GENERAL TERMS AND CONDITIONS FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

The General Terms and Conditions for Non-Disclosure of Confidential Information of Companies (hereinafter referred to as the “General Terms” or “Terms”) shall apply to:

— Companies, as specified in Appendix 1 to the Notice of Accession to the General Terms and Conditions for Non-Disclosure of Confidential Information, or pursuant to an Agreement containing provisions on accession to the General Terms in accordance with Article 428 of the Civil Code of the Russian Federation and the General Terms, being 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 an individual entrepreneur (hereinafter referred to as the "Counterparty") (hereinafter collectively referred to as the “Parties”, and individually as a “Party”).

1. CONSIDERING THAT:

1.1. As part of joint business projects, the Parties intend to exchange Confidential Information (hereinafter referred to as the “**Subject Matter of Cooperation**”).

1.2. The Parties confirm that, if one of the Parties (hereinafter referred to as the “**Disclosing Party**”) provides 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 accedes to the General Terms on the basis of the Notice of Accession to the General Terms for Non-Disclosure of Confidential Information (hereinafter referred to as the "**Notice of Accession**"), sent to the Company, or by signing an Agreement containing provisions on accession to the General Terms in accordance with Article 428 of the Civil Code of the Russian Federation and the General Terms (hereinafter referred to as the “**Agreement**”).

1.4. Confidential Information includes all information (regardless of whether it is explicitly marked as confidential), including information regarding the composition and personnel of the Board of Directors of JSC “Ruschem” and its beneficial owners, as well as trade secrets belonging to the Disclosing Party and/or its Affiliates. This information may be disclosed by the Disclosing Party to the Receiving Party in any form (including written or oral, visual, electronic, or digital form, or on magnetic media), directly or indirectly (including in the course of negotiations) in connection with the Subject Matter of Cooperation. It also includes information regarding the cooperation between the Parties, the content of contractual documents, including volumes, prices, pricing methodologies, technical specifications and/or terms of reference, deadlines for performance of obligations, terms and conditions of payment, and data related to the Subject Matter of Cooperation and/or the subject matter of contracts entered into between the Parties, the progress of cooperation, and the results achieved (hereinafter referred to as the “**Information**”).

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

2. DEFINITIONS AND INTERPRETATION

2.1. In these General Terms, the terms and expressions set forth below shall have the meanings assigned to them in this Clause 2:

2.1.1. “**Affiliate**” means, with respect to any Party, any other natural or legal person directly or indirectly Controlling, Controlled by, or under common Control with such Party.

2.1.2. “**Information Constituting Trade Secret**” means information of any nature (including industrial, technical, economic, organizational, or other information, as well as information related to the results of intellectual activities in the scientific and technical fields, and methods of conducting

professional activities) that has actual or potential commercial value due to its non-disclosure to third parties, to which third parties do not have lawful access, and in respect of which the holder of such information has established a Confidentiality Regime.
2.1.3. "**Control**" (including terms such as "Controlling," "Controlled," or "under common Control") means the direct or indirect ownership, through one or more intermediaries, of more than 50% of the issued shares or the ability to determine or influence the management policy or activities of any entity, whether through equity participation, contractual arrangements, or otherwise.
2.1.4. "**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 that has actual or potential commercial value due to its non-disclosure to an unlimited number of third parties, and to which there is no lawful access.
2.1.5. "**Disclosure of Confidential Information**" (Disclosure) means any act or omission resulting in Confidential Information becoming known to third parties in any form (oral, written, or otherwise, including through the use of technical means) without the consent of the owner of such information.
2.1.6. "**Confidentiality Regime**" means legal, organizational, technical, and other measures taken by the holder of Information Constituting Trade Secret to protect its confidentiality in accordance with applicable laws of the Russian Federation.
2.1.7. "**Related Persons**" with respect to any Party means (provided that such persons are related to the Subject Matter of Cooperation): (i) its officers, employees, consultants, agents, and representatives; (ii) its Affiliates and the officers, employees, consultants, agents, and representatives of such Affiliates; and (iii) the officers, employees, and partners of the aforementioned consultants, agents, and representatives or their respective Affiliates.
2.2. In these General Terms:
2.2.1. references to a "**day**" shall be construed as references to a calendar day;
2.2.2. references to a "**business day**" shall be construed as references to an official working day in the Russian Federation;
2.2.3. the term "**person**" includes, inter alia, any natural or legal person (regardless of place of registration), firm, government, state, governmental authority, local government body, joint venture, association, partnership, works 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 form of reproducing words in a readable and unchangeable format, including scanned documents in PDF format with signatures of authorized representatives sent via email;
2.2.6. references to "**Clauses**" shall be construed as references to clauses of these General Terms unless otherwise required by the context.

