

APPROVED
by order of ROSSETI South PJSC
dated _____ № _____

**CONFIDENTIALITY AGREEMENT
(on non-disclosure of information)**

« ___ » _____ 20__

Public Joint Stock Company "ROSSETI South" (abbreviated name: ROSSETI South, PJSC), hereinafter referred to as the Company, represented by _____, acting on the basis of _____, on the one hand, and hereinafter referred to as the Shareholder, represented by _____, acting on the basis of _____, on the other hand, collectively referred to as **the Parties**, have entered into this agreement as follows:

**Note: In the case of group appeal by shareholders, this agreement shall be signed by each of them, and when providing access to documents to the representative of the shareholder by proxy both by the shareholder and his representative.*

Article 1. Definitions

1.1. "Confidential information" - information of any nature (including information constituting a commercial secret), access to which is limited by the Company, recorded on a tangible medium (electronic or paper medium), which can be transferred by the Company and received by the Shareholder.

1.2. "Agreement" - this Confidentiality Agreement (on non-disclosure of information) between the Parties, subject to changes and additions made by the Parties. All references to articles and clauses in the text of the Agreement are understood as references to articles and clauses of this Agreement.

Article 2. Scope of the Agreement

2.1. The Agreement is concluded to regulate the obligations of the Shareholder to preserve Confidential Information that may be provided to the Shareholder in accordance with Federal Law № 208-FZ of December 26, 1995 "On Joint Stock Companies" (hereinafter referred to as the JSC Law).

The signing of the Agreement by the Shareholder and the Company does not indicate the obligation of the Company to provide the Shareholder with Confidential Information.

2.2. If Confidential Information is provided to the Shareholder, in accordance with the JSC Law, such transfer is carried out in a manner that excludes access of third parties to Confidential Information.

2.3. Confidential information may be provided to the Shareholder on any material medium.

The fact of providing Confidential Information is certified by the signing by the Parties of the Confidential Information Acceptance and Transfer Certificate in

the form according with Appendix 1 to the Agreement.

Article 3. Rights and Obligations of the Parties

3.1. Shareholder Obligations:

3.1.1. Use Confidential Information in accordance with the business purpose specified in the relevant request of the Shareholder, if the indication of the business purpose is required in accordance with Article 91 of the JSC Law.

3.1.2. Maintain the confidentiality of the information received, not to disclose (distribute) Confidential Information.

In order to protect Confidential Information, it is prohibited to disclose, communicate, transfer (distribute, provide), in any way make known and/or give your permission to use Confidential Information to any third parties.

Exclude access to Confidential Information of any third parties.

3.1.3. Ensure the protection of Confidential Information from its disclosure.

Take the necessary legal, organizational and technical measures or ensure adoption thereof to protect Confidential Information, including compliance with the requirements for ensuring the security of Confidential Information established by the legislation of the Russian Federation.

3.1.4. Immediately inform the Company about the facts of disclosure made by the Shareholder or the facts of disclosure or threats of disclosure, transfer (distribution, provision), other illegal receipt or use of Confidential Information by any third parties that have become known to the Shareholder.

3.1.5. If the Shareholder is a legal entity, in addition to the obligations set forth in paragraphs. 3.1.1-3.1.4 of the Agreement, such Shareholder is obliged to:

3.1.5.1. Provide Confidential Information only to those employees, members of the management and supervision organs of the Shareholder (hereinafter referred to as the Shareholder's persons) who are listed in the list of the Shareholder's persons receiving access to Confidential Information (hereinafter referred to as the List) agreed by the Parties in Appendix 2 to the Agreement. Prior to providing access to Confidential Information, the Shareholder is obliged to undertake an obligation from the Shareholder's persons specified in the List, whose access to Confidential Information is necessary in connection with the performance of labor and/or other duties (hereinafter referred to as the Obligation) within the framework of the relations of the Parties related to the request for this information, in the form in accordance with Appendix 3 to the Agreement. The List and the originals of the Obligations of the Shareholder's persons corresponding to the List are an Appendix to this Agreement and are provided by the Shareholder upon signing it.

3.1.5.2. Exclude access to the Confidential Information of the Shareholder's persons not considered by the Shareholder as a person having access to the Confidential Information (not specified in the List).

3.1.5.3. Initiate the signing by the Parties of an Additional Agreement to this Agreement if it is necessary to provide Confidential Information to other Shareholder's persons not specified in the List. To do this, the Shareholder submits to the Company the originals of the Obligations signed by the new Shareholder's persons in the form given in Appendix 3 to this Agreement. The updated List and originals of the Obligations of the new Shareholder's persons will be an Appendix to the specified Additional Agreement. It is prohibited to grant access to Confidential

Information to the new Shareholder's persons until the conditions specified in this paragraph of the Agreement are met.

