

GENERAL TERMS OF NON-DISCLOSURE

These General Terms of Non-Disclosure (hereinafter referred to as the "**General Terms**" or "**Terms**") apply to:

- The companies listed in Appendix 1 to the Notice of Accession to the General Terms of Non-Disclosure, legal entities established and operating in accordance with the laws of the Russian Federation (each individually referred to as a "**Company**"), and
 - a legal entity or individual entrepreneur ("**Counterparty**") (hereinafter collectively referred to as the "**Parties**," and individually as a "**Party**").

1. CONSIDERING THAT:

1.1. Within the framework of joint business projects, the Parties intend (hereinafter referred to as the "**Subject of Cooperation**") to exchange Confidential Information.

1.2. The Parties acknowledge that if one Party (hereinafter referred to as the "**Disclosing Party**") discloses Confidential Information to the other Party (hereinafter referred to as the "**Receiving Party**"), the requirements of the General Terms must be observed.

1.3. The Counterparty joins the General Terms based on a Notice of Adherence to the General Terms sent to the Company or by signing an Agreement containing provisions on adherence to the General Terms in accordance with Article 428 of the Civil Code of the Russian Federation and the General Terms.

1.4. Confidential Information includes all information (regardless of its designation as confidential), including information on the numerical and personal composition of the Board of Directors of JSC "Ruschem" and beneficial owners, as well as trade secrets belonging to the Disclosing Party and/or its Affiliates, transmitted by the Disclosing Party to the Receiving Party in any form (including written or oral, as images, in electronic or digital form, or on a magnetic carrier), directly or indirectly (including during negotiations) in connection with the Subject of Cooperation (hereinafter referred to as "**Information**").

1.5. For the purposes of these General Terms, **confidential information** and **trade secrets** are referred to collectively as Information.

Therefore, in consideration of the foregoing and the mutual agreements and obligations set forth in these General Terms, the Parties agree as follows:

2. DEFINITIONS AND INTERPRETATION

2.1. In the text of these General Terms, the terms and expressions listed below shall have the meanings defined in this Section 2:

2.1.1 "**Affiliate**" means, with respect to each Party, any other natural or legal person that directly or indirectly controls, is controlled by, or is under common control with such Party.

2.1.2 "**Control**" (including terms such as "**Controlling**", "**Controlled by**", and "**under common Control with**") means the possession, directly or indirectly, through one or more intermediaries, of more than 50% of the issued shares or the ability to determine or influence the determination of management policies or activities of any person, whether through ownership of equity interests, by contract, or otherwise.

2.1.3 "**Confidential Information**" for the purposes of these General Terms includes technical, technological, commercial, organizational, or other information used in the commercial activities of the Disclosing Party, which has actual or potential commercial value due to its unknown nature to an unlimited number of third parties and to which there is no free access on a legal basis.

2.1.4 "**Confidentiality Regime**" means legal, organizational, technical, and other measures taken by the owner of the Trade Secret to protect its confidentiality in accordance with applicable laws of the Russian Federation.

2.1.5 "**Disclosure of Confidential Information**" (Disclosure) - any act or omission that results in Confidential Information, in any form (whether oral, written, or any other form, including through the use of technical means), becoming known to third parties without the consent of the owner of such information.

2.1.6 "**Related Persons**" with respect to any Party means (provided such persons are related to the Subject of Cooperation): (i) its officers, employees, consultants, agents, and representatives; (ii) its Affiliates and employees, officers, consultants, agents, and representatives of such Affiliates; and (iii) officers, employees, and partners of the above-mentioned consultants, agents, and representatives or their respective Affiliates.

2.1.7 "**Trade Secret**" means information of any kind (production, technical, economic, organizational, etc.), including results of intellectual activity in the scientific and technical sphere, and information on methods of professional activity, which has actual or potential commercial value due to its unknown nature 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 established a Confidentiality Regime.

2.2. In the text of these General Terms:

2.2.1. References to a "**day**" shall be interpreted as references to a calendar day.

2.2.2. References to a "**business day**" shall be interpreted as references to an official business day in the Russian Federation.

2.2.3. "**Person**" means a natural or legal person (regardless of the place of registration), firm, government, state, governmental authority, local government, joint venture, association, partnership, labor council, or trade union.

2.2.4. Terms used in the singular include the plural (and vice versa).

2.2.5. "**Written**" or "**in writing**" means any method of reproducing words in a readable and unalterable form over time, including scanned documents in PDF format with signatures of authorized representatives sent by email.