3. CONFIDENTIALITY OBLIGATIONS

3.1. In addition to the requirements set forth by the laws of the Russian Federation, the Parties, both personally and through their Authorized Representatives, shall:
3.1.1. take measures with respect to the Information to prevent its disclosure that are at least equivalent to those taken for their own confidential information;
3.1.2. refrain from using or copying the Information for any purpose other than for studying, evaluating, and implementing the Subject Matter of Cooperation (hereinafter referred to as the "**Purpose**");
3.1.3. not disclose, reproduce, distribute, or otherwise grant access to the Information in any form or by any means to any persons, except for Authorized Recipients of the Party.
3.2. The Parties undertake to use the Information strictly for the Purpose of the Subject Matter of Cooperation. The Parties shall be responsible for ensuring compliance with the requirements for the protection of the Information by persons to whom such Information is transmitted in connection with the fulfillment of the Parties' contractual obligations. It is mandatory that such persons enter into

confidentiality agreements or that relevant confidentiality provisions are included as clauses or sections in their employment or other agreements. The Parties shall not, without the prior written consent of the other Party that provided the Information, engage in or permit any sale, exchange, publication, copying, provision/disclosure, or other form of dissemination of the Information, including but not limited to photocopying, reproduction, or use of electronic media, except where the Receiving Party is required by law to fully or partially disclose such Information to governmental authorities. In such cases, the Receiving Party shall promptly provide the Disclosing Party with written notice specifying the method, scope, and content of the disclosed Information.

3.3. The confidentiality obligations with respect to the Information shall not apply to Information that:

3.3.1. is publicly known or generally available at the time of its disclosure, except where such availability results from a breach of obligations by the Receiving Party or its Authorized Recipients. For the avoidance of doubt, the Parties agree that:

3.3.1.1. Information shall not be deemed publicly known solely because it is available to several persons for whom it may be of commercial interest;

3.3.1.2. public access to certain details related to the Information does not imply public availability of any other related Information;

3.3.2. was lawfully obtained by the Receiving Party or its Authorized Recipients prior to its disclosure under these General Terms (provided that the Receiving Party and its Authorized Recipients can provide appropriate evidence);

3.3.3. was lawfully obtained by the Receiving Party or its Authorized Recipients after the disclosure in accordance with these General Terms from a third party not bound by confidentiality obligations to the Disclosing Party in respect of such Information;

3.3.4. was developed independently by the Receiving Party or its Authorized Recipients without the use of any part of the Information (provided that the Receiving Party and its Authorized Recipients can provide substantiated evidence).

3.4. The Parties may not assign, transfer (including by subcontracting), pledge, encumber, or otherwise dispose of any rights or obligations under these General Terms, in whole or in part.

3.5. The Counterparty shall not, without the prior written consent of the Company, disclose (including by publication or transmission) to third parties, in any manner including through mass media or the Internet, any information related to the Subject Matter of Cooperation and/or the Agreement, as well as any information about the Company, JSC “Ruschem,” its Affiliates, and/or its counterparties, or their activities, nor make any reference to cooperation with them in communications with any third parties. The Counterparty shall not, without prior written consent, use any designations identical or confusingly similar to the Company’s domain names, trademarks, trade names, or other identifiers, including in domain names and on the Internet, nor take actions to register such designations in its own name or in the name of third parties.

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

3.6.1. disclosure by the Counterparty to third parties of information with a general description of the Goods/Work/Services supplied to the Company, including the periods of supply/performance/provision (without disclosing detailed information, such as technical details, conditions of transactions, or the process of their negotiation and execution, and without any evaluative statements);

3.6.2. disclosure by the Counterparty of information to governmental authorities upon their request, provided that it is necessary for compliance with legal requirements, with notification to the Company of such disclosure;

3.6.3. disclosure by the Counterparty to third parties of information that has been made publicly available by the Company and/or JSC “Ruschem” through postings on their websites or otherwise.

