**THIS DOCUMENT IS THE TRANSLATION OF THE AGREEMENT FROM RUSSIAN LANGUAGE TO ENGLISH LANGUAGE**

**ATTENTION!** This document is a standard form of the MTS PJSC non-disclosure agreement, which is offered to the shareholders of MTS PJSC for signing in order to ensure the confidentiality of information (including its protection and non-disclosure) provided to the shareholders of MTS PJSC according to their requests (demands) in accordance with the law of the Russian Federation (hereinafter referred to as the “Agreement”).

This standard form of the Agreement contains provisions, sections or paragraphs that are subject to inclusion in the Agreement, or are not subject to inclusion in the Agreement (when it is finalized for signing with a specific party to the Agreement), depending on a number of factors, including:

1. an individual or a legal entity is the shareholder of MTS PJSC – a party to the Agreement,
2. what percentage of voting shares in the authorized capital of MTS PJSC is owned by the shareholder of MTS PJSC – a party to the Agreement,
3. a public or non-public company is the shareholder of MTS PJSC – a party to the Agreement,
4. whether MTS PJSC and MTS PJSC shareholder – a party to the Agreement are related parties in accordance with the law of the Russian Federation on taxes and levies,
5. whether MTS PJSC and MTS PJSC shareholder – a party to the Agreement belong to the same group of entities, etc.

These provisions, sections or paragraphs begin with the word “ATTENTION!” and are accompanied by explanations.

In order to determine whether a specific section or a paragraph shall or shall not be subject to inclusion in the Agreement, it is necessary to read the accompanying explanation.

Any shareholder of MTS PJSC – a would-be party to the Agreement may delete or leave in the Agreement the provisions, sections, or paragraphs that it considers necessary taking into account factors, explanations and circumstances described above, or do this when finalizing the Agreement for signing, after consulting with MTS PJSC. MTS PJSC is and will always be ready to assist any shareholder upon request with finalizing the Agreement for signing. For consultations and assistance, please contact the Corporate Governance Department of MTS PJSC: shareholder@mts.ru. For the avoidance of doubt - if a shareholder of MTS PJSC deletes or changes any provisions or terms of the Agreement, the Agreement is not deemed concluded until MTS PJSC explicitly expresses its consent to any deletion or change of provisions or terms by a shareholder.

When finalizing the Agreement for signing with any given shareholder, and/or after signing the Agreement, and/or upon receipt of a request (demand) from the shareholder of MTS PJSC to provide access to information of MTS PJSC, and/or prior to granting access to information, MTS PJSC reserves the right to request from any shareholder of MTS PJSC (before or after a shareholder becomes a party to the Agreement) and (or) shareholder’s authorized representatives any documents reasonably required to identify the counterparty (“due diligence”, "know your customer", etc.) and confirm that a person who seeks to get information from MTS PJSC is in fact a shareholder of MTS PJSC and has a right to access the requested information of MTS PJSC, including:

1. information about the shareholder of MTS PJSC and (or) its authorized representatives specified in the Agreement and (or) the request (demand) for providing access to information;
2. authorities of the persons signing the Agreement and (or) signing the request (demand) for providing access to information;
3. percentage of voting shares in the authorized capital of MTS PJSC owned by the shareholder of MTS PJSC, etc.

For the purposes of comprehensive regulation of legal relations with various categories of shareholders of MTS PJSC, this Agreement establishes the procedure according to which all the provisions and norms of the Agreement regulating legal relations between MTS PJSC and MTS PJSC shareholders – legal entities also cover (apply to) legal relations between MTS PJSC and MTS PJSC shareholders – individual entrepreneurs.

