



CONFIDENTIALITY AGREEMENT

Novosibirsk

" ___ " _____ 2017

“**AllStars**” **Ltd.** (further on referred to as "*Party 1*"), in the person of General Director, Margarita L. Maskileyson, acting on the basis of the Articles of Association, of the one part,

and " _____ " **Ltd.** (further on referred to as "*Party 2*"), in the person of Name, Surname, Position, acting on the basis of the Articles of Association, of the other part, collectively hereinafter referred to as the "*Parties*",

made the Confidentiality Agreement herein (further on referred to as the " Agreement") as follows:

1. SUBJECT MATTER OF THE AGREEMENT

1.1. The subject matter of the Agreement is the procedure and conditions of using and protecting confidential information, particularly, constituting trade secrets (further on referred to as "*Information*") that the *Parties* will be exchanging in the course of negotiations, entering into contracts and executing their obligations.

1.2. The Parties provide for conveying to each other, as and when necessary and at their discretion, particular information that they consider confidential and to be not subject to disclosure.

1.3. For the purposes of the Agreement, "*Information*" means any information conveyed by any of the *Parties* to another *Party* in the course of negotiations between the *Parties* and/or concluding any agreements between the *Parties* and/ or executing such agreements, and to be subject to protection under this Agreement. Such information can be contained in letters, reports, analytical materials, survey findings, charts, diagrams, graphs, specifications and other documentation in hard copy or electronic media as well as conveyed orally or in electronic messages. All *Parties*' "know-hows" is the subject to confidentiality.

1.4. Confidential information includes the following information:

- Business plans, business technologies, work processes and commercial operations, description of goods manufacturing and service rendering processes, work time-schedules
- Marketing information, customer databases, information about relations with counteragents, price data for products (services), volumes of sales (supplies) of products (services), information on bank deposits, information on advertising products (services), prospective development areas
- Licensing and patent information, "know-how", information described in the technical documentation on the Parties' developments, as well as software screenshots, component charts and structure charts, contents of information technology solutions, their description
- Information about the methods and means of information protection, security systems used by the parties
- Passwords for user accounts, cryptographic tools and key information, any means of identification (except user names), e-access addresses to information systems of the *Parties*



- Availability and content of the contracts and agreements of the *Parties* with each other, with other legal entities and physical persons, as well as draft agreements
- Data about employees, including their positions and personal details
- Information contained in written correspondence between the *Parties* and their customers
- Internal, financial documentation of the *Parties* and all documents related to delivery, their copies
- Any other information, confidentially of which the *Parties* communicated to each other in advance.

1.5. Information shall not be considered confidential and the *Parties* shall not have any obligations with regard to such information if it satisfies one of the following criteria:

- It is already known to one of the *Parties*
- It is a commonly-known fact
- It is legally obtained from a third party without limitations and without breaching this Agreement
- It is provided to a third party by the disclosing *Party* without a similar limitation regarding the rights of the third party
- It is authorized to be laid open for public inspection, published by the disclosing *Party*.

2. PARTIES' OBLIGATIONS

Understanding the significance of the issue, the *Parties* undertake the following obligations:

2.1. The *Parties* undertake that they shall not disclose the content, provide copies, publish and disclose in any other form confidential information of the *Parties* to third parties without prior written consent from the *Party* that supplied such information.

The exceptions:

- An information disclosure procedure is otherwise provided for by the law of the Russian Federation
- Information is provided to the authorities upon their competent binding written enquiries
- Information is provided to banks and other financing organizations in the interests of executing other contracts between the *Parties*
- Possibility of disclosing information to third parties is directly specified in other contracts between the *Parties*.

2.2. The *Parties* agreed to undertake all measures and use all legal means to protect Information and prevent its unauthorized disclosure.

2.3. All employees of the *Parties* that have access to confidential information obtained by the *Parties* from each other, must be aware of the procedure of maintaining information confidentiality and shall be held liable for failure to comply with the confidentiality requirements or disclosure.



