

CONFIDENTIAL INFORMATION AGREEMENT

1. Information about the conclusion of the Contract and its content, including volumes, prices, pricing procedure, technical characteristics and/or technical tasks, terms of fulfillment of obligations, payment procedure and conditions and information related to the subject of the Contract, the progress of its execution and the results achieved, is recognized confidential, regardless of what media it is contained on and in what form it is expressed, except for information and documents confirming the quality of the Goods (works/services), as well as instructions and operating rules.
2. The Parties undertake not to disclose confidential information to third parties without the prior written consent of the other Party, except as provided for in this Section. The confidentiality regime is established during the term of the Contract and for 5 (five) years from the date of its termination, regardless of the grounds for termination.
3. Information is not confidential if it:
 - is publicly available;
 - was legally known to the other Party prior to the entry into force of the Contract, and at the same time, any restrictions were not applied to the use of such information. The fact that the information is known must be confirmed by documents or other evidence;
 - was received by the other Party from third parties who were not bound by the obligation of non-disclosure of information with the Party that provided it. The fact of receiving information from third parties must be confirmed by documents or other evidence.
4. The Parties are obliged to inform their employees, to whom the information is disclosed in connection with the performance of their labor duties, about the obligations arising from the Party under the Contract.
5. Violation of the terms of the Confidentiality is a material violation and gives either party the right to unilaterally and out of court terminate the Contract by sending a written notice to the other party. The contract will be considered terminated from the moment the party receives the notice.
6. The Party has the right to use all documents (drawings, plans, other documents and information, including textual information contained in these documents) related to the Goods and/or the result of works/services and received from the other Party for design, installation, commissioning, testing, work, repair, modernization and maintenance of goods and related objects, other purposes at its sole discretion, including in cases where a party engages third parties to perform works and/or provide services and/or supply goods, with the right to transfer documents and information to these persons without the prior consent of the other Party.
7. The Party has the right to disclose confidential information without the consent and notification of the other Party in the following cases:
 - employees of affiliated companies, auditors, consultants, agents, representatives, rating agencies, financial institutions;
 - other legal entities, within the framework of agreements with which the Party and/or its affiliates are obliged to disclose information, as well as for the purpose of exercising rights and fulfilling obligations under the Contract;
 - to its personnel, as well as counterparties (including potential ones) for the purposes specified in the Contract, subject to their acceptance of confidentiality obligations;
 - when such disclosure is necessary for the purpose of providing information to state bodies, for obtaining any permission/consent of a state body related to the performance of the Contract, or in the case when such disclosure of confidential information is carried out in accordance with the requests of state bodies.
8. The Parties undertake to ensure the confidentiality and security of the information received, transmitted and stored, which in accordance with the legislation of the Russian Federation falls under the definition of «personal data».