**NON-DISCLOSURE AGREEMENT No. \_\_\_**

Moscow \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 202\_

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| ATTENTION! This section shall be included in the Agreement and filled in if the shareholder – a party is an Individual[insert full name] (hereinafter referred to as the **“Shareholder”**), acting in his/her own name, on the one hand, and [**OR]**[insert full name] (hereinafter referred to as the **“Shareholder”**), represented by [insert full name], acting on the basis of \_\_\_\_\_\_\_\_\_\_\_, on the one hand, and [**OR]**[insert full name] (hereinafter referred to as the **“Shareholder”**), represented by [insert name of the Legal Entity], acting under \_\_\_\_\_\_\_\_\_\_\_, established and operating in accordance with the law of [insert name of the country], located at [insert location], represented by [insert full name] on the basis of \_\_\_\_\_\_\_\_\_\_, on the one hand, and |

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| ATTENTION! This section shall be included in the Agreement and filled in if the shareholder - a party is a Legal Entity [insert name of the Legal Entity], established and operating in accordance with the law of [insert name of the country], located at [insert location], (hereinafter referred to as the “**Shareholder**”), represented by [insert full name], acting on the basis of \_\_\_\_\_\_\_\_\_\_, on the one hand, and  [**OR]**[insert name of the Legal Entity], established and operating in accordance with the law of [insert name of the country], located at [insert location],(hereinafter referred to as the “**Shareholder**”), represented by [insert name of the Legal Entity], acting under \_\_\_\_\_\_\_\_\_\_\_, established and operating in accordance with the law of [insert name of the country], located at [insert location], represented by [insert full name] on the basis of \_\_\_\_\_\_\_\_\_\_, on the one hand, and |

**MTS PJSC**, established and existing under the law of the Russian Federation, located at: 4 Marksistskaya Str., 109147 Moscow (hereinafter referred to as “**MTS**”), represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other part,

hereinafter also jointly referred to as the **“Parties”**, and individually as the **“Party”**,

whereas:

* [Insert full name or name of the Shareholder] is a shareholder of MTS, which owns [insert the percentage of voting shares accurate to thousandth] percent of voting shares in MTS, therefore, the Shareholder is entitled to send to MTS enquiries and requests on information provision in accordance with Federal Law No. 208-FZ “On joint-stock companies” dd. December 26, 1995 and other laws and regulatory legal acts of the Russian Federation;

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| ATTENTION! This paragraph shall be included in the Agreement if th Parties are related parties in accordance with the law of the Russian Federation on taxes and levies, * The Parties are related parties under the laws on taxes and charges of the Russian Federation and may have an obligation to provide certain information in cases stipulated by norms of the specified laws;
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| ATTENTION! This paragraph shall be included in the Agreement of the Parties are public companies with a securities listing* The Parties are public companies listed on stock exchanges in Russia and (or) other countries and, therefore, the Parties may provide each other with information about each of the Parties in order to comply with the applicable requirements imposed by securities regulators and stock exchanges, as well as for other corporate and business purposes, including the use of such information to consolidate financial results, which entails the appropriate use of such information, including its inclusion in reporting documents or provision to investors as part of accounts and reports on the activities of the relevant Party;
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| ATTENTION! This paragraph shall be included in the Agreement if Representatives of each of the Parties a members of management bodies, collegiate consultative bodies and working groups of the other Party * The Representatives of each Party are members of the management bodies, collective advisory bodies and working groups of the other Party and, as a consequence, the Parties and their Representatives may provide each other with information on each of the Parties in order to develop positions and recommendations on matters falling under the competence of the Representatives in the relevant bodies and working groups; and
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| ATTENTION! This paragraph shall be included in the Agreement of the Parties belong to the same group of entities* The Parties belong to the same group of entities and consider it mutually beneficial to fulfill their potential in order to increase the capitalization and profitability of each Party by exchanging their competences, experience, expertise, developments and know-how in the areas of (a) corporate governance, (b) business strategy development and implementation, (c) investment in existing and new assets, d) business development, e) development and implementation of innovative technologies, f) management of equity and debt capital, g) effective structuring and implementation of mergers and acquisitions and corporate financing, h) systematic approach to establishing a fair and mutually beneficial relationship with shareholders, investors and other stakeholders on the basis of fundamental principles of business ethics and alignment of their objectives with the companies’ objectives, (i) building up an optimal organizational structure of the companies and efficient leverage of human resources, (j) fostering, improvement and enhancement of corporate ethics, culture and compliance procedures, for which purpose, by way of strengthening or supplementing each Party’s expertise and management competence, and (or) assisting each other in the implementation of projects, and (or) in the course of ongoing activities, each Party may ask the other Party to provide certain information, share experience and (or) give advice, as well as send information and advice to the other Party on the above and related matters at its own initiative;
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The Parties[[1]](#footnote-2) have entered into this legally binding agreement (hereinafter referred to as the “**Agreement**”) as the basis for the information to be presented by one Party and (or) its Representatives to the other Party and (or) its Representatives in order to ensure efficient cooperation to the fullest extent possible, to arrange circulation of the information between the Parties and their Representatives, and to provide for confidentiality of the information disclosed, including protection and non-disclosure thereof.