2.2.6. References to "sections" shall be interpreted as references to sections of these General Terms, unless otherwise required by the context.

3. **CONFIDENTIALITY OBLIGATIONS**

3.1. In addition to the requirements provided by the laws of the Russian Federation, the Parties, including their Authorized Representatives, shall:

3.1.1. Take measures to prevent the disclosure of Information that are at least comparable to the measures taken to protect their own confidential information.

3.1.2. Not use or copy Information for any purposes other than for studying, evaluating, and implementing the Subject of Cooperation (hereinafter referred to as the "Purpose").

3.1.3. Not disclose, reproduce, distribute, or otherwise provide access to the Information in any form or by any means to any persons, except for Authorized Recipients of the Party.

3.1.4. Not transmit Information through open communication channels or using unencrypted information over the internet.

3.2. The Parties agree to use the Confidential Information strictly for the purposes of implementing this Agreement. The Parties shall be responsible for ensuring that any persons to whom this Confidential Information is disclosed in connection with the performance of the Parties' contractual obligations comply with the requirements for the protection of Confidential Information. It is a mandatory condition that, when transferring Confidential Information to such persons, confidentiality agreements are executed with them or appropriate confidentiality provisions are included as clauses or sections in employment or other contracts with such persons. The Parties shall not, either independently or through third parties, without the prior written consent of the Party that disclosed the Confidential Information, engage in the sale, exchange, publication, copying, provision/disclosure, or any other form of disclosure of such information, including but not limited to by means of photocopying, reproduction, or using electronic media, except where the receiving Party is required to disclose the Confidential Information in whole or in part to governmental authorities in accordance with applicable law.

In such cases, the receiving Party must immediately notify the other Party in writing, specifying the method of disclosure, the scope, and the content of the disclosed information.

3.3. The confidentiality obligations do not apply to Information that:

3.3.1. Is publicly known at the time of disclosure or becomes publicly available other than through a breach of these obligations by the Receiving Party and its Authorized Recipients. For clarity, the Parties agree that:

3.3.1.1. Information shall not be considered publicly known solely because it is available to a few persons for whom such Information may be of commercial interest.

3.3.1.2. The availability of certain details constituting the Information does not imply the public availability of any other related Information.

3.3.2. Is lawfully received by the Receiving Party or its Authorized Recipients before disclosure in accordance with the General Terms (provided the Receiving Party and its Authorized Recipients have appropriate evidence).

3.3.3. Is lawfully received by the Receiving Party or its Authorized Recipients after disclosure in accordance with the General Terms (provided the Receiving Party or its Authorized Recipients have appropriate evidence) from any persons not party to the General Terms who are not bound by confidentiality obligations to the Disclosing Party concerning the aforementioned Information.

3.3.4. Is independently developed by the Receiving Party or its Authorized Recipients without using any part of the Information (provided the Receiving Party and its Authorized Recipients have appropriate justified evidence).

3.4. The Parties shall not assign, transfer (including subcontracting), pledge, encumber, or otherwise dispose of the rights and obligations provided by the General Terms (in whole or in part).

3.5. The Counterparty shall not disclose (including revealing, transmitting) to third parties in any manner, including through the media and the internet, any information regarding the Subject of Cooperation and/or the agreement containing the Counterparty's obligation to comply with the requirements of the General Terms (hereinafter referred to as the "Agreement"), as well as information about the Company and JSC "Ruschem," its affiliates and/or contractors, and their activities, nor refer to cooperation with them in relations with any third parties, without the prior written consent of the Company. The Counterparty shall not use in any manner, including in domain names and on the internet, designations identical or similar to a degree of confusion with domain names, trademarks, commercial designations, and other means of individualization belonging to JSC "Ruschem," nor take actions to register such designations in its name or in the name of third parties without the prior written consent of JSC "Ruschem."

3.6. The following shall not be considered violations and do not require the Company's consent:

3.6.1. Provision by the Counterparty to third parties of information indicating the general name of Goods/Works/Services supplied by the Counterparty to the Company, with periods of their supply/performance (without disclosing detailed information, including technical details, transaction conditions, the course of their conclusion and execution, and without any evaluative judgments).

3.6.2. Provision by the Counterparty of information to governmental authorities upon their request, conditioned by the need for the Counterparty to comply with the requirements of applicable legal norms, with notification to the Company of such provision of information.

3.6.3. Provision by the Counterparty to third parties of information disclosed for general information by the Company and/or JSC "Ruschem" through their websites or otherwise.