2.4. The *Parties* undertake obligations to comply with the duty of confidentiality with regard to the information containing personal data obtained by the *Parties* in the course of executing their contractual obligations.

2.5. Engaging third parties by the *Parties* in collaboration, during which those persons may become aware of confidential information of the other *Party*, obligates the *Party* to enter into a similar Agreement and execute all obligations under this Agreement with regard to third parties.

2.6. The *Parties* collectively obligate to:

2.6.1. Use Information in compliance with the terms and conditions of this Agreement.

2.6.2. Allow access of their employees to Information only if operationally necessary, in the scope required to execute their duties; and to notify them about the conditions of the Agreement herein. If *Parties'* employees get access to confidential information, these employees must observe the terms and conditions of this Agreement. Dismissal of an employee does not constitute the grounds to terminate compliance.

2.6.3. Not disclose the fact of transferring or receiving Information to third parties, except providing Information to banks or other financing organizations, with whom the Leasing Company entered into a confidentiality agreement for the purposes of attracting financing for the transactions expected between the *Parties*.

3. PARTIES' LIABILITY

3.1. The *Party* that breaches the terms and conditions of this Agreement shall compensate the other *Party* all document-supported and reasonable costs and losses caused by such a breach, if it is proved that the *Party* is guilty of disclosing *Information*.

3.2. If *Information*, received by one of the *Parties* from the other *Party*, becomes available to third parties due to the fault of the *Party* that received information, the injured *Party* has the right to terminate all contractual relations with the faulty *Party* and unilaterally terminate contracts and agreements prior to their expiry.

3.3. *Party 1* is not liable for unauthorized access to the information of *Party 2* or third parties as a result of compromised password protection or cryptographic security tools of *Party 2*, if it is not proved that control over those security elements was lost through the fault of *Party 1*.

3.4. The *Parties* are responsible for their employees that have access to confidential information.

4. AGREEMENT VALIDITY PERIOD

4.1. The Agreement is not limited in time.

4.2. If any of the *Parties* undergoes reorganization, all rights and obligations under the Agreement are transferred to its legal successor. In addition, persons that have access to sensitive information by virtue of their official duties but have not become employees of the successor, continue bearing obligations to maintain confidentiality in accord with the conditions of the Agreement herein.



4.3. If any of the *Parties* winds up, the obligations under this Agreement are incurred by any person that received information pursuant to the official duties.

5. DISPUTE SETTLEMENT

5.1. The *Parties* undertake all necessary measures to settle disputes through negotiations.

5.2. When it is not possible to settle through negotiations, disputes are resolved at Arbitration Court.

6. OTHER TERMS AND CONDITIONS

6.1. All appendices, amendments and additions to the Agreement are valid if drawn up in writing and signed by both *Parties*. All duly completed appendices, amendments and additions, constitute an integral element of this Agreement.

6.2. Assigning the rights and obligations under this Agreement to a third party is performed through a written agreement between the *Parties*.

6.3. This Agreement is made in two copies, one copy for each *Party*. Both copies have equal legal force.

6.4. Neither *Party* shall disclose the fact of the Agreement without prior written consent of the other *Party*.

7. ADDRESSES AND BANK DETAILS OF THE PARTIES

Party 1:

AllStars, LLC

Lavrentieva Ave, 6/1,

630090, Novosibirsk

Primary State Registration Number

1125476118140

TIN 5408296314

RRC 540801001

Acc 40702840623120000162

SWIFT: ALFARUM1015

Beneficiary's bank : AO «ALFA-BANK»

Beneficiary's bank address: 27 Kalanchevskaya str.,

Moscow, 107078

RCBIK 045004774

Corresponding account: 30101810250040000867

TIN: 7706092528

RRC: 540643001

Party 2:

"Company" Ltd.

Registered address:

Mailing address:

Tel.: +7 ()

Individual Taxpayer Number

Tax Registration Reason Code A/C No.

with

Corresponding account

Bank Identification Code

_____ M. Maskileyson

General Director

_____ Name
Position