1. **DEFINITION OF TERMS**

## Unless the context expressly requires otherwise, capitalized terms used herein shall have the meaning assigned to them as described below and may be used in singular or in plural.

* 1. Confidential Information

(a) **Confidential Information** refers to any information, including agreements, presentations, financial data, accounts and records, opinions of external consultants and other documents, business correspondence, audiovisual materials and other data that the Disclosing Party and (or) its Representatives have provided to the Receiving Party and (or) its Representatives in hard copy, in digitized, electronic or any other form, by whatever medium and in whatever format, including orally or in writing, via electronic or fax message, by computer communication, by granting access through placing at an office, in meeting rooms or other premises, in virtual data rooms, network folders, web-portals, server resources with an option of remote access via Internet, Intranet, electronic document management systems and etc. before or after conclusion hereof.

(b) Depending on sensitivity of the Confidential Information for the Disclosing Party, such information may be marked by the Disclosing Party at its discretion as follows, where appropriate:

(i) by “Confidential” mark and (or)

(ii) by “Trade Secret” mark and, if required, additionally

(iii) by reference to the name and location address of the Disclosing Party or by any other marks as the Disclosing Party deems appropriate.

Any information, including contracts, presentations, financial data, accounts and records, opinions of external consultants and other documents, business correspondence, audiovisual materials and other data, that is furnished to the Receiving Party and (or) its Representatives by the Disclosing Party and (or) its Representatives by any means will be deemed to be Confidential Information and will be protected under the Agreement regardless of any markings mentioned above, except for the exclusions listed below.

Notwithstanding any provisions of this Agreement, the Confidential Information shall not include any information, e. g. contracts, presentations, financial data, accounts and records, opinions of external consultants and other documents, business correspondence, audiovisual materials, and other data, that:

(i) cannot be deemed the Confidential Information by virtue of law;

(ii) was or became publicly available/generally known due to the lawful disclosure by the Disclosing Party, its Representatives or other parties;

(iii) has been lawfully received by the Receiving Party or its Representatives from any sources on a non-confidential basis or on the grounds / under the conditions that do not compel the Receiving Party or its Representatives to maintain confidentiality or that release it from such an obligation;

(iv) has been independently created by the Receiving Party or its Representatives based on the information obtained from the open sources.

* 1. Representatives

**Representatives**, in relation to the Disclosing Party and the Receiving Party, refers to any members of management bodies, officers and employees; a Representative of the Disclosing Party and the Receiving Party will also be considered any third party (including a consultant, contractor, subcontractor, agent and auditor), whose authority to transfer/receive the Confidential Information is duly formalized or is apparent from the circumstances. The Representatives shall, in exercising their powers, refrain from actions which may result in a conflict of interests and, if a conflict of interest arises, put the interests of the Disclosing Party or the Receiving Party over their own interests and the interests of other persons whose representative is a Representative of the Party. The Party shall ensure that its Representative complies with this requirement.

