

I. Subject of agreement

1.1. Subject of present Agreement are reciprocal liabilities of the Parties to protect confidential information upon terms, listed in this Agreement. Herewith any Party of the Agreement or both Parties can act as disclosee and/or disclosing Party.

1.2. As part of the present Agreement confidential information is understood as the following list of information, which disclosure can aggrieve (inflict damage) to interests of disclosing Party:

1.2.1. Organization structure information;

1.2.2. Running business processes description;

1.2.3. Information about information systems, that are used in company;

1.2.4. Indicators of economical, financial, operational and other measures, including electronic form of that ones (actual and planned);

1.2.5. Financial reports, copies of financial and economic activities, summary reports on the financial operations, including in electronic form;

1.2.6. Results of research;

1.2.7. Data, software and software elements that provide the parties to each other, or provided on behalf of the Parties, or become known to them in connection with the performance of obligations under the contract between them;

1.2.8. The subject and text of agreement between the Parties and applications to them, if there is a text of a treaty or the application conditions of confidentiality and / or notes about the level of confidentiality;

1.2.9. Other information reported as confidential from opening Party by stamping on paper or by sending a letter with the privacy.

1.3. The agreement does not impose obligations on party that receiving confidential information that:

1.3.1. Was entitled to the possession of the receiving information Party till its receipt from the Party that disclosing information;

1.3.2. Information that becomes or became public without breach by the receiving information;

1.3.3. Lawfully obtained from a third party that is not under an obligation to keep such information confidential;

1.3.4. Transferred to a third party discloses information without an obligation to preserve its confidentiality;

1.3.5. Transmitted in cases prescribed by law;

1.3.6. Transmitted to Party that receives information under the prior written consent of the parties to disclose information.

1.4. Losses under this Agreement and within the meaning of the Civil Code of the Russian Federation are costs that the Party whose right has been violated, made or must be made to restore the violated right, the loss of or damage to property (real damage) Parties, as well as the revenues that the Party has received would have under normal conditions of civil turnover, if its right was not violated (lost profits).

1.5. Protection extends to confidential information of the Parties provided in printed and other media.

II. The rights and obligations of the Parties.

2.1. The Parties undertake to use mutually provided or made known during the interaction confidential information solely for the purpose of fulfillment of obligations under agreements concluded between the Parties, to the extent provided in this Agreement.

2.2. The owner of the confidential information shall be entitled to:

2.2.1. Install, modify and cancel mode of confidential information;

2.2.2. To the protection of the administrative and judicial protection from the actions of other Party, violating the established regime of confidential information or threatening violation of such a regime, in accordance with applicable law;

2.2.3. To require adherence to confidential information by persons to gain access to confidential information as a result of accident or error;

2.2.4. For refunds that caused by the use of confidential information by a third party in its own interests, provided that: this information was received by the person as a result of its transfer to him to get the information without the express consent to disclose information Party; and the person did not know and could not know that the preparation and use of such information to them is illegal; and the owner does not have the practical ability to stop the use of confidential information by the person.

2.3. The receiving party will comply with the same high degree of confidentiality in order to avoid disclosure or use of this information, what would be the receiving Party in compliance with a reasonable degree with respect to its own confidential or trade secret information of the same degree of importance. Under the conditions that violate the established regime of confidential information or threatening violations of such a regime, the Party receiving the information shall promptly notify the other Party of such circumstances.

2.4. The Parties undertake to adopt all necessary measures to secrecy of confidential information, including:

2.4.1. To provide the access of limited number of specialists to confidential information who directly using designated information in connection with the execution of the service tasks;

2.4.2. To conclude confidentiality agreement with each of the employees who have access to confidential information or to include provisions on confidentiality with respect to information that constitutes confidential information in employment or civil contract, and take with each employee having access to confidential information, the signature that he is aware of the provisions of the legislation of the Russian Federation provides for liability for breach of confidentiality.

2.4.3. Do not make copies of documents in more than is usually necessary for the execution of the service tasks specialists, and destroy copies when the need for their use is clearly unnecessary.

2.5. All information issued by disclosing the receiving party in any form under the Agreement, and will remain the exclusive property of the disclosing Party, and data and any copies thereof shall immediately return to the disclosing party upon written request or disposed of at the discretion of the disclosing Party.

2.6. Obligation to preserve confidential information on the party, regardless of whether it becomes confidential information is known by virtue of the Agreement concluded between the Parties, or by accident, error or was transferred to it by a third party without proper authorization from the other Party.

2.7. The Party also has no right to disclose or use confidential information of the other Party, if the Party knew or had reason to know that the information was obtained or acquired by unlawful means in circumstances requiring it to comply with the confidentiality or restrictions on its use.

2.8. The Parties undertake to immediately inform each other about the facts of the excitation action proceedings or other legal acts of third parties for disclosure of any confidential information. Also, the Parties undertake to provide each other assistance in resolving this issue.

III. Liability of the Parties.

3.1. The Receiving Party shall be responsible for the information:

3.1.1. Guilty of disclosure of confidential information if it does not comply with the same high degree of caution, no matter what she complied with within reasonable limits in relation to its own confidential information of similar importance, and - after the discovery of the disclosure or use of this information, the Party is not trying to stop its disclosure or use;

3.1.2. Unauthorized disclosure or use of confidential information by persons who work or worked for her employment, if it fails to protect this information with an equally high level of care, no matter what she complied with within reasonable limits in relation to its own confidential information of similar importance.

3.1.3. Premeditated violation of the confidentiality in order to obtain illegal income, access to markets, where the parties have common interests, achieve other benefits not covered by the Agreement.

3.2. The party has violated the commitments assumed under this Agreement shall compensate the documented losses caused by the disclosure or misuse of confidential information.

3.3. In case of violation of the terms of this Agreement, the receiving Party and information disclosure or use for their own commercial interests of confidential information, the party confidential information that has been disclosed, has the right to demand compensation for damages incurred in connection with the disclosure or use of this information.

3.4. Compensation for damages is made within five (5) banking days from the date of a Party to disclose information requirements.

IV. Special conditions.

4.1. This Agreement shall be construed and governed in accordance with the legislation of the Russian Federation.

4.2. All disputes that may arise between the Parties in connection with this Agreement shall be settled by negotiation between the Parties. If no agreement is reached through negotiations all disputes, controversies or claims related to its performance, breach, termination or invalidity thereof shall be settled by Arbitration Court of Moscow in accordance with Russian legislation.

4.3. This Agreement shall enter into force on the date of its signing and shall be valid for three (3) years from the date of the last execution of obligations for transactions between the parties.

4.4. Recognition of one or more provisions contained in the Agreement invalid, illegal or not subject to legal protection by operation of law, does not affect the validity, legality and safety of the remaining provisions.

4.5. This Agreement applies to the Parties, regardless of changes in the composition of employees of the Parties, its successors, agents and of affiliated entities. With the reorganization of the Party as a legal person of the rights and obligations under this Agreement shall be transferred to its successor. Agreement, including all authorizations, has a liability applies to all legal successors of the Parties, regardless of the reasons for the transfer of rights and obligations. The Parties shall also oblige the terms of this Agreement, its successors, executors and legal representatives.

4.6. All verbal reservations under this Agreement are not valid. Agreement may be modified or amended except in writing and signed by authorized representatives of both parties accountable under seals.