

**Confidentiality Agreement No. \_\_\_\_\_**

year \_\_\_\_\_

" \_\_\_\_ " \_\_\_\_\_ 20\_\_

Public Joint stock company «Rosseti Centre», represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, and \_\_\_\_\_, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, hereinafter referred to as the “Parties”, individually - the “Party”, have entered into this confidentiality agreement ( hereinafter referred to as the Agreement) on the following.

1. The Parties undertake obligations to provide each other and not disclose information constituting a trade secret and other confidential information (hereinafter referred to as the confidential information), in accordance with the terms of this Agreement.

2. The terms used in this Agreement mean the following:

A trade secret is a regime of confidentiality of information that allows its owner, under existing or possible circumstances, to increase income, avoid unjustified expenses, maintain a position in the market for goods, works, services, or obtain other commercial benefits.

Information constituting a trade secret (production secret) - information of any nature (production, technical, economic, organizational and others), including the results of intellectual activity in the scientific and technical field, as well as information about methods of carrying out professional activities that have actual or potential commercial value in due to their unknownness to third parties, to which third parties do not have free access legally, and in respect of which the owner of such information has introduced a trade secret regime.

Other confidential information - information of any nature, restrictions on the dissemination of which are established at the will of the Parties and in respect of which an information protection regime has been introduced, with the restrictive mark “Confidential”; Personal Information.

Personal data - any information relating to a directly or indirectly identified or identifiable person (subject of personal data).

Confidentiality of information - a mandatory requirement for a person who has gained access to certain information not to transfer such information to third parties without the consent of its owner.

Information carriers - material objects in which confidential information is reflected in the form of symbols, technical solutions and processes.

Confidentiality stamp - details indicating the confidentiality of information, applied to the Information Media and (or) contained in the accompanying documentation. Information constituting a trade secret of Rosseti Centre, PJSC must be marked:

Trade secret  
of Public Joint stock company  
«Rosseti Centre»  
Address:

Information constituting other confidential information must be marked:

**CONFIDENTIAL**

Ex. No.

Disclosure of confidential information - an action or inaction as a result of which confidential information in any possible form (oral, written, other form, including the use of technical means) becomes known to third parties without the consent of the owner of such information.

3. In order to implement this Agreement, the Parties undertake to:

3.1. Transfer media of confidential information with a covering letter or document the fact of transfer with an acceptance certificate (in the form according to the appendix to the Agreement), signed by authorized representatives of the Parties.

3.2. Within a reasonable time, notify each other in writing about the persons authorized to receive and transmit information.

3.3. Transfer confidential information by valuable (registered) mail or couriers of the Parties.

3.4. Do not share confidential information with each other through open communication channels, including using fax and the Internet, without taking protective measures that satisfy both Parties.

3.5. Protect confidential information by ensuring its safety (non-disclosure).

3.6. Handle confidential information and its media in accordance with the requirements of local regulations of the Parties and prevent disclosure of confidential information<sup>1</sup>.

3.7. Immediately inform each other about cases of disclosure of confidential information, organize an investigation of such facts.

When conducting an investigation into the disclosure of confidential information, the Parties, by mutual agreement, have the right to send each other specialists in the field of information security. Payment of expenses is made by the Party that allowed the disclosure of confidential information.

3.8. The Party that allowed the disclosure of confidential information shall compensate for losses incurred by the other Party in connection with the disclosure of confidential information.

3.9. Control over compliance with the procedure for using and storing confidential information transferred by the Parties to each other in accordance with the terms of this Agreement is assigned to:

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<sup>1</sup>In the event of transfer of personal data of personal data subjects in accordance with this Agreement, the Agreement additionally includes a paragraph with the following content:

“The processing of personal data transmitted by the Parties is carried out taking into account the requirements of the legislation of the Russian Federation and the provisions of local regulations of the Parties regulating the processing of personal data.”

a) Rosseti Centre, PJSC - in the executive office for the Department of Facility Protection and Information Security, in the branches of the Company/Managing Organization for the security section;

b) \_\_\_\_\_ (indicate the name of the organization) – to \_\_\_\_\_ (indicate the name of the organization's division or position).