3.7. The Disclosing Party shall retain ownership of and/or rights to the Information. The Disclosing Party may, at any time, request the return of any Information by providing written notice to the other Party. Within 3 business days of receiving such notice, the other Party shall return all originals and destroy all copies and reproductions of the Information in any form, including those held by persons to

whom the Information was disclosed in compliance with these General Terms, except where the Receiving Party is legally required under the laws of the Russian Federation to retain a copy of the Information for contractual purposes. The rights and obligations of the Parties under the Notice of Accession to the General Terms and/or Agreement shall transfer to their respective successors in the event of reorganization. In the event of liquidation of any Party, such Party shall, prior to the completion of liquidation, return to the other Party all originals and destroy all copies of documents containing the Information.
3.8. The Receiving Party shall not make copies of the Information (and shall prevent its Authorized Recipients from doing so), 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 Clauses 3 and 4, the Receiving Party is permitted to disclose, reproduce, or distribute the Information solely:
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 the study, evaluation, or, if applicable, implementation of the Subject Matter of Cooperation, where their access to the Information is strictly necessary for purposes related to the Subject Matter of Cooperation (hereinafter referred to as "Authorized Recipients"), but only to the extent required to achieve the Purpose; or
4.1.3. in cases where such disclosure is required by applicable law, mandatory regulations, or upon the request of a court of competent jurisdiction or any other authorized governmental or regulatory authority, provided that in the event of disclosure in the circumstances mentioned above, the Receiving Party shall: (i) notify the Disclosing Party of such disclosure at least 3 business days in advance (specifying the form, timing, method, and purpose of the intended disclosure) and consider any reasonable requests of the Disclosing Party regarding such disclosure; (ii) take reasonable measures (to the extent possible) to ensure that confidentiality is maintained with respect to the disclosed Information; and (iii) disclose the Information only to the minimum extent necessary to comply with the requirements of the relevant authorized governmental or regulatory authority.
4.2. The Receiving Party shall inform its Authorized Recipients of the confidential nature of the Information and ensure that the Authorized Recipients comply with the obligations concerning the Information as set forth in these General Terms.
4.3. Upon request by the Disclosing Party, the Receiving Party shall promptly provide information regarding the individuals included among the Authorized Recipients.

5. RETENTION OF RIGHTS AND DISCLAIMERS

5.1. Each Party retains all rights to its Information. Disclosure of Information by either Party does not grant the other Party any rights, licenses, or authorities in relation to the Information beyond those expressly provided for in these General Terms.
5.2. Unless otherwise expressly stated in these General Terms, the Parties make no 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 with respect to the conclusion of any future agreement with the other Party in connection with the Purpose or for any other purpose.

6. RETURN OR DESTRUCTION OF INFORMATION

6.1. Unless the Information is the result of completed work/services or relates to goods sold by either Party to the other Party, the Receiving Party shall, at its own expense, within 10 business days of receiving a 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, compilations, analyses, notes, memoranda, and other documents prepared by the Receiving Party or its Authorized Recipients that contain or reflect the Information. The Receiving Party and its Authorized Recipients may retain a copy of certain portions of the Information if required by law, court order, or government authority, provided that this does not violate the confidentiality obligations and that such data is properly archived;
6.1.3. where feasible, delete or ensure the deletion of the Information from computers, word processing systems, and any other devices under the control or possession of the Receiving Party and/or its Authorized Recipients in a manner that prevents recovery (the Parties acknowledge that it may not be practically feasible for the Receiving Party and/or its Authorized Recipients to completely delete Information created as a result of automatic archiving or backups);
6.1.4. confirm that all requirements set forth in Section 6 have been fully complied with.

7. NOTICES

7.1. Any notices, claims, or demands related to these General Terms (hereinafter referred to as "**Notices**") shall be in writing and sent to the relevant Party at the address specified in Appendix No. 1 to the Notice of Accession to the General Terms or in the Agreement (or any other address, including an email address, which such Party subsequently notifies to the other Party in writing).
7.2. Notices may be:
7.2.1. delivered in person;
7.2.2. sent via electronic message by email;
7.2.3. sent via courier delivery service.
7.3. A Notice shall be deemed delivered upon receipt, regardless of the method of transmission.
7.4. The Receiving Party is obligated to promptly notify the Disclosing Party of any disclosure of the Information to third parties (it being understood that such notification does not release the Receiving Party from its obligations to maintain the Confidentiality Regime regarding such Information).

