**GENERAL CONDITIONS OF SIBUR GROUP COMPANIES**

**ON NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

General Conditions on Non-Disclosure of Confidential Information of SIBUR Group Companies (hereinafter referred to as "**General Terms and Conditions**" or **"Terms and Conditions"**) shall apply to:

* Companies of the SIBUR Group (the list of companies and their details are defined by Appendix No. 1 to the Terms and Conditions), legal entities established and operating in accordance with the legislation of the Russian Federation (each separately referred to as "**Company"**) and
* legal entity or an individual entrepreneur ("**Counterparty"**)

(hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”).

1. **WHEREAS:**
	1. Within joint business projects, the Parties intend (hereinafter referred to as the "**Subject of Cooperation**") to exchange the Confidential Information.
	2. The Parties hereby confirm that if one of the Parties (hereinafter referred to as the **“Disclosing Party”**) communicates the Confidential Information to the other Party (hereinafter referred to as the **“Receiving Party”**), the requirements of the General Terms and Conditions shall be respected;
	3. The Counterparty shall join the General Terms and Conditions on the basis of the Notice of Adherence to the General Terms and Conditions sent to the Company or by signing the Contract/Agreement containing provisions of joining in accordance with the procedure provided for by Article 428 of the Civil Code of the Russian Federation and the General Terms and Conditions;
2. **DEFINITIONS AND INTERPRETATION**
	1. “**Affiliate**” means in the case of each Party, any individual and/or legal entity directly or indirectly Controlling, Controlled or under general Control; and in the case of Company only, also Krasnoyarsk Synthetic Rubber Plant JSC, Research and Design Institute for Gas Processing JSC, Neftekhimia Research and Product Plant LLC, Plastic-Geosynthetics LLC, Omsk Polypropylene Plant LLC, Rusvynil LLC, Yuzhno-Priobsky Gas Processing Plant LLC, and Reliance SIBUR Elastomers Private Limited;
	2. “**Control**” (including terms such as “**Controlling**”, “**Controlled**” and “**under common Control**”) means holding, directly or indirectly through one or several links, more than 50% of the outstanding shares or the ability to determine or influence the determination of management policies or activities of any entity, either through participation in the authorized capital, or by virtue of an agreement or otherwise;
	3. **"Confidential Information"** means any information belonging to the Disclosing Party and/or its Affiliates (including information about the existence of the cooperation or discussion of any issues between the Parties) that the Disclosing Party sends to the Receiving Party in any form, directly or indirectly (including as a part of the ongoing negotiations) in connection with the cooperation of the Parties (hereinafter referred to as the "**Information**") and in respect of which the owner of such information has established a Confidentiality Mode; the exchange of information does not mean and does not imply granting of any rights and licenses;
	4. **"Confidentiality Mode"** means any measures taken by the owner of the Information, measures to protect its confidentiality in accordance with the legislation of the Russian Federation;
	5. "**Related Parties"** mean any persons related to the Subject of Cooperation, including:

- officials, employees, consultants, agents and representatives of the Parties;

- Affiliates and their employees, officers, consultants, agents and representatives;

- officials, employees and partners of the above-mentioned consultants, agents and representatives or their respective Affiliates.

1. **AUTHORIZED DISCLOSURE OF INFORMATION**
	1. The Receiving Party may disclose, reproduce and distribute Information:
		* with a prior written consent of the Disclosing Party only;
		* To Related Parties of the Receiving Party involved in the study, evaluation or implementation of the Subject of Cooperation (hereinafter referred to as "**Authorized Recipients**"); or
		* in cases where disclosure is required in accordance with the legislation of the Russian Federation, provided that the Receiving Party, in case of disclosure of Information, observes the following procedure for notifying the Disclosing Party:
	2. notifies the Disclosing Party of the disclosure at least three (3) business days in advance (indicating the form, terms, procedure and purpose of the intended disclosure);
	3. takes reasonable measures (if possible) to ensure that the Confidentiality Mode is observed with respect to the transferred Information;
	4. discloses Information to the minimum possible extent necessary to fulfill the requirements of the relevant authorized state body.
	5. When transferring the information constituting a commercial secret, the “Commercial Secret” stamp shall be applied on the information carriers with the name of the Disclosing Party and its location.
	6. The Receiving Party shall inform the Authorized Recipients about the confidential nature of the Information, and ensure that the Authorized Recipients fulfill their obligations with respect to the Information provided for in the General Terms and Conditions.
2. **SECRECY UNDERTAKINGS**
	1. The Parties, in addition to the requirements provided for by the legislation of the Russian Federation, shall both personally and through their Authorized Representatives:
		* take measures with respect to the Information to prevent its disclosure, at least comparable to the measures taken in relation to its own confidential information;
		* not use, not copy the Information for any purposes other than studying, evaluation and implementation of the Subject of Cooperation (hereinafter referred to as the “**Purpose**”);
		* not disclose, reproduce, distribute the Information or otherwise provide access to the Information in any form or by any means to any persons, except for the Authorized Recipients of the Party.
		* not transfer the Information via open communication channels and using uncoded information via Internet channels.
	2. Secrecy Undertakings shall not apply to the Information that:
		* is generally known at the time of its disclosure or publicly available, except in cases of violation of obligations by the Receiving Party or its Authorized Recipients. For the avoidance of doubt, the Parties agreed that:

