meeting not later than three working days before the meeting
4.1.4. Come to the Club meeting with the Club card and present it to the Secretariat per its request.
4.1.5. Comply with the confidentiality of obtained information
4.1.6. Not to share the Russia Confidential analytical newsletter, as well as the Password to the Club section of the web-site www.pircenter.org with individuals and legal entities who are not members of the Club

4.2. All individual members of the Club are invited to present their short curriculum vitae (in English and (or) in Russian) and photo to be paced in the Club section of the web-site. The response to this query is optional.

5. Meetings of the Club

5.1. Meetings of the Club are held 4 times a year (quarterly) and 1 time a year abroad in the format of a business breakfast, lunch or dinner with invited guest (speaker), who is a leading expert in the field of international security and Russian foreign policy.
5.2. Meetings of the Club are convened by the Chairman of the Club.
5.3. Chairman of the Club is appointed by a decision of director of the "Trialogue" Ltd from the leading experts in the field of international security and foreign policy, for a period of 2 years. If 90 days prior to expiration of the authority of Chairman none of the parties that nominated him expresses in written form their intention to change the Chairman, the Chairman continues to perform his duties for the next two years.
5.4. Members can express their intention to change the Chairman of the Club, which should be conveyed in writing to the Director of the "Trialogue" Ltd. In case the initiative to change the Chairman of the Club serves more than 1/3 of the Club members, Director of the “Trialogue” Ltd appoint a new Chairman of the Club.
5.5. As a rule, Chairman of the Club notifies Club members about the upcoming meeting not later than 1 week before.
5.6. The Secretariat of the Club provides interpreting into English (Russian).
5.7. Duration of the meeting is 3 hours.
5.8. A meeting can be held in fully public mode, in fully confidential mode or by the rule of Chatham House. Members of the Club are to be notified about the meeting format in advance.

5.9. If a member of the Club decides to invite a guest to take part in the meeting, this information has to be obtained by the Secretariat no later than 3 days before the meeting. The fee for a guest can be paid in advance, during the meeting (in cash), or within 3 days after the meeting.

5.10. In case of meeting to be held abroad, particularly in Geneva, the Club members who are non residents of the city are to be provided with all necessary information, including information about hotels, and, if necessary, with business invitations to apply for a visa.

6. Russia Confidential

6.1. The Russia Confidential exclusive analytical newsletter is issued by the "Trialogue" Ltd for the Club members’ private use only.
6.2. The newsletter contains exclusive analytical materials on international security, foreign and domestic policy of Russia and the CIS, prepared by the staff and invited experts specially for Russia Confidential
6.3. At least during 30 days since the day of issue the bulletin materials are confidential and must not be quoted and transfer to the non-members.
6.4. In 30 days after the day of issue the "Trialogue" Ltd can remove the exclusive and confidential status of the material, after which in such cases it is to be published in different editions and can be used by the Club members for quoting.
6.5. The bulletin is disseminated via e-mail between the Club members in Russian or in English, depending on the choice of the Club member.
6.6. The Club member can also receive a paper copy of the newsletter in chosen language.

7. Membership fees

7.1. Inclusion in the list of fixed-term members of the Club and membership renewal is carried out in three days after the payment of membership fee is done.
7.2. Club membership is carried out and extended on an annual (or biennial) basis, from January till December.
7.3. After including in the list of fixed-term members the Club member is charged the lump-sum entrance fee of 10 000 RUB for individual members, and 15 000 RUB for corporate members.
7.4. The Club members are charged the annual membership fee in the amount prescribed in the Appendix 1 and approved by the "Trialogue" Ltd not later than December 1st of the year preceding the year for which payment is made.
7.5. Alternatively, the Club members can choose to pay the two-year membership fee in the amount prescribed in the Appendix 1 and approved by the "Trialogue" Ltd no later than December 1st of the year preceding the year for which payment is made. This will guarantee the lower membership fee.
7.6. Payment of fees has to be made no later than January 31 of the next year after the year of membership termination, basing on the invoice issued by the "Trialogue" Ltd.
7.7. If membership fee is not paid by the deadline, the membership freezes, invitations and materials are not sent. After the payment is made, all non-received materials are to be sent to the member.
7.8. If membership fee is not paid until March 15th, the Club membership will be canceled.