Disclosure (familiarization, transfer) of Confidential Information to persons not specified in the List, including a notary, a lawyer, an auditor, is prohibited.

3.1.5.4. Provide the Company with a copy of the deed of transfer/separation balance sheet within 5 (five) calendar days after the execution of the relevant document in the event that, as a result of the reorganization of the Shareholder, the shares of the Company are transferred to the successor of the Shareholder, the obligations to protect the Confidential Information transferred under the Agreement are transferred to the successor or are retained for the Shareholder.

If the Shareholder alienates the shares of the Company in full, as well as in the event of liquidation and/or bankruptcy of the Shareholder, the latter, before the completion of the reorganization, liquidation and/or bankruptcy, is obliged to ensure the return to the Company of all original Confidential Information material medium, and the destruction of all and/or any copies of such Confidential Information in the possession of the Shareholder and ensure that it cannot be reproduced in any form, while the obligations to protect Confidential Information do not terminate for the Shareholder's persons who were familiarized with the Confidential Information of the reorganized, liquidated and/or declared insolvent (bankrupt) Shareholder. Prior to the completion of the reorganization, liquidation and/or bankruptcy procedures, the Shareholder is obliged to notify the specified Shareholder's persons in writing of the obligation to protect Confidential Information.

3.1.6. The Shareholder guarantees that it has organizational, technical and other measures and capabilities to ensure the protection of Confidential Information.

3.2. The Company has the right to:

3.2.1. Allow or deny access to Confidential Information, determine the procedure and conditions for access to Confidential Information.

3.2.2. Require the Shareholder to comply with the obligations to protect Confidential Information.

3.2.3. Protect their rights in the manner prescribed by law in case of non-fulfillment or improper fulfillment by the Shareholder of the obligations stipulated by the Agreement.

3.2.4. Conduct inspections on the Shareholder's compliance with obligations to protect Confidential Information.

3.2.5. Confidential Information remains the property of the Company. In the event of a threat of Confidential Information disclosure, the Company has the right to require the Shareholder to destroy all media of Confidential Information, including copies, in any form.

Article 4. Responsibility

4.1. In case of non-performance and/or improper performance by the Shareholder of the obligations stipulated by the Agreement, the Shareholder, at the written request of the Company, undertakes to compensate the Company for the losses caused by such violation of obligations in full, for each case of non-performance or improper performance of obligations under the Agreement.

Compensation for losses does not relieve the Parties from fulfilling their obligations and taking measures aimed at eliminating violations.

4.2. When investigating the facts of violation of the terms of the Agreement, the Company has the right to send authorized persons to the Shareholder.

The Shareholder undertakes to assist in the investigation, provide written explanations on the requested issues, provide an opportunity for visual inspection of the places where Confidential Information is stored. Payment of expenses related to the business trip of such specialists shall be made by the Shareholder.

4.3. If the Shareholder is a legal entity, such Shareholder shall be fully liable as set forth in clause 4.1 of the Agreement, including liability for violation of obligations under the Agreement by the Shareholder's persons who have obtained access to Confidential Information from the Shareholder, including persons with whom the Shareholder has discontinued to cooperate.

Article 5. Agreement duration period:

5.1. The Agreement comes into force from the date of its signing by the Parties and is valid until _____.

5.2. The obligations to protect Confidential Information provided for in the Agreement shall remain in force for 3 (three) years after the expiration of the Agreement.

Article 6. Other provisions

6.1. All notices and messages sent by the Parties to each other in accordance with the Agreement or in connection with it shall be made in writing and delivered by registered mail, by courier or transferred by an authorized representative, to the following addresses¹:

The Company: address: _____;

The Shareholder: address: _____.

6.2. If a third party brings a claim or takes other legal action regarding the disclosure of Confidential Information, the Shareholder shall immediately notify the other party.

6.3. Any disputes and disagreements between the Parties regarding the Agreement, which cannot be settled by them through consultations and negotiations, must be referred to the competent court at the location of the Company.

6.4. The relations of the Parties not regulated by the Agreement shall be subject to the legislation of the Russian Federation.

6.5. The Agreement constitutes the entire agreement of the Parties on the subject matter of the Agreement, and supersedes all prior oral or written representations and statements of the Parties regarding the subject matter of the Agreement.

6.6. Any changes and additions to the Agreement are valid only if they are made in writing and signed by duly authorized representatives of the Parties.

6.7. None of the Parties has the right to transfer their rights and obligations under the Agreement to third parties in whole or in part.

6.8. If during the term of the Agreement, regulatory legal acts regulating the procedure for disclosing Confidential Information that affect the performance of the

¹ Full addresses for delivery of correspondence are indicated (including postal code).

obligations of the Parties under the Agreement come into force, the Parties are obliged to immediately bring the provisions of the Agreement in line with the newly adopted regulatory legal acts.