* 1. Subsidiary company

**Subsidiary company** refers to any legal entity, in which the Party, by virtue of dominant participation in its charter capital, or in accordance with the contract entered into therewith, or otherwise is capable of determining resolutions made by such legal entity and (or) participate in governance thereof.

* 1. Personal data

**Personal data** refers to any information directly or indirectly related to a defined or determined individual (personal data subject).

* 1. Receiving Party and Disclosing Party

**Receiving Party** refers to any of the Parties receiving the Confidential Information from the other Party or its Representatives.

**Disclosing Party** refers to any of the Parties disclosing the Confidential Information to the other Party or its Representatives.

* 1. Cooperation of the Parties

**Cooperation** refers to interaction between the Parties and (or) their Representatives on issues described in the Preamble of the Agreement above.

1. **PRINCIPAL TERMS AND CONDITIONS**
	1. Confidentiality obligation
2. The Receiving Party undertakes to ensure that the Receiving Party and its Representatives:
	1. provide for confidentiality, protection and non-disclosure of the Confidential Information and, where applicable, the trade secret mode in compliance with the requirements of the law of the Russian Federation, the Agreement and the procedures provided for by internal documents of the Receiving Party and (or) the Representatives to ensure protection and security of in-house confidential information or trade secrets, where appropriate;
	2. refrain from publicly disclosing, commenting on or transferring the Confidential Information to any third parties without the prior written consent from the authorized representatives of the Disclosing Party, except in cases permitted by this Agreement.
3. Without prejudice to the provisions of clause 2.1 (a) of the Agreement and in compliance with applicable legal regulations, including in the field of protection of Inside Information, the Receiving Party may provide the Confidential Information to the parties stated below in the following cases:
4. to its Representatives (a list of which shall be maintained and periodically updated by the Receiving Party and made available to the Disclosing Party upon its reasonable request), provided that each of the Representatives, to whom the Confidential Information is transferred, assumes obligations towards the Receiving Party to keep the provided Confidential Information in secrecy on exactly the same terms and conditions as those stipulated in this Agreement for the Receiving Party, and (if an access to the Inside Information is granted, including in the form of transfer) will be included in the list of insiders;
5. to competent public authorities upon their reasonable requests;
6. to securities market regulators and exchanges provided that the relevant Confidential Information is required to be transferred to them under the applicable legislation, rules of the regulators and exchanges or under their reasoned request;
7. to other third parties, apart from those specified above in subclauses (i)–(iii) of clause 2.1. (b) hereof, but only with the prior written permission of the Disclosing Party, which may be provided, among other things, via e-mail.
8. The Receiving Party shall be liable to the Disclosing Party for any actions and (or) omission, violation, non-performance or improper performance by the Receiving Party, its Representatives or by any third parties, who received the Confidential Information from the Receiving Party, of the obligations and restrictions envisaged hereby, and shall without delay take any actions contemplated by clause 3.11 hereof and any other actions necessary to ensure proper protection, prevent misuse, unauthorized disclosure, dissemination of the Confidential Information or commenting thereon by the Receiving Party and its Representatives.
	1. Contact Persons and Means of Their Interaction

## Within the framework hereof, the sending of enquiries, requests and recommendations and the provision of the Confidential Information shall take place by way of interaction between the authorized persons, whose positions are determined by this clause:

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| ATTENTION! This section shall be included in the Agreement if the shareholder – a party is an Individual1. for the Shareholder and his/her Representatives who are individuals: [any persons defined in this Agreement [insert full name] and (or) duly authorized];
2. for Representatives of the Shareholder that are legal entities: [Sole Executive Body ("SEB") of the legal entity, [insert full name and (or) position of the representative held in the Representative company] and (or) other persons determined by SEB and duly authorized];
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| ATTENTION! This section shall be included in the Agreement if the shareholder – a party is a Legal Entity1. for the Shareholder and its Representatives that are legal entities: [any persons defined in this Agreement [insert full name and (or) position of the Representative held in the shareholder company] and (or) duly authorized persons];
2. for Representatives of the Shareholder that are legal entities: [Sole Executive Body (“SEB”) of the legal entity, [insert full name and (or) position of the representative held in the Representative company] and (or) other persons determined by SEB and duly authorized];
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1. for MTS and its Representatives, who are individuals, at the level not lower than the Department Director of MTS Corporate Center, as well as other employees assigned by, and subordinate to, the Department Director of MTS Corporate Center, whose full names and positions shall be sent to the Shareholder;
2. for the Representatives of MTS, who are legal entities, at the level not lower than: SEB of the legal entity, as well as persons, directly subordinate to it and (or) other persons, appointed by the SEB or persons directly subordinate to it;

The provisions of this Clause shall not prevent the aforementioned authorized contact persons of the Receiving Party from transferring the Confidential Information received from the Disclosing Party to other Representatives of the Receiving Party, including the possibility to add them to the distribution list (“add to the copy list”), subject to the requirements for maintaining a list of such persons and other requirements of this Agreement (in particular sub-clause (b) of clause 2.1 of Section 4 hereof).

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| ATTENTION! This section shall be included in the Agreement if the shareholder – a party is a Legal EntityLikewise, the provisions of this clause shall not prevent the above authorized contact Representatives of the Disclosing Party from transferring the Confidential Information, requested from them by the authorized Representatives of the Receiving Party, to other employees of the Receiving Party, who will be designated by the authorized employees of the Receiving Party as contact persons for the accumulation, processing, analysis and etc. of the provided Confidential Information. |

Sending of requests, enquiries and recommendations and the provision of the Confidential Information shall be made by the aforementioned persons in person, by post, via e-mail, through electronic document management systems and by way of other methods normally used in business practice, subject to the necessary precautionary measures, where appropriate, including relevant marking and encryption as necessary.

The procedures of exchange of confidential information and personal data between the Shareholder and MTS are set out in Annex No. 1, which is an integral part hereof.

However, MTS reserves the right, on the basis of decisions of the MTS management bodies, to determine (choose) at its discretion methods of exchanging Confidential Information and personal data with the Shareholder, which will be used in each specific case, depending on the category and type of Confidential Information, the significance of Confidential Information for MTS PJSC and (or) the amount of possible damage that may be caused to the interests of MTS PJSC and (or) MTS PJSC shareholders by improper use, including disclosure, of Confidential Information.

* 1. Information disclosure required by law
1. Where the Receiving Party or its Representatives are requested to provide the Confidential Information by any competent public authorities, securities market regulators, exchanges or by any other authorized parties, the Receiving Party shall promptly notify the Disclosing Party in writing on any such request (except to the extent such notification from the Receiving Party is prohibited in pursuance of a law or a reasoned instruction of the requesting party), which will make it possible for the Disclosing Party to timely find any possible remedies to protect the Confidential Information and to take the required legitimate actions to ensure secrecy, protection and non-disclosure of the Confidential Information, including to dispute any relevant request or claim and etc.
2. If, in the absence of the legal, administrative, or other remedies or in case of the Disclosing Party’s waiver of the right to dispute the request or otherwise protect the Confidential Information from claims for involuntary transfer, the Receiving Party and (or) its Representatives will be obliged to disclose the Confidential Information, the Receiving Party and (or) its Representatives may only disclose a reasonable part thereof claimed by the requestor.
	1. Confidential Information Storage

Each of the Parties understands and acknowledges that the Receiving Party and its Representatives may have systems for creating backup or archival copies of e-mails and messages from the electronic document management system, as well as MsWord, Excel, PDF, PPT files and other electronic documents, and therefore the Confidential Information may be stored for an indeterminate term in the backup or archival system, but not longer than the period of time provided for by the law of the Russian Federation; however, if this is the case, the Receiving Party and its Representatives shall ensure that during the period of backup or archival storage of the Confidential Information no applicable obligations hereunder are breached in respect thereof for the duration of its validity.

