

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

Moscow

« \_\_\_\_ » \_\_\_\_\_ 20 \_\_\_\_

Rosseti Centre, PJSC, hereinafter referred to as the “Company”, represented by \_\_\_\_\_, acting on the basis of, on the one hand, and (for individuals, the full name of the individual, passport (No., series) \_\_\_\_\_, issued by, date of issue, code of the division \_\_\_\_ - \_\_\_\_, registered at the address: \_\_\_\_\_, for legal entities the name of the legal entity, full name of the authorized person, position (if the signatory acts on the basis of a constituent document) are indicated, hereinafter referred to as the “Shareholder<sup>1</sup>”, on the other hand, collectively referred to as the Parties, have entered into this Agreement as follows.

## **1. TERMS AND DEFINITIONS**

- 1.1. **Confidential information** is information with limited access, in relation to which a requirement has been established for its non-disclosure to third parties without the consent of its owner.
- 1.2. **Third parties** - any persons who are not Shareholders of the Company.
- 1.3. **Disclosure of the Confidential Information** - an action or inaction as a result of which the Confidential Information in any possible form (oral, written, other form, including using technical means) becomes known to Third Parties in violation of this Agreement.
- 1.4. **Company’s Documents** - documents and information subject to provision based on a Shareholder’s request for access to the Company’s documents in accordance with Article 91 of Federal Law of 26 December 1995 No. 208-FZ “On Joint-Stock Companies” (hereinafter referred to as the Law on Joint-Stock Companies).

## **2. SUBJECT OF THE AGREEMENT**

In connection with the exercise of their rights and the performance of their obligations, the Shareholder shall have access to the Company’s Documents containing the Confidential Information of the Company and its counterparties, which shall be transferred to the Shareholder under the classification “Commercial Secret” or “Confidential”. Under this Confidentiality Agreement (hereinafter referred to as the Agreement), the Parties

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<sup>1</sup> In the event of a group application by shareholders, this Agreement must be signed by each shareholder. In this case, the words “hereinafter referred to as “Shareholder”” shall be replaced by the words “hereinafter referred to as “Shareholders”, and individually, as “Shareholder” or “Authorized Person”.

agree on terms and conditions regarding restrictions on the use and disclosure of the Confidential Information.

### **3. RESPONSIBILITIES OF A SHAREHOLDER**

The shareholder is obliged to:

- Not to disclose, in whole or in part, the Confidential Information received from the Company without the prior written consent of the Company (in particular, not to copy documents containing the Confidential Information, not to transfer such documents to Third Parties, not to disclose them orally or in writing, including by distribution or publication in the media, the Internet), except in cases where:
  - the obligation to provide the Confidential Information is established by current legislation, a court decision that has entered into legal force, or arose on the basis of a request from an authorized government agency in accordance with the current legislation of the Russian Federation;
  - the provision of the Confidential Information to Third Parties is necessary for the exercise of the Shareholder's rights, namely, to achieve the business purpose specified in the Shareholder's request for documents, and is carried out solely to the extent reasonably necessary to achieve said purpose. The Shareholder undertakes to take reasonable measures to ensure that the Third Party to whom the Confidential Information is provided complies with its confidentiality obligations (has entered into a Non-Disclosure Agreement) under conditions similar to the requirements of this Agreement.
- Use the Confidential Information received from the Company solely for the business purpose specified in the request received from the Shareholder for the provision of documents containing such Confidential Information.
- Comply with the requirements of the information security instructions<sup>2</sup> of Rosseti Centre, PJSC, store confidential information, and take all necessary measures to protect it with at least the same care as you protect your own confidential information. Use this information only for the purposes of exercising your rights and fulfilling your obligations and never use it for any other purpose without the prior written permission of the Company.
- Require its employees to fulfill all obligations stipulated by this Agreement if they have access to the Confidential Information received from the Company, and be responsible for their disclosure of such Confidential Information to the extent stipulated by paragraph 4 of this Agreement.

### **4. RESPONSIBILITY**

The Shareholder shall be liable to the Company for all damages, including lost profits, arising as a result of the Shareholder's violation of the terms of this Agreement, and shall also undertake to reimburse the Company for all reasonable and documented expenses and costs

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<sup>2</sup> When using the information and telecommunications network, computing equipment or information resources of Rosseti Centre, PJSC, the Recipient signs the Commitment (Appendix 3 to the Regulation).

incurred by the Company as a result of such violation, and for income not received by the Company, which he would have received, taking into account reasonable expenses for their receipt under normal conditions of civil turnover, if his right had not been violated.

## **5. DISPUTE RESOLUTION**

5.1. All disputes, disagreements and claims arising out of or in connection with this Confidentiality Agreement, including those related to its conclusion, operation, modification, performance, breach, termination, expiration and validity, shall be resolved through negotiations.

5.2. If it is impossible to resolve the dispute through negotiations, all disputes, disagreements and claims arising out of or in connection with this Agreement, including those related to its conclusion, amendment, execution, breach, termination and validity shall be resolved in a court of general jurisdiction at the location of Rosseti Centre, PJSC.

5.3. Before seeking a court settlement, the Parties undertake to comply with the claim procedure for dispute resolution. The claim review period is \_\_\_\_\_ calendar days from the date the claim is filed.

## **6. TERMS OF THE AGREEMENT**

This agreement shall enter into force on the date of its signing and shall terminate upon the expiration of 5 (Five) years from the date of provision of access to the Company's Documents (transfer of copies of documents) containing the Confidential Information.

## **7. OTHER CONDITIONS**

7.1. In the event of a reorganization of the Company, the Recipient's obligations shall remain in force for the period established by this Agreement. The right to claim these obligations shall pass to the relevant legal successors of the Company.

7.2. All amendments and additions to this Agreement shall be made in writing, signed by the Parties and shall constitute an integral part thereof.

7.3. The Agreement is drawn up in two copies, each having equal legal force, one of which is kept by the Company and the other by the Recipient.

### Addresses and signatures of the Parties

#### Rosseti Centre, PJSC

TIN  
RRC  
PSRN  
Location:

#### Recipient

\_\_\_\_\_  
*For individuals:*  
Date of birth: \_\_\_\_\_  
Passport details: \_\_\_\_\_

\_\_\_\_\_  
Place of birth: \_\_\_\_\_

*For legal entities:*

TIN  
RRC  
PSRN  
Location:

\_\_\_\_\_/\_\_\_\_\_  
(signature) Full name

\_\_\_\_\_/\_\_\_\_\_  
(signature) Full name

L.S.