- Information may not be considered to be generally known solely on the basis that such information is at the disposal of several persons for whom such Information may be of commercial interest,

- the availability of open access to certain data related to the Information shall not imply the general availability of any other data related to the Information;

* + - has been lawfully received by the Receiving Party or its Authorized Recipients prior to its disclosure in accordance with the General Terms and Conditions (if the Receiving Party and its Authorized Recipients have relevant evidence); or
		- has been lawfully received by the Receiving Party or its Authorized Recipients after the moment of disclosure in accordance with the General Terms and Conditions (if the Receiving Party or its Authorized Recipients have relevant evidence) from any persons that are not a Party to the General Terms and Conditions, that have not assumed secrecy undertakings to the Disclosing Party in terms of the above Information;
		- is developed by the Receiving Party or Authorized Recipients independently without using any part of the Information (if the Receiving Party or its Authorized Recipients have relevant substantiated evidence).

4.3. The Parties may not assign, transfer (including under a subcontract agreement), pledge, encumber or otherwise dispose of the rights and obligations provided for in the General Terms and Conditions (in whole or in part).

4.4. The Counterparty shall not, without a prior written consent of the Company, disclose (including make public or transfer) to third parties in any way, including in the media and the Internet, any information relating to the Subject of Cooperation and/or the contract, setting out the Counterparty's obligation to comply with the requirements of the General Terms and Conditions (hereinafter referred to as the Contract), as well as information about the Enterprise and PJSC SIBUR Holding, its affiliates and/or contractors, as well as their activities, as well as to refer in any way to cooperation with them in relations with any third parties. The Counterparty shall not, without a prior written consent of PJSC "SIBUR Holding", use in any way, including in the domain name and in the Internet, any designations that are identical or confusingly similar to domain names, trademarks, commercial designations, and other means of identification owned by PJSC "SIBUR Holding", or take actions to register such designations in the name of the Counterparty or third parties.

The following shall not be considered as violations and shall not require coordination with the Company:

- provision by the Counterparty to third parties of information indicating the general name of the Goods/Work/Services supplied by the Counterparty to the Company, indicating the periods of their supply/performance/provision (without disclosing detailed information, including technical details, details regarding the conditions of transactions, the course of their conclusion and performance, and without any value judgments);

- provision by the Counterparty of information to state bodies upon their request, due to the need for the Counterparty to comply with the requirements of the applicable legal regulations, with the notification of the Company of such provision of information;

– provision by the Counterparty to third parties of any information disclosed to the public by the Company, PJSC "SIBUR Holding", and/or its companies by posting on their own websites or in any other way.

This clause shall be valid 20 years after the date of termination of the General Terms and Conditions or the Contract, whichever comes later.

1. **RETURN OR DESTRUCTION OF INFORMATION**

The Receiving Party shall, at its own expense, within ten (10) business days after receiving a written request from the Disclosing Party (except in cases where the Information is the result of the work performed/services rendered and/or is related to goods sold by any Party to another Party):