3.7. Sections 4 and 5 shall remain in effect for 20 years from the date of termination of the General Terms or the Agreement, whichever occurs later.

3.8. The Party disclosing the Confidential Information remains its owner and/or holder. The disclosing Party has the right to require the other Party to return any Confidential Information at any time by sending a written notice to the other Party. Within 3 business days after receiving such notice, the other Party must return all originals of the Confidential Information and destroy all copies and reproductions thereof in any form that are in its possession, as well as in the possession of any persons to whom it has disclosed such Confidential Information in accordance with the terms of this Agreement, except in cases where the receiving Party is required by the laws of the Russian Federation to retain one copy of the Confidential Information received from the other Party for the purpose of fulfilling contractual activities.

The rights and obligations of the Parties under this Agreement shall pass to the respective successor(s) in the event of the reorganization of either Party.

In the event of the liquidation of either Party, such Party must, prior to the completion of the liquidation, ensure the return of all originals and the destruction of all copies of documents containing the Confidential Information provided by the other Party.

3.9. The receiving Party agrees not to make copies of the Information (and to prevent such actions by its Authorized Recipients), except for copies intended for the internal use of the receiving Party and its Authorized Recipients to achieve the Purpose.

4. PERMITTED DISCLOSURE OF INFORMATION

4.1. Subject to the provisions of Sections 3 and 4, the Receiving Party may disclose, reproduce, and distribute Information only:

4.1.1. With the prior written consent of the Disclosing Party for such disclosure, reproduction, or distribution;

4.1.2. To the Receiving Party's Related Persons directly involved in studying, evaluating, or, if applicable, implementing the Subject of Cooperation, provided their acquaintance with the Information is strictly necessary for purposes related to the Subject of Cooperation (hereinafter referred to as "Authorized Recipients"), but solely to the extent required to achieve the Purpose; or

4.1.3. When such disclosure is required by law, mandatory requirements applicable to the Receiving Party, by order of a competent court, or any other authorized government or supervisory body, provided that in such cases of disclosure of Information, the Receiving Party: (i) notifies the Disclosing Party of such disclosure at least three (3) business days in advance (indicating the form, timing, procedure, and purpose of the intended disclosure) and takes into account the reasonable requests of the Disclosing Party regarding such disclosure; (ii) takes reasonable measures (if possible) to ensure that confidentiality is maintained with respect to the disclosed Information; and (iii) discloses the Information to the minimum extent necessary to comply with the requirement of the relevant authorized government or supervisory body.

4.2. The Receiving Party shall inform the Authorized Recipients of the confidential nature of the Information and ensure that the Authorized Recipients comply with the obligations regarding the Information as provided in the General Terms.

4.3. The Receiving Party shall, upon the Disclosing Party's first request, provide the Disclosing Party with information on the persons included in the list of Authorized Recipients.

5. RETENTION OF RIGHTS AND DISCLAIMER

5.1. Each Party retains all rights to its respective Information. Disclosure of Information by either Party does not grant the other Party any rights, licenses, or powers regarding the Information beyond those explicitly provided in these General Terms.

5.2. Except as explicitly stated in these General Terms, neither Party makes any express or implied representations or warranties regarding the Information, including (without limitation) its accuracy or completeness.

5.3. Disclosure of Information by either Party shall not be construed as an offer, acceptance, representation, or warranty by such Party regarding the conclusion of any future agreement with the other Party concerning the Purpose or any other matter.

6. RETURN OR DESTRUCTION OF INFORMATION

6.1. Except where the Information results from performed work/services or relates to goods sold by either Party to the other Party, the Receiving Party shall, at its own expense, within ten (10) business days after receiving a corresponding written request from the Disclosing Party

6.1.1. Return or destroy all Information provided to the Receiving Party and its Authorized Recipients in written form;

6.1.2. Destroy all results of processing, compilation, or research, notes, memos, 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 where required by law, court order, or government regulation, provided that the confidentiality obligations for such Information are not violated and proper archiving is ensured;

6.1.3. If possible, delete or ensure the deletion of Information stored on computers, word processing systems, and any other devices under the possession, custody, or control of the Receiving Party and/or its Authorized Recipients (recognizing and acknowledging that the permanent deletion of Information created by automatic archiving and backup systems may not be feasible); and

6.1.4. Confirm that all requirements under Section 5 have been fully complied with.

7. NOTIFICATIONS

7.1. Any notifications, claims, or demands relating to the General Terms (hereinafter referred to as "Notifications") must be in writing and sent to the relevant Party at the address specified in Appendix No. 1 to the General Terms (or any other address, including an email address, that such Party subsequently notifies the other Party of in writing).

