

Form of confidentiality agreement of IDGC of Centre, PJSC

Confidentiality agreement

Moscow « ____ » _____ 20__ .

IDGC of Centre, PJSC, represented by

(position, surname, name, patronymic)

acting on the basis of

(title of the document)

on the one hand, and

(name of the company)

represented by

(position, surname, name, patronymic)

acting on the basis of

(title of the document)

on the other hand, hereinafter referred to as the Parties, separately - the Party, have entered into this confidentiality agreement (hereinafter - the agreement) as follows:

1. Subject of the Agreement

1.1. The Parties undertake to ensure compliance with the terms of protection of information constituting a commercial secret and (or) other confidential information received from the other Party, not to allow its disclosure to third parties and not to use it to the detriment of each other. Each Party undertakes to apply a level of protection for information constituting a commercial secret and (or) other confidential information of the other Party, no less than for the protection of its own information constituting a commercial secret and (or) other confidential information.

1.2. All actions of the Parties under this agreement are carried out solely for the purpose of implementing a joint project « _____ ».

2. Terms and definitions

2.1. The terms used in this agreement mean the following:

"Commercial secret" is a confidentiality regime 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 commercial secret (secret of production)" - information of any nature (production, technical, economic, organizational and others), including the results of intellectual activity in the scientific and technical sphere, as well as information on the methods of carrying out professional activities, which have actual or potential commercial value due to their being unknown to third parties, to which third parties do not have free access on a legal basis and in respect of which the owner of such information has introduced a commercial secret regime. Information constituting a state secret cannot be classified by the Parties as information constituting a commercial secret;

"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 prior written consent of its owner;

"Other confidential information" - information of one of the Parties, which does not constitute a commercial secret and in respect of which there is a protection regime that restricts access to such information and (or) its transfer to other legal entities or individuals, determined by the legal acts of the Parties;

"Information carriers" - material objects in which information constituting a commercial secret and (or) other confidential information is displayed in the form of symbols, technical solutions and processes;

"Transferring party" - a Party to the agreement that transfers information constituting a commercial secret and (or) other confidential information to the other Party, which it has the right to dispose of;

"Receiving party" - a party to the agreement that receives information constituting a commercial secret and (or) other confidential information from the transmitting party;

"Disclosure of information constituting a commercial secret and (or) other confidential information" - actions or omissions as a result of which information constituting a commercial secret and (or) other confidential information of a Party in any possible form (oral, written, other form, including with the use of technical means) becomes known to third parties without the prior written consent of the owner of such information.

"Confidentiality stamp" - details indicating the confidentiality of information constituting a commercial secret and (or) other confidential information, applied to the information carrier and (or) contained in the accompanying documentation.

– Information constituting a commercial secret of IDGC of Centre, PJSC must have a stamp:

TRADE SECRET

of Interregional Distribution Grid Company of
Centre, Public Joint Stock Company

– Other confidential information of IDGC of Centre, PJSC – the mark:

CONFIDENTIALLY

– Information constituting a commercial secret

(counterparty designation)

must have the stamp:

TRADE SECRET

(name of the company)

(location of the company)

(phone of the company)

– Other confidential information

(counterparty designation)

the mark:

CONFIDENTIALLY

2.2. Confidential information cannot include information that:

- is publicly available;
- has been transferred or disclosed with the prior written permission of the transferring party;
- became known to the receiving party from a source other than the transmitting party, which is confirmed by the relevant documents, without violating the terms of this agreement by the receiving party;
- was developed in good faith by the employees of the receiving party, independently of the transmitting party, who did not have access to confidential information;
- not designated or confirmed as confidential information.

3. Rights and obligations of the parties

To fulfill this agreement, the Parties undertake:

3.1. To observe the confidentiality of information constituting a commercial secret and (or) other confidential information (hereinafter referred to as the confidential information) transferred by the Parties.

3.2. To carry out the transfer of the confidential information by registered mail with notification of delivery of the mail message to the addressee or using couriers (including with the involvement of organizations providing courier services) with their affixing a mark in the register or on a document confirming the receipt of a document containing the confidential information.

3.3. Not to transfer the confidential information via unprotected communication channels (using facsimile communication, Internet networks) without taking measures to ensure its protection, enshrined in a separate agreement of the Parties.

3.4. To handle the confidential information and its carriers in accordance with the requirements of the legal acts of the Parties and prevent the disclosure of the confidential information.

3.5. The receiving party undertakes to use the confidential information received from the transmitting party for the purposes and for solving problems related to the execution of contracts concluded between them, on the terms of confidentiality.

3.6. The receiving party undertakes to keep records of persons to whom the confidential information was transferred, to inform its employees about the confidential nature of such information and obligations to protect it, taking into account this agreement and the legal acts of the receiving party. The list of employees of the receiving party who were familiar with the confidential information must be provided to the transmitting party at its request.

3.7. The receiving party undertakes not to sell, exchange, publish or disclose in any other way, including by copying, reproducing or using electronic media, in whole or in part, any confidential information received from the transmitting party without the prior written consent of the transmitting party.

3.8. The transmitting party is obliged to indicate that the information belongs to the confidential information by affixing a confidentiality stamp on the storage media, and in the case when this is impossible, in the accompanying documents to them. The confidentiality of information and data transmitted orally, if the receiving party was notified of their confidential nature at the time of their transfer, must be confirmed in writing by the transferring party within 10 (ten) working days from the date of transfer. During these 10 (ten) working days, all the terms of this agreement regarding the protection of the confidential information transmitted orally must be observed.