7.9. In case the Club membership suspended for a period of 24 months or less, upon resumption of membership the fee will not be charged. In other cases, the lump-sum entrance fee is charged.

7.10. Payment of the membership fees can be made by a bank transfer or cash.

7.11. Non-cash payment is made at the rate applicable on the date of invoice. Cash payment is made at the rate applicable on the date of payment.

7.12. In case the payment is made before November 30th of the year preceding the year of membership, 10% discount is applicable.

7.13. In case of joining the Club after June 1st of the year when membership begins, a new member of the Club receives a 20% discount starting from the first year of membership. Year of membership is always coincide with the calendar year and ends on December 31 of the year, when the membership began. This discount is not applied for the lump-sum entrance fee.

8. Other privileges of the Club members

8.1. We welcome and appreciate when the Club members recommend the Club membership to others. Apart from the fact that such recommendation automatically opens the door to membership in the Club, it is also rewarded by us in the following way:

The Club member, who gives such recommendation, after new member will join the Club, receives a discount for membership for the next period at a rate of 5% for 1 new individual Club member; 10% for 1 new corporate Club member; 10% for 2 new individual Club members; 20% for 2 new corporate Club members; 15% for 3 new individual Club members; 30% for 3 new corporate Club members; 20% for 4 or more new individual Club members; 35% for 4 or more new corporate Club members.

8.2. Club members residing outside the Russian Federation, after becoming the Club members automatically become members of the Centre russe d'études politiques (Geneva) for the same period and receive corresponding privileges. This means, in particular:

8.2.1. Cancellation of the lump-sum entrance fee for individual and corporate members

8.2.2. Doubled numbers of publications, which corporate members can receive in English

8.2.3. 50% discount for payment for each additional invited guest

8.3. New individual Club members, who are members of the PIR Center’s Executive Board, and (or) members of the PIR Center Advisory Board, and (or) members of the Editorial Board of "Security Index" journal, and (or) members of the PIR Center International Expert Group are:

8.3.1. Exempted from payment of the lump-sum entrance fee

8.3.2. Receive 20% discount for membership in the first year and 10% for each next year

8.4. New corporate Club members, who are members of the PIR Center’s Executive Board, and (or) members of the PIR Center Advisory Board, and (or) members of the Editorial Board of "Security Index" journal, and (or) members of the PIR Center International Expert Group are:
8.4.1. Exempted from payment of the lump-sum entrance fee
8.4.2. Receive 20% discount for membership in the first year and 10% for each next year.

9. Effects of the Terms and Conditions and transitional period provisions

9.1. These Terms and Conditions come into effect since December 21st, 2015.
9.2. Before December 21st, 2015 previous prices and rules are applied.
9.3. For the Club members who became members before December 1st, 2015, the effect of these Terms and Conditions are applied only to the extent that does not impair the conditions of their membership. For such Club members these Terms and Conditions will come into effect starting from June 1st, 2016
# Appendix 1

**FEE FOR MEMBERSHIP IN THE TRIALOGUE CLUB INTERNATIONAL**

**2016-2017**

<table>
<thead>
<tr>
<th>Period</th>
<th>Individual</th>
<th>Corporate</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.01.16. – 31.12.16. (1 year)</td>
<td>50 000 RUB</td>
<td>80 000 RUB</td>
</tr>
<tr>
<td>01.01.16. – 31.12.17. (2 years)</td>
<td>90 000 RUB</td>
<td>140 000 RUB</td>
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</table>
Appendix 2

FEE FOR PARTICIPATING IN CERTAIN MEETINGS OF THE TRIALOGUE CLUB INTERNATIONAL\(^1\)
2016-2017

<table>
<thead>
<tr>
<th>Period</th>
<th>On the recommendation of the Club individual member (for 1 person)</th>
<th>On the recommendation of the Club corporate member (for 1 person)</th>
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<tbody>
<tr>
<td>01.01.16. - 31.12.17</td>
<td>4500 RUB</td>
<td>3500 RUB</td>
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</tbody>
</table>

\(^1\) For guests on the recommendation of the Club individual and corporate members, according to the provisions of these Terms and Conditions