4. The Transferring Party remains the owner of confidential information and has the right to verify the Recipient's compliance with the requirements of the Agreement. The Transferring Party has the right to demand that the Recipient return all media of confidential information to it at any time by sending a written notice to the Recipient. Within 15 (fifteen) business days after receiving such notification, the Recipient must return all media of confidential information and destroy all copies thereof (including electronic images of documents) at his disposal, as well as at the disposal of persons to whom he transferred in compliance with the terms of this Agreement carriers of confidential information.

The rights and obligations of the Parties under this Agreement, in the event of reorganization of any of the Parties, pass to the relevant successor(s). In the event of liquidation of any Party, such Party must, prior to completion of the liquidation, ensure the return to the Disclosing Party of all media of confidential information transferred by the Disclosing Party and the destruction of all and any copies thereof (including electronic images of documents).

The rights and obligations under this Agreement are not subject to assignment to third parties without the prior written consent of the Parties.

5. Any amendments, changes and additions to this Agreement are valid only if they are in writing and signed by authorized representatives of each of the Parties.

All disputes, controversies, claims and demands arising out of or directly or indirectly related to this Confidentiality Agreement, including those relating to its conclusion, existence, changes, performance, violation, termination, termination and validity, at the choice of the plaintiff, shall be resolved in Arbitration court \_\_\_\_\_ (specify the relevant subject of the Russian Federation) in accordance with the law or in accordance with the procedure of arbitration (arbitration proceedings) administered by the Arbitration Centre under the Russian Union of Industrialists and Entrepreneurs (RSPP), in accordance with its rules in force on the date of filing the statement of claim.

Pre-trial dispute resolution is mandatory. The deadline for responding to a claim is \_\_\_\_\_ calendar days from the date of its receipt.

6. This Agreement is concluded for a period of 1 year and comes into force from the moment of its signing. If one month before the expiration of the Agreement, neither party requests its termination, the Agreement is recognized as extended under the same conditions and for the same period.

7. The Agreement may be terminated early either by mutual agreement of the Parties, or on the grounds provided for by the legislation of the Russian Federation and this Agreement. Early termination or expiration of the Agreement does not relieve the Parties from fulfilling the obligations assumed under this Agreement.

8. Information received by the Parties is not subject to disclosure for 3 (three) years after the expiration of the Agreement, unless another longer period is established by the legislation of the Russian Federation .

9. An integral part of this Agreement is the Information Acceptance and Transfer Certificate.

10. This Agreement is drawn up in two copies having equal legal force, one copy for each of the Parties.

11. The signing of this Agreement means that each of the Parties has a valid regime of confidentiality of information.

12. In case of disclosure and illegal use of information constituting a trade secret and other confidential information, the Parties bear responsibility in accordance with the legislation of the Russian Federation.

### **Details and signatures of the Parties**

Rosseti Centre, PJSC

(name of company)

\_\_\_\_\_

*(job title)*

\_\_\_\_\_

*(job title)*

\_\_\_\_\_ *(FULL NAME)*  
*(signature)*

\_\_\_\_\_ *(FULL NAME)*  
*(signature)*

**Information Acceptance and Transfer  
CERTIFICATE**

to agreement dated \_\_\_\_\_ 20\_\_ \_ No. \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as the "Transferring Party",  
represented by \_\_\_\_\_, and \_\_\_\_\_, hereinafter referred to as the  
"Recipient", represented by \_\_\_\_\_, collectively referred to as the "Parties",  
have drawn up this certificate as follows:

1. The Transferring Party transferred, and the Recipient received under the  
terms of Confidentiality Agreement dated " \_\_\_\_ " \_\_\_\_ 20\_\_ No.\_\_\_\_, the following  
information:

- 1.1. \_\_\_\_\_;
- 1.2. \_\_\_\_\_;
- 1.3. \_\_\_\_\_;

2. This certificate is drawn up in two identical copies having equal legal force.  
This certificate, from the moment it is signed by the Parties, becomes an integral part  
of Agreement dated " \_\_\_\_ " \_\_\_\_\_ 20\_\_ No. \_\_\_\_.

Transferring Party

Recipient

\_\_\_\_\_

\_\_\_\_\_