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|  |  | Appendix No. 6  to the Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_  dd. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_ |

# CONFIDENTIALITY PROVISIONS

1. The following terms are used in the Schedule:

“Receiving Party” - one of the Parties to the Contract that receives information constituting the Confidential Information.

“Disclosing Party” - one of the Parties to the Contract that discloses information constituting the Confidential Information.

Any Party to the Contract may become the Disclosing or the Receiving Party.

2. Since the Disclosing Party is the owner of information constituting its Confidential Information and the Receiving Party intends to cooperate with the Disclosing Party within the framework of the Contract, the subject of this Schedule is the procedure, terms and conditions for transferring of the information by the Disclosing Party, Receiving Party’s obtaining and use of the information constituting the Confidential Information of the Disclosing Party. Information constituting the Confidential Information shall be recorded by the Disclosing Party on a material medium (in the form of a document, data array on an information carrier for computers or otherwise, as agreed by the Parties). The Confidential Information is transferred by the Disclosing Party to the Receiving Party on a material medium (on paper medium or on a removable media device).

The content of information constituting the Confidential Information of the Disclosing Party and transmitted verbally to the Receiving Party during meetings, negotiations, consultations, working meetings, etc. (hereinafter referred to as the "Meeting") is specified in the Minutes of meeting to be signed by all participants of the Meeting. Before the start of the Meeting, the representative of the Disclosing Party informs the Meeting participants of the discussion of the issues constituting the Confidential Information and none of the participants has the right to refuse signing the Minutes. The Receiving Party has the right to make a decision to transfer the information constituting the Confidential Information.

3. Utilization of the Information constituting the Confidential Information.

3.1. The Receiving Party has the right to use the information constituting the Confidential Information of the Disclosing Party only for the proper performance of the obligations provided for by the Contract.

Under no circumstances may the Receiving Party use the information constituting the Confidential Information and obtained from the Disclosing Party for the activities aimed at making profit, except as provided for by the Contract.

3.2. The Receiving Party shall take all reasonable and sufficient measures to prevent unauthorized access to information constituting the Confidential Information of the Disclosing Party or its transfer to third parties in violation of the terms and conditions of this Schedule, and monitor compliance with these measures.

3.3 The right to disclose the obtained information constituting the Confidential Information and to withdraw the "Confidential Information" stamp from material media exclusively belongs to the Disclosing Party.

3.4. The Receiving Party shall notify the Disclosing Party within the shortest possible time from the moment of detecting the signs of unauthorized access of third parties to information constituting the Confidential Information of the Disclosing Party and take all possible measures to mitigate the consequences of such unauthorized access.

3.5. The Disclosing Party agrees and recognizes that the Receiving Party has the right to make a sufficient number of copies of material media with the information constituting the Confidential Information for the persons specified in paragraph 3.6 of this Schedule.

3.6. The Receiving Party has the right to transfer the information constituting the Confidential Information of the Disclosing Party to its employees, who are directly related to the performance of the Contract to the extent necessary for them to implement the terms and conditions of the Contract.

3.7 The Receiving Party shall provide access for the Disclosing Party to the places of storage, processing and use of information constituting the Confidential Information.

In the event of a violation of the requirements for protecting the confidentiality of information constituting its Confidential Information, the Disclosing Party is entitled to prohibit or suspend the processing of such information, as well as to demand the immediate return or destruction of the media with information constituting the Confidential Information.

The requirements and instructions of the Disclosing Party regarding the procedure for protecting the confidentiality of information constituting its Confidential Information shall be immediately complied with if they are set out in writing and submitted to the Receiving Party.

3.8. The Receiving Party has the right to provide information constituting the Confidential Information of the Disclosing Party to the third parties in cases provided for by the legislation of the Russian Federation. The Receiving Party shall notify the Disclosing Party about each fact of providing information constituting the Confidential Information, as well as about other events that led to the receipt of information constituting the Confidential Information by representatives of state authorities, investigation and legal proceedings within one business day after the occurrence of such an event.

Obligations of the Receiving Party to ensure confidentiality are not applicable to the information received from the Disclosing Party if:

it was known legally to the Receiving Party prior to signing of the Contract;

it becomes public as a result of any intentional or unintentional actions, as well as a failure to act of the Disclosing Party.

it is legally obtained by the Receiving Party from a third party without limitations to its use.

it is obtained from publicly available sources with source indication;

it is disclosed for unlimited access by a third party.

3.9 In case of reorganization or liquidation of one of the Parties before the date of termination of the Contract, the Confidential Information is protected in the following way:

a) in case of reorganization, the Party to be reorganized shall forward a notification of the reorganization to the other Party within 5 (five) business days from the date of such decision on reorganization; the Disclosing Party has the right to demand return of all material media with information constituting the Confidential Information and the destruction of the copies of such media produced by the Receiving Party, and the Receiving Party shall return to the Disclosing Party all material media with the Confidential Information and destroy all copies of such media produced by the Receiving Party within the time frame specified in the relevant request of the Disclosing Party.

b) in case of liquidation of the Receiving Party, it shall return all media with information constituting the Confidential Information (including those made by the Receiving Party in accordance with the Contract) to the Disclosing Party.

3.10 The Receiving Party shall maintain confidentiality of the information constituting the Confidential Information of the Disclosing Party until the expiry of the non-disclosure period with respect to this information, including the period after termination of the Contract.

4. Responsibility of the Parties

4.1. The Receiving Party which allowed disclosure of the information constituting the Confidential Information of the Disclosing Party or its transfer (submittal) to third parties in violation of terms and conditions of the Contract and this Schedule, including unintentional, erroneous actions or failure to act, bears the responsibility in accordance with the legislation of the Russian Federation and shall compensate for the damages incurred by the Disclosing Party.

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| **ПОКУПАТЕЛЬ / the Buyer:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **ПОСТАВЩИК / the Supplier:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |