

Appendix
to the Regulations on Submission of
the Documents and Information
to the Shareholders of
“Surgutneftegas” PJSC

Confidentiality Agreement (form)

the city of Surgut

“ ____ ” ____ 20__

“Surgutneftegas” PJSC, hereinafter referred to as “the Company” represented by _____ acting on the basis of _____, and _____, hereinafter referred to as “the Shareholder”¹, hereinafter collectively referred to as “the Parties” have concluded this Confidentiality Agreement as follows:

Article 1

For the purposes of the Agreement the terms used herein shall have the following meanings:

“the Information” means the written information, including copies and extracts defined by the internal documents of the Company and the current legislation of the Russian Federation and related to the Company’s business which has actual or potential commercial value due to its non-public nature, and in respect of which the Company ensures confidentiality.

“the Agreement” means this document, all appendices, amendments and addenda hereto.

Article 2

The Company shall submit the Information to the Shareholder under this Agreement, and the Shareholder shall undertake obligations specified herein.

Article 3

3.1. The Shareholder shall:

3.1.1. Accept the Information in accordance with the Delivery and Acceptance Act (Appendix)².

3.1.2. Ensure proper handling of the Information, including its storage with no access of the third parties to the Information.

¹ When the Agreement is signed by the Shareholder’s proxy the term “Shareholder” mentioned elsewhere in the text, where applicable, shall be replaced by the term “Receiving Party”.

² When the Information is received by the Shareholder’s proxy the Delivery and Acceptance Act shall not be included in the agreement signed by the Shareholder.

3.1.3. Use the Information only for the business purposes specified in the Shareholder's request for the Information submitted to the Company³.

3.1.4. Submit or disclose the Information to the third parties subject to the Company's prior written consent⁴.

3.1.5. Immediately notify the Company of the fact that the Information disclosure was committed by the Shareholder or the fact of disclosure or threat of disclosure, illegal acquisition or usage of the Information by the third parties has become known to the Shareholder.

3.1.6. The Shareholder shall guarantee to the Company that there shall not be any misuse of the Information which can result in any adverse consequences for the Company, including (but not exclusively) those of financial or reputation nature.

3.1.7 Fully indemnify the Company for losses arising from the failure to comply with the Agreement within 10 (ten) calendar days from the date of the Company's claim.

3.1.8 The Company shall have the right to apply any civil rights remedies which are not prohibited by the current legislation of the Russian Federation.

Article 4

The Information submitted by the Company under the Agreement shall not be duplicated. If the Shareholder needs to duplicate the Information, the content and volume of the duplicated Information as well as the required number of copies shall be agreed with the Company in writing. The obligations specified in the Agreement shall apply to any copy made⁵.

Article 5

5.1. The Shareholder shall be under no obligation in regard to any information which:

5.1.1 was legally obtained by the Shareholder from the third parties or as a result of the in-house research conducted by the Shareholder without use of the Information submitted by the Company;

5.1.2 was disclosed by the Company.

Article 6

6.1 All disputes related to the Agreement shall be settled by the Parties through negotiations. In case the Parties fail to achieve consensus, disputes shall be settled in the Arbitration Court under the determined jurisdiction following the pre-trial dispute resolution procedure of claim submission.

The claim shall be transferred to the Party in the form of a letter with the declared value, list of enclosures and delivery confirmation or by the courier. The list of enclosures shall ensure unambiguous identification of the documents enclosed in the letter. The claim shall be accompanied by the documents

³ When the Agreement is concluded with the Shareholder's proxy this clause shall be excluded.

⁴ When the Agreement is concluded with the Shareholder's proxy this clause shall be read as follows: "Submit the Information only to the Shareholder who has issued the power of attorney for receipt of the documents".

⁵ When the Agreement is concluded with the Shareholder's proxy this clause shall be read as follows: "The Information submitted by the Company under this Agreement shall not be duplicated".

confirming the basis on which the claim is made and the document confirming the person's authority to sign the claim. Otherwise, the claim procedure shall be deemed null and void.

The claim shall be considered within 30 (thirty) calendar days from the date of its receipt.

Article 7

7.1. The obligation of the Shareholder to maintain confidentiality with respect to the Information received from the Company shall remain in force for an indefinite period.

7.2. All changes of residence address (location address – with respect to a legal entity), passport data (data identifying a legal entity) and telephone numbers of the Shareholder shall be reported to the Company within two working days.

7.3. The Agreement shall be regulated and interpreted in accordance with the current legislation of the Russian Federation.

7.4. All other matters not covered by the Agreement shall be governed by the current legislation of the Russian Federation.

7.5. The Agreement is made in two copies being equally valid – one copy is for the Company and the other is for the Shareholder.

7.6. The Agreement shall enter into force from the date of its signing by the Parties.

7.7. The Delivery and Acceptance Act shall be deemed an integral part of the Agreement (the enclosure: _____ pages in 1 copy).⁶

The Company:

“Surgutneftegas” PJSC

Location:

Russian Federation,
Tyumenskaya Oblast, Khanty-Mansiysky
Autonomous Okrug – Yugra, Surgut,
ul.Grigoriya Kukuyevitskogo, 1, bld. 1.

Postal address:

628415, Russian Federation,
Tyumenskaya Oblast, Khanty-Mansiysky
Autonomous Okrug – Yugra, Surgut,
ul.Grigoriya Kukuyevitskogo, 1, bld. 1.

INN 8602060555

KPP 997250001

OGRN 1028600584540

Acc. 40702810000000100368

JSC BANK “SNGB”;

Corr. Acc. 30101810600000000709

BIC 047144709

Tel.: _____

Fax: _____

_____/_____/_____

The Shareholder:

Full Name

Residence address:

Passport details:

Tel.: _____

Tel.: _____

For legal entities:

Full name: _____

Location:

Postal address:

INN

KPP

OGRN (other identification number in the event
the Shareholder is a foreign person).

Acc.

BIC

Tel.: _____

Fax: _____

_____/_____/_____

⁶ When the Information is received by the Shareholder's proxy the Delivery and Acceptance Act shall not be included in the agreement signed by the Shareholder.