

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 _____, hereinafter referred to as the “Recipient”, on the other hand, jointly referred to as the Parties, have entered into this Agreement as follows.

In connection with the exercise of its rights and the performance of obligations, the Recipient receives access to confidential information of the Company and counterparties (hereinafter referred to as confidential information), which is transferred to the Recipient under the heading “Commercial Secret” or “Confidential”. Within the framework of this Confidentiality Agreement (hereinafter referred to as the Agreement), the Parties agree on the terms and conditions concerning restrictions on the use and further disclosure of such information.

1. Confidentiality and limited use

1.1. The subject of this Agreement is the obligations of the Recipient to non-disclosure of confidential information.

1.2. The confidential information of the Company includes information included in the List of Confidential Information of Rosseti Centre, PJSC (hereinafter referred to as the List).

1.3. Confidential information of the Company’s counterparties means any confidential information about the counterparties and their activities, transferred to the Company on the basis of concluded confidentiality agreements and becoming known to the Recipient in connection with the exercise of its rights and performance of obligations, with the exception of information received by it from publicly available sources.

1.4. The Recipient is obliged to comply with the requirements of the instructions on compliance with the information security rules of Rosseti Centre, PJSC¹, to store confidential information and take all necessary measures to protect it, at least with the same care with which it protects its own confidential information. To use this information only for the purpose of exercising its rights and fulfilling its obligations and never to use it for any other purposes without the prior written permission of the Company.

1.5. The Recipient shall not have the right to provide confidential information to other persons without the prior written permission of the Company, except in cases where this information:

- was or became publicly known from a source other than the Recipient;
- was legally known to the Recipient prior to its receipt from the Company;
- must be disclosed by the Recipient in accordance with the current legislation of the Russian Federation.

2. Responsibility

¹ When using the information and telecommunications network, computing equipment or information resources of Rosseti Centre, PJSC, the Recipient signs the Commitment.

2.1. In the event of disclosure and illegal use of confidential information of the Company and counterparties, the Recipient shall be liable in accordance with the legislation of the Russian Federation.

3. Dispute resolution

3.1. 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, cancellation and validity, shall be resolved through negotiations.

3.2. In the event that it is impossible to settle a dispute through negotiations, all disputes, disagreements and claims arising from this Agreement or in connection with it, including those related to its conclusion, amendment, execution, violation, termination, cancellation and validity, shall be subject to resolution in a court of general jurisdiction at the location of Rosseti Centre, PJSC.

3.3. Before applying to the court for dispute resolution, the Parties undertake to comply with the claim procedure for dispute resolution. The period for consideration of claims is 7 (seven) calendar days from the date of filing the claim.

4. Terms of the Agreement

4.1. This Agreement shall enter into force upon its signing by the Parties and shall remain in effect until the Parties have fully fulfilled their obligations.

4.2. The obligations to ensure the confidential information protection regime established by the Information Holder, as provided for by the Agreement, shall remain in force for 3 (three) years after the expiration of the Agreement.

5. Other conditions

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

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

5.3. 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

Date of birth:_____
Passport details:_____

Place of birth:_____

(signature)

(signature)

Full name

Full name

L.S.

COMMITMENT

I, _____
(last name, first name, patronymic)

(position, organization)

when using the information and telecommunications network, computing equipment or information resources of Public Joint stock company «Rosseti Centre», accessing the Internet through their use or providing services/performing work on the maintenance and operation of information systems, automated control systems, the information and telecommunications network of Rosseti Centre, PJSC, creating or modernizing information systems, I undertake to:

1. Comply with the established regime for the protection of confidential information, protection of personal data, and the provisions of the Instruction for compliance with the information security rules of Rosseti Centre, PJSC.

2. Not to disclose information that has become known to me that constitutes a commercial secret, or other confidential information owned by Rosseti Centre, PJSC, and not to use this information for personal purposes without its consent.

3. To compensate, in accordance with the legislation of the Russian Federation, for damages caused to Rosseti Centre, PJSC that arose as a result of the disclosure, through my fault, of information constituting a commercial secret, or other confidential information owned by Rosseti Centre, PJSC.

« » _____ 20 ____

(date)

(signature)

I have read the Order of organization of work to ensure the protection of information constituting a commercial secret and other confidential information of Rosseti Centre, PJSC, the List of information constituting a commercial secret and other confidential information Rosseti Centre, PJSC, the Instruction for compliance with the information security rules of Rosseti Centre, PJSC.

The following persons have been warned about liability for disclosure of information constituting a commercial secret and other confidential information in accordance with the legislation of the Russian Federation.

I have been warned about liability for violation of the information security rules of Rosseti Centre, PJSC.

« » _____ 20 ____

(date)

(signature)