* return or destroy all Information provided to the Receiving Party and its Authorized Recipients in writing;
	+ - destroy all processing, compilation or research results, notes and other documents prepared by the Receiving Party or its Authorized Recipients, containing or reflecting the Information. The Receiving Party and its Authorized Recipients may retain a copy of any part of the Information in cases where this is required by law, a court, state authority requirement, provided that this does not violate the secrecy undertakings of such for Information and subject to proper data backup;
		- if possible, delete or ensure deletion of the Information stored on computers, word processing systems and any other devices held, stored or under control of the Receiving Party and/or of its Authorized Recipients (provided that the Parties acknowledge and confirm that the removal, without the possibility of restoration by the Receiving Party and/or its Authorized Recipients, of any Information created by automatic archiving and data backup is impossible); and
		- confirm that all the requirements provided for in section five (5) have been fully met.
1. **NOTICES**
	1. Any notices, claims or complaints related to the General Terms and Conditions (hereinafter referred to as "**Notices**") shall be made in writing and sent to the relevant Party at the address specified in Annex No. 1 to the General Terms and Conditions (or to any other address, including the e-mail address, of which such Party will subsequently inform the other Party in writing).
	2. Notices may be:
		* delivered personally;
		* sent by electronic message by e-mail;
		* sent by the courier delivery service.
	3. The notice shall be considered delivered at the time of its receipt, regardless of the method of sending.
	4. The Receiving Party shall immediately notify the Disclosing Party of the facts of disclosure of Information to third parties (at the same time, such notification of the Disclosing Party shall not release the Receiving Party from its obligations to comply with the Confidentiality Mode with respect to such Information).
2. **COMPLETION OF NEGOTIATIONS. VALIDITY PERIOD OF THE GENERAL TERMS AND CONDITIONS**
	1. If a Party makes a decision to refuse further negotiations with the other Party regarding the Subject of Cooperation, such Party shall immediately notify the other Party thereof in writing.
	2. The General Terms and Conditions shall come into force for the Parties on the date of adherence thereto by the Counterparty by signing and sending the Notice of Adherence to the General Terms and Conditions to the relevant Company or by signing Contract/Agreement (hereinafter referred to as the "**Effective Date**") and remain in effect for three (3) years, unless otherwise provided in the Notice of Adherence or in Contract/Agreement. The secrecy undertakings shall remain in force and effect for the Parties for three (3) years from the date of termination of the General Terms and Conditions.
	3. The General Terms and Conditions shall apply retrospectively (be retroactive) to the Information communicated to the Receiving Party to achieve the Purpose before the Effective Date.
	4. Changes to the General Terms and Conditions may be made unilaterally by the Company by posting the updated version on the website: <https://www.sibur.ru> Section "About the Company" Subsection "SIBUR Contractual terms"  "General terms and conditions of confidentiality of SIBUR Group of Companies". The changes shall take effect from the moment the new version of the General Terms and Conditions is posted on the website, in the corresponding section.
3. **APPLICABLE LAW AND DISPUTE RESOLUTION**
	1. The General Terms and Conditions and any extra-contractual obligations arising out of the Terms and Conditions or in connection therewith shall be governed and shall be subject to interpretation in accordance with the legislation of the Russian Federation.
	2. All disputes arising from or in connection with the Terms and Conditions shall be resolved by the Parties in the Arbitration Court at the location of the plaintiff.
	3. Prior to submission of a dispute to a commercial court, a Claim shall be filed with the supporting documents. The term of consideration of the Claim may not exceed thirty (30) days from the date of its receipt.
4. **REPRESENTATIONS AND WARRANTIES OF THE PARTIES**
	1. The Parties represent and warrant to each other that each of the Parties at the time of adhering to the Terms and Conditions
		* is a legal entity duly established and existing in accordance with applicable law or an individual entrepreneur registered and existing in accordance with applicable law;
		* the representative who signs the Notice of Adherence to the General Terms and Conditions on its behalf has all the necessary powers to do so;
		* acceptance and fulfillment of obligations under the General Terms and Conditions shall not entail a violation of any of the provisions of the constitutional documents, the corporate contract and the internal enactments of the Party;
		* obligations set forth in the General Terms and Conditions are valid for it, legal and, in the event of non-performance, may be enforced;
		* adherence to the General Terms and Conditions shall not violate any of its obligations to third parties;
		* all necessary corporate approvals of governing bodies required for adherence to the Terms and Conditions have been obtained
		* are not competitors, that is, economic entities that sell goods in the same commodity market where the Parties have concluded, conclude or subsequently will conclude civil law transactions and in connection with which the Parties adhere to the General Terms and Conditions.
		* The representations and warranties set forth in section 3 are and shall remain reliable and accurate throughout the period for which the Parties accept the Terms and Conditions, and such representations and warranties shall be deemed to be essential for each Party. Each of the Parties shall rely on them when accepting the Terms and Conditions; the unreliability or violation of such representations shall be recognized as a material violation of the General Terms and Conditions. In case where representations and warranties are unreliable, the Party that provided unreliable representations and warranties shall reimburse the other Party for all losses incurred in connection with such unreliability.