3.9. The receiving party is not entitled to use the received confidential information for purposes other than those specified by the agreements concluded between the parties. The receiving party has the right to transfer the confidential information only to those employees who:

- need it to perform their functions for the purposes arising from the agreements concluded between the Parties;
- have been notified of the obligations of the receiving party to protect the confidential information of the transmitting party arising from this agreement.

3.10. The receiving party does not have the right to disclose, transfer, in any other way make known or give its permission to use the confidential information to any third parties (including counterparties, contractors, customers, affiliates, representatives, consultants of the receiving party) without the prior written consent of the transferring party. At the same time, the receiving party must ensure that third parties, before gaining access to the confidential information, undertake written obligations not to disclose the confidential information in an amount not less than in the amount specified in this agreement. The receiving party must provide the transmitting party with a certified copy of the confidentiality agreement signed by the third party.

4. Responsibility of the parties

4.1. The parties are responsible for the disclosure or unauthorized use of the confidential information.

4.2. The receiving party, who made the loss, unauthorized use or disclosure of the confidential information, is obliged to compensate the documented losses incurred by the transferring party.

4.3. Control over the observance of the procedure for the use and storage of the confidential information is assigned in IDGC of Centre, PJSC to the Facility Protection and Information Security Department in the Executive Office of IDGC of Centre, PJSC, to security divisions in the branches of IDGC of Centre, PJSC, to

(counterparty designation)

for _____

(name of the subdivision)

5. Dispute settlement procedure

5.1. Disputes arising between the Parties in connection with this agreement will, if possible, be resolved through negotiations between them. If the Parties fail to reach an agreement on the dispute, it shall be resolved in the Arbitration Court of the city of Moscow.

5.2. This agreement is construed and governed in accordance with the laws of the Russian Federation.

6. Duration of the agreement

6.1. 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, none of the parties requests its termination, the Agreement is deemed to be extended on the same terms and for the same period.

6.2. The terms of this Agreement also apply to the confidential information received by the Parties from each other prior to the conclusion of this Agreement.

6.3. The Agreement may be terminated by either party unilaterally upon a written request sent to the other Party at least 30 (thirty) days prior to the date of such termination. In case of early termination, this agreement continues to operate in relation to the obligations under the regime for handling the confidential information transmitted under this Agreement during the period specified in clause 6.1 of the Agreement.

7. Other conditions

7.1. The transfer of the confidential information received from the other Party by one of the Parties to a government body, another government body, or a local government body shall not be considered disclosure in cases where such government body, another government body, or local government body is authorized in accordance with the legislation of the Russian Federation to require providing the confidential information. In this case, the transfer of the confidential information to a state authority, another state body, a local government body should be carried out in accordance with the legislation of the Russian Federation and the legal acts of the Parties establishing the procedure for such transfer.

The receiving party is obliged to immediately notify the transmitting party separately about the fact of the request and the fact of providing the confidential information of the transmitting party at the request of a state authority, other state body, local government body.

7.2. This Agreement does not transfer any intellectual rights to the results of intellectual activity.

7.3. The rights of the owner of the confidential information and ownership of the media remain with the transmitting party. The transferring party has the right to demand from the receiving party to return the media at any time by sending such a request to the receiving party in writing. Within 15 (fifteen) working days after receiving such notification, the receiving party must return all originals of information carriers and destroy all copies of the confidential information available to it, as well as from third parties, to whom it transferred the confidential information of the transmitting party.

7.4. In the event of its reorganization, the rights and obligations of one of the Parties

under this Agreement shall pass to the respective successor (successors). In the event of liquidation, the receiving party must, prior to the completion of the liquidation, ensure that all information carriers are returned to the transmitting party and all copies of the transmitting party's confidential information are destroyed.

7.5. In the event of unauthorized disclosure or use of the confidential information of the transmitting party, the receiving party is obliged to take all necessary actions to return such confidential information and prevent its use, distribution, sale, exchange, publication or other form of disclosure.

7.6. In case of disclosure of the confidential information or there is a threat of disclosure, the receiving party is obliged to immediately notify the transferring party in writing.

7.7. When investigating the facts of disclosure of the confidential information or circumstances indicating the threat of such disclosure, the transmitting party has the right to send authorized persons to the receiving party - specialists in the field of protecting the confidential information.

7.8. In cases stipulated by the legislation of the Russian Federation, the transferring party has the right to carry out checks on the compliance of the receiving party with its obligations to protect the confidential information.

7.9. The invalidity or impossibility of execution of any provision of the agreement does not affect the validity or the possibility of execution of any other provisions of the agreement or the agreement as a whole.

7.10. Changes and additions to this Agreement are valid only if they are drawn up in writing and signed by duly authorized representatives of both Parties.

7.11. None of the provisions of this Agreement can be construed as forcing one of the Parties to transfer any confidential information to the other Party or enter into any contractual relationship not provided for in this Agreement. This Agreement does not determine the quality of the transmitted confidential information and its suitability for certain purposes of one of the Parties.

7.12. This Agreement is signed in two identical copies with equal legal force, one for each of the Parties.

8. Details and signatures of the Parties

IDGC of Centre, PJSC

(name of the company)

Location:

Location:

(title)

(title)

(signature, initials, surname)

(signature, initials, surname)

Stamp here.

Stamp here.