6.9. The invalidity or unenforceability of any provision of the Agreement does not affect the validity or enforceability of any other provisions of the Agreement or the Agreement as a whole.

6.10. The Agreement is drawn up and signed in Russian in two copies, having equal legal force, one for each of the Parties.

Article 7. Appendices

The following appendices are an integral part of the Agreement:

7.1. Appendix 1. Form of the Confidential Information Acceptance and Transfer Certificate;

7.2. Appendix 2. List of the Shareholder's persons receiving access to Confidential Information (*for Shareholders as legal entities*);

7.3. Appendix 3. Form of Obligation of the Shareholder's persons whose access to the Confidential Information is necessary in connection with the performance of labor and/or other duties (*for Shareholders as legal entities*)

7.4. Appendix 4. Obligations of the Shareholder's persons whose access to the Confidential Information is necessary in connection with the performance of labor and/or other duties - ____ copies on ____ sheets (*for Shareholders as legal entities*).

Article 8. Locations and details of the Parties

The Company:

Location: _____
Mailing address: _____
Bank details: _____
TIN: _____,
RRC _____
Telephone: _____
Tel/Fax: _____

Shareholder:

Location: _____
Mailing address: _____
Bank details: _____
TIN: _____,
RRC _____
Telephone: _____
Tel/Fax: _____

Signatures of the Parties

The Company:

(*person's position*)

(*entity's name*)
/_____/_____
(*signature*) (Full Name)

Shareholder:

(*person's position*)

(*entity's name*)
/_____/_____
(*signature*) (Full Name)

FORM OF THE ACT
Act of Acceptance and Transfer of Confidential information

ROSSETI South PJSC (Company) represented by _____, acting on the basis of _____, and _____ (*name or full name of the Shareholder*) (Shareholder) represented by _____, acting on the basis of _____, collectively referred to as the "Parties", have drawn up this act as follows:

1. The Company provided, and the Shareholder received under the terms of the Confidentiality Agreement (on non-disclosure of information) dated " ____ " ____ 20__ No. ____ Confidential information:

- 1.1. _____.
- 1.2. _____.
- 1.3. _____.

.....

2. Confidential information specified in paragraph 1 of this act is transferred (*name or full name of the Shareholder*) for the purposes _____.

Material medium of Confidential Information _____.

3. This act is drawn up in two identical copies.

Shareholder

The Company:

Form of the Confidential Information Acceptance and Transfer Certificate was agreed upon by:

Shareholder

The Company:

**LIST OF THE SHAREHOLDER'S PERSONS WHO GOT ACCESS
TO THE COMPANY'S CONFIDENTIAL INFORMATION**
(for Shareholders as legal entities)

№ .	Full name	Position of the employee, organ of governance member of the Shareholder, details of the identity document

Shareholder

The Company:

OBLIGATION FORM

**Obligation of the Shareholder's persons whose access to the Confidential Information is necessary in connection with the performance of labor and/or other duties
(for Shareholders as legal entities)**

I, _____
(full name)

(position, indicating the name of the Shareholder)

familiarized with the terms of the Confidentiality Agreement (on non-disclosure of information) *signed/being signed* between ROSSETI South PJSC and _____ (name of the Shareholder) in accordance with Federal Law № 208-FZ dated December 26, 1995 "On Joint Stock Companies" (hereinafter referred to as the Agreement) , and I undertake obligations to _____ (name of the Shareholder) and the Public Joint Stock Company "ROSSETI South" (abbreviated name - ROSSETI South PJSC):

1. Use the information according to the list below, namely:

1) _____.

2) _____.

and other information that may become known to me in connection with the Agreement (Confidential Information), solely on the terms of the Agreement.

2. Not to disclose, communicate, transfer (distribute, provide), in any way make known and/or give your permission to use the Confidential Information to any third parties, not to use the Confidential Information for personal purposes, not to copy Confidential information, including after the termination of relations with the Shareholder, **without a time limit**.

3. Compensate for losses caused to ROSSETI South PJSC as a result of actions through my fault that violate the obligations specified in clauses 1 and 2 of this Obligation in accordance with the legislation of the Russian Federation and the terms of the Agreement.

4. Transfer _____ (name of the Shareholder) upon termination (cancellation) of an employment or other contract/termination of powers based on the decision of the authorized management body of the Shareholder/other reason for termination of relations between the Shareholder and me, the material media that I have in my use containing Confidential Information.

« ____ » _____ 20__

(full name, signature)

The Obligation Form was agreed upon by:

From the Company:

From the Shareholder:

ⁱ The details of the Confidentiality Agreement (on non-disclosure of information) are indicated, if the Obligation is drawn up after the conclusion of the Confidentiality Agreement (on non-disclosure of information).