8. TERMINATION OF COOPERATION. TERM OF THE GENERAL TERMS

8.1. If any Party decides to cease further cooperation with the other Party regarding the Subject Matter of Cooperation, such Party shall immediately notify the other Party in writing.
8.2. The General Terms shall become effective for the Parties on the date of the Counterparty's accession by signing and submitting the Notice of Accession to the General Terms or by signing an Agreement containing provisions for accession to the General Terms (hereinafter referred to as the "Effective Date"), and shall remain in effect for 3 years unless otherwise specified in the Notice of Accession or the Agreement. The confidentiality obligations of the Parties shall continue for 3 years from the date of signing the Notice of Accession or during the term of the Agreement and for 3 years following its termination.
8.3. These General Terms shall apply retroactively to Information that was disclosed to the Receiving Party to achieve the Purpose prior to the Effective Date.
8.4. The Company may unilaterally amend the General Terms by posting an updated version on the website of JSC "Ruschem." Such amendments shall become effective upon publication on the website, unless otherwise agreed by the Parties in the Notice of Accession or the Agreement.

9. LIABILITY OF THE PARTIES

9.1. If the Information becomes publicly known or is disclosed to a third party in violation of these General Terms, the Disclosing Party shall have the right to seek compensation from the Receiving Party for any damages incurred, including expenses related to legal proceedings resulting from the disclosure of the Information.
9.2. Individuals responsible for violations of the rules governing the processing and protection of confidential information shall bear administrative, civil, and criminal liability in accordance with the applicable 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 them shall be governed by and construed in accordance with the laws of the Russian Federation.

11. DISPUTE RESOLUTION

11.1. All disputes arising out of or in connection with these General Terms shall be resolved by the Arbitration Court at the location of the Company, unless otherwise agreed by the Parties in the Notice of Accession to the General Terms or in the Agreement.
11.2. Prior to referring a dispute to the Arbitration Court, a claim must be submitted with supporting documentation attached. The period for reviewing the claim shall not exceed 30 (Thirty) days from the date of its receipt.
11.3. The Parties agree that claims sent by the claiming Party via email from the claiming Party's email address to the other Party's email address shall have full legal force and be deemed delivered to the recipient upon receipt of an automatic server response indicating delivery (or upon sending if the recipient’s server does not have or has disabled the automatic response function). Proper confirmation of sending and receipt of claims via email shall consist of a printed copy of the email text with an attached copy of the claim, signed and sealed by the sender. Claims may also be submitted in accordance with the Procedure for Electronic Document Management as provided in the Contractual Terms of JSC “Ruschem” or the Agreement, or sent by standard postal mail.

12. REPRESENTATIONS AND WARRANTIES

12.1. The Parties represent and warrant to each other that, as of the date of accession to the Terms:
12.1.1. each Party is a legal entity duly established and validly existing under applicable law, or an individual entrepreneur registered and operating in compliance with applicable law;
12.1.2. the representative signing the Notice of Accession to the General Terms or the Agreement containing provisions for accession to the General Terms on its behalf has all necessary authority to do so;
12.1.3. acceptance and performance of the obligations under the General Terms does not result in any breach of the Party’s charter documents, corporate agreements, or internal regulations;
12.1.4. the obligations established in the General Terms are valid, lawful, and enforceable against the Party;
12.1.5. accession to the General Terms does not breach any of the Party’s obligations to third parties;
12.1.6. all necessary corporate approvals from governing bodies required for accession to the Terms have been obtained;
12.1.7. the Parties are not competitors, meaning they are not economic entities engaged in the sale of goods in the same product market where the Parties have entered into, are entering into, or will subsequently enter into civil law transactions in connection with which the Parties are acceding to the General Terms.

12.2. The representations and warranties set forth in this Section are, and shall remain, true and accurate for the entire term of the Parties' accession to the Terms. These representations are deemed material to each Party, and each Party relies on them when acceding to the Terms; any inaccuracy or breach of such representations shall be considered a material breach of the General Terms. If any representation or warranty proves to be inaccurate, the Party providing the inaccurate representation or warranty shall indemnify the other Party for all losses incurred as a result of such inaccuracy.

13. INSTRUCTION FOR PROCESSING PERSONAL DATA

13.1. Unless otherwise provided by the terms of the Agreement, when interacting within the framework of cooperation, the Parties are guided by the Instruction for processing personal data, posted at https://ruschem.ru/personal_data_policy