* 1. Release from Liability and Warranties

Notwithstanding that the Disclosing Party will use reasonable efforts to provide the Receiving Party and (or) its Representatives with the accurate, complete, relevant and reliable information upon their requests/applications, the Receiving Party acknowledges and agrees that neither the Disclosing Party, not its Representatives provide representations and warranties in whatever form as to the accuracy, completeness, relevancy and reliability of the Confidential Information, except to the extent the respective representations and (or) warranties are expressly provided. The Receiving Party agrees that neither the Disclosing Party, nor its Representatives shall be held liable to the Receiving Party or its Representatives in respect of, or as a result of, the use of the Confidential Information or any fallacies or omissions contained therein, except to the extent the respective representations and (or) warranties are expressly provided.

* 1. Termination
1. This Agreement and obligations of the Parties hereunder shall become effective from the date of signing by both Parties and shall be valid for 10 (ten) years, except for cases where the Parties agree on early termination or another term of validity hereof in writing. No unilateral repudiation of this Agreement shall be allowed.
2. Despite the expiration of this Agreement and /or its termination, the Parties are obliged to keep Confidential Information and comply with the terms of this Agreement for 5 (five) years after the date of its expiration / termination.
	1. Rights to Confidential Information

## Unless otherwise provided for by the written agreement between the Parties, all rights to the Confidential Information shall be reserved by the Disclosing Party and (or) its Representatives and (or) by other right holders, and entering into this Agreement and providing the Confidential Information to the Receiving Party and (or) its Representatives shall not be deemed granting to the Receiving Party and (or) its Representatives of any other rights in respect of the Confidential Information, except for those expressly specified by the Agreement or any other legally binding contract or the applicable law.

1. **MISCELLANEOUS**
	1. Applicable Law and Dispute Resolution

This Agreement shall be governed by the law of the Russian Federation without the application of conflict-of-laws rules. All disputes and disagreements that may arise out of, or in connection with, this Agreement, including those concerning its validity and the fulfillment by the Parties of the obligations undertaken by them, shall be resolved through negotiations. If no agreement is reached between the Parties through negotiations within thirty (30) calendar days, the dispute shall be referred to the Arbitration Court of Moscow in accordance with the law of the Russian Federation without the application of conflict-of-laws rules.

* 1. Succession and transfer of rights

This Agreement shall apply to the Parties and their respective successors. Neither Party has a right to transfer any rights or obligations hereunder to third parties without prior written consent of the other Party.

* 1. Signing and counterparts
1. In accordance with article 434 of the Civil Code of the Russian Federation, this Agreement may be executed by exchange of its scanned copies by the Parties by e-mail at the addresses specified in Clause 3.5. in “.JPEG” or “.PDF” format always followed by exchange of originals of the Agreement signed by the Parties. Copies (scanned copies) of the Agreement sent in such manner are recognized by the Parties as equal to hard copies signed by the Parties’ representatives, and, if any disputes arise out of or in connection with this Agreement, constitute adequate evidence, inter alia, of execution of this Agreement and its content.
2. This Agreement is composed and signed by both Parties in Russian language in two counterparts having equal legal force, one for each Party. The text of this Agreement is also translated in English language for informational purposes and is available in English language at the official web-site of MTS at https://ir.mts.ru in the section “Company documents”.
3. The Parties may, at their discretion, sign the Agreement (a) only in Russian language, or (b) in Russian language and in English language. In the event of a conflict or difference between the Russian text of this Agreement and the English text, the Russian text shall prevail.
	1. Headings

Headings of articles and sections hereof are intended for convenience only and shall not affect the interpretation of the contents and the terms and conditions hereof.

