

AGREEMENT No. _____

on confidentiality and non-disclosure of information

Moscow

« ____ » _____ 20____

Sole proprietor Shchukin Alexander Yuryevich, acting on the basis of the OGRNIP certificate 324774600211805 dated March 29, 2024, And

The "Parties", each of which is the "Disclosing" and "Receiving" party, have entered into this agreement, hereinafter referred to as the "Agreement", as follows:

ARTICLE 1

1.1. The transfer of information is conditioned by the cooperation of the Parties.

1.2. The Parties shall transfer to each other information that they consider confidential and/or a trade secret, marked "Confidential", namely: information concerning technical data, know-how (including, but not limited to, research results), information on products, services, any information on clients, software, developments, samples, drawings, information on computer equipment configurations, financial or advertising information for the purpose of fulfilling obligations under the agreements concluded between the Parties.

ARTICLE 2

The parties acknowledge the importance of this matter and agree to undertake the following obligations:

2.1. For a period of 3 (three) years from the date of conclusion of the Agreement, the Parties will not disclose any information received from each other that constitutes a commercial secret or is confidential to any other person, enterprise, organization, firm, and will not use this information for their own benefit, except for use for the purpose of fulfilling obligations under the Agreement.

2.2. The Receiving Party will maintain the same high degree of secrecy with respect to the disclosure or use of this information that the Receiving Party would reasonably maintain with respect to its own confidential or proprietary information of similar importance.

2.3. The Receiving Party will use the information provided to it by the Disclosing Party solely in the interests of the Disclosing Party.

2.4. Any actions by the Receiving Party with the Disclosing Party's clients using the information received from it will be carried out only with the prior written consent of the Disclosing Party.

2.5. Each Party will not take any actions aimed at transferring to work as employees of the other Party in its company, its subsidiaries or its affiliates, either during the term of the Agreement or within 3 (three) years after the expiration of the Agreement.

ARTICLE 3

3.1. Any information marked "Confidential" and transferred in writing is considered confidential or constitutes a trade secret. The transfer of such information is formalized by an Information Transfer Protocol (Appendix No. 1, which is an integral part of the Agreement), specifying the list of confidential information transferred and the media on which it is stored.

3.2. The transfer of Confidential information orally, as well as via open telephone, telegraph and facsimile communication channels, as well as using the Internet, is not permitted.

3.3. Information will not be considered confidential or a trade secret, and the Receiving Party will have no obligations with respect to such information if it satisfies one of the following:

- already known to the Receiving Party prior to the conclusion of the Agreement;
- is or becomes publicly known as a result of the wrongful, negligent or intentional act of the Disclosing Party;
- legally obtained from a third party without restriction and without violation of the Agreement;
- provided to a third party by the Disclosing Party without a similar restriction on the rights of the third party;
- developed by the Receiving Party, provided that the person or persons who developed it did not have access to confidential or proprietary information of the Disclosing Party;
- permitted for disclosure by written consent of the Disclosing Party.

ARTICLE 4

4.1. In the event of failure to fulfill obligations under the Agreement, the Party that violated the obligations shall compensate the other Party for documented actual damages arising in connection with the failure to fulfill obligations under the Agreement.

4.2. Each Party appoints the person specified below as its Secrecy Officer to receive, on its behalf, all confidential or trade secret information under the Agreement. Either Party may change its Secrecy Officer by giving written notice to the Disclosing Party of the name and address of its newly appointed Secrecy Officer within five days prior to the appointment date.

4.3. All information provided by the Disclosing Party to the Receiving Party under the Agreement shall be and remain the exclusive property of the Disclosing Party, and the data and any copies thereof shall be promptly returned to the Disclosing Party upon written request or destroyed at the discretion of the Disclosing Party.

ARTICLE 5

5.1. Neither Party may transfer its rights and obligations under the Agreement in whole or in part without the prior written consent of the other Party.

5.2. In the event of disclosure of confidential information at the request of an authorized government agency or court, the Receiving Party shall make every effort to ensure that the said agencies treat this information as confidential or constituting a commercial secret, or in accordance with the requirements of applicable law.

ARTICLE 6

6.1. All oral agreements under this Agreement are null and void. Any amendments or additions to this Agreement are valid only if made in writing and signed by authorized representatives of each Party.

6.2. The Agreement is governed by the current legislation of the Russian Federation and all disputes related to or arising from it shall be subject to consideration in the Arbitration Court of Moscow in the manner prescribed by the legislation of the Russian Federation.

6.3. The Agreement constitutes the entire agreement between the Parties with respect to confidential information and supersedes and cancels previous agreements between the Parties with respect to confidential information, whether express or implied, regardless of its form.

6.4. The Agreement is drawn up and signed in two copies, each having equal legal force, one for each Party.

6.5. The agreement comes into force on the date of signing and is valid for 3 (three) years.

6.6. Responsible for secrecy Shchukin Alexander Yuryevich.

6.7. Responsible for secrecy _____.

DETAILS OF THE PARTIES

Sole proprietor

Shchukin Alexander Yuryevich

SIGNATURES OF THE PARTIES

Sole proprietor

Shchukin Alexander Yuryevich

_____ Shchukin A.Yu.

M.P.

Appendix No. 1

to Agreement No. _____ dated « ____ » _____ 20____

PROTOCOL
on the transfer of confidential information

Moscow

« ____ » _____ 20____

No.	Subject of transfer	Document name, carrier

From _____ side

From _____ side

Individual Entrepreneur

Shchukin Alexander Yuryevich

_____ Shchukin A.Yu.

M.P.