7.2. Notifications may:

7.2.1. Be delivered personally;

7.2.2. Be sent electronically via email;

7.2.3. Be sent by courier service.

7.3. A Notification is considered delivered upon receipt, regardless of the method of sending.

7.4. The Receiving Party must promptly notify the Disclosing Party of any disclosure of Information to third parties (such notification does not release the Receiving Party from its confidentiality obligations regarding such Information).

8. TERMINATION OF NEGOTIATIONS. TERM OF GENERAL TERMS

8.1. If any Party decides to terminate further negotiations with the other Party regarding the Subject of Cooperation, such Party shall promptly notify the other Party in writing.

8.2. The General Terms become effective for the Parties on the date the Counterparty joins them by signing and sending a Notice of Adherence to the General Terms to the relevant Company, or by signing an Agreement containing provisions on adherence to the General Terms (hereinafter referred to as the "Effective Date"), and remain in effect for three (3) years unless otherwise provided in the Notice of Adherence. The confidentiality obligations regarding Information remain in effect for three (3) years from the termination of the General Terms.

8.3. The General Terms apply retroactively to Information disclosed to the Receiving Party for the Purpose before the Effective Date.

8.4. Amendments to the General Terms may be made unilaterally by the Company by posting an updated version on the JSC "Ruschem" website. Amendments become effective upon posting the new version of the General Terms on the website in the relevant section.

9. LIABILITY OF THE PARTIES

9.1. If Information becomes public or is disclosed to a third party in violation of these General Terms, the Disclosing Party is entitled to claim compensation for damages from the Receiving Party, including costs related to legal proceedings arising from the disclosure of Information.

9.2. Persons responsible for violating the regulations governing the processing and protection of confidential information shall be subject to administrative, civil, and criminal liability in accordance with the laws of the Russian Federation.

10. APPLICABLE LAW

10.1. These General Terms and any non-contractual obligations arising out of or in connection with these General Terms are governed by and interpreted in accordance with the laws of the Russian Federation.

11. DISPUTE RESOLUTION

11.1. Any disputes arising out of or in connection with these General Terms shall be resolved by the Arbitration Court of Moscow.

11.2. Prior to referring a dispute to the arbitration court, a claim must be submitted with supporting documents. The claim review period shall not exceed thirty (30) days from the date of receipt.

11.3. The Parties agree that claims sent by one Party via email from its email addresses to the email addresses of the other Party are fully legally binding and are considered delivered upon the sender's receipt of an automatic response from the recipient's mail server confirming delivery (or upon sending the email if the

recipient's server does not have the automatic response function configured or enabled). Proper proof of sending and receiving claims by email is a printed version of the email text with the attached claim, certified by the sender's signature and seal. Claims can also be sent in accordance with the Electronic Document Management Procedure under these General Terms or by regular mail.

12. REPRESENTATIONS AND WARRANTIES

12.1. The Parties represent and warrant to each other that, at the time of adhering to these Terms:

12.1.1. Each Party is a legal entity duly formed and operating in accordance with applicable law, or an individual entrepreneur registered and conducting business in accordance with applicable law;

12.1.2. The representative signing the Notice of Adherence to the General Terms or the Agreement containing provisions on adherence to the General Terms on its behalf has all necessary authority to do so;

12.1.3. Acceptance and performance of obligations under the General Terms do not violate any provisions of the Party's founding documents, corporate agreements, or internal regulations;

12.1.4. The obligations set forth in the General Terms are valid, lawful, and enforceable against it;

12.1.5. Adherence to the General Terms does not violate any of its obligations to third parties;

12.1.6. All necessary corporate approvals from management bodies required for adherence to the Terms have been obtained;

12.1.7. They are not competitors, i.e., business entities selling goods in the same market where civil transactions have been or will be concluded between the Parties in connection with which the Parties adhere to the General Terms.

12.2. The representations and warranties set forth in this section are and will remain true and accurate throughout the Parties' adherence to the Terms and are considered material to each Party. Each Party relies on them when adhering to the Terms; any falsehood or breach of these representations is considered a material breach of the General Terms. If the representations and warranties are found to be false, the Party providing the false representations and warranties must compensate the other Party for all damages incurred due to such falsehood.