* 1. Notifications

All enquiries, notices, requests, requirements, claims and other correspondence hereunder or in connection herewith shall be provided in writing. Any notices, requests, requirements, claims and other correspondence hereunder shall be sent by registered mail (with acknowledgment of receipt), by courier service or by express delivery (against signature) to the following addresses for the attention of the specified authorized persons:

**For the Shareholder:**

Postal address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Phone: \_\_\_\_\_\_\_\_\_\_
Fax: \_\_\_\_\_\_\_\_\_\_
E-mail: \_\_\_\_\_\_\_\_\_\_
Attn: \_\_\_\_\_\_\_\_\_\_

**For MTS:**

Mail address: 4 Marksistskaya Str., 109147 Moscow
Phone: \_\_\_\_\_\_\_\_\_\_
Fax: \_\_\_\_\_\_\_\_\_\_
E-mail: \_\_\_\_\_\_\_\_\_\_
Attn: \_\_\_\_\_\_\_\_\_\_

or shall be provided to another person and (or) to another address, respectively, which may be expressly specified in a written notice received by one Party from the other Party by the aforementioned method. Each of the Parties may send a notice, request, requirement, claim or another message hereunder to the intended recipient by fax or e-mail, and such correspondence shall be deemed to be delivered subject to confirmation from the intended recipient. Neither Party shall be entitled to withdraw from receiving a notice or signing acknowledgment of receipt.

The Parties’ notification methods provided for in this clause shall not restrict the Parties and their Representatives from exchanging the Confidential Information between each other within the framework of the Cooperation, as contemplated in clause 2.2 hereof with respect to a certain number of authorized contact persons holding relevant positions.

* 1. Supplements and Waiver of Rights

Any supplements, amendments and annexes hereto have equal legal force and are an integral part hereof, in case they are executed in writing and signed by duly authorized Representatives of both Parties. Intended or accidental failure of either Party to exercise its rights hereunder, or temporary waiver, deferral or partial exercise of such rights in case of violation by the other Party of its obligations, warranties and (or) representations hereunder, shall not be regarded as a waiver by that Party of its rights in the future and shall not affect any other rights which such Party may have or may become entitled to as a result of the aforementioned or similar violations committed by the other Party.

* 1. Legal remedies

The rights, powers and legal remedies granted to either Party under this Agreement shall be additional to, and do not exclude or limit, the rights, powers and legal remedies granted to such Party by law and other agreements.

* 1. Completeness of the Agreement

This Agreement contains the full and complete arrangements between the Parties with respect to its subject matter and the terms and conditions within the framework of the Cooperation.

* 1. Integrity

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable in law, this shall not affect, impair or terminate the validity or enforceability of the remaining provisions hereof in any way.

* 1. Transfer of Confidential Information
1. Upon request of the Disclosing Party that may be made by it from time to time during the term hereof, the Receiving Party and (or) its Representatives shall sign the Confidential Information Transfer and Acceptance Certificate(s) executed between the Parties in accordance with the template provided in Annex No. 2 hereto.
2. For the avoidance of doubt, it is hereby additionally acknowledged that provision of the Confidential Information to the Receiving Party and (or) its Representatives without signing of the Confidential Information Transfer and Acceptance Certificate shall in no way cancel or impair confidentiality (including protection and non-disclosure) of the Confidential Information so presented and shall not release the Receiving Party and (or) its Representatives from the obligations to maintain the secrecy mode of the Confidential Information provided (including protection and non-disclosure thereof) and from the obligations to be fulfilled under the Agreement.
	1. Information Security Measures

The Receiving Party undertakes to ensure that it and its Representatives will use all information safety and security measures in compliance with the requirements of the law of the Russian Federation, this Agreement and the procedures provided for by internal documents of the Receiving Party to ensure protection and security of in-house Confidential Information.

* 1. Liability

A Party that has violated any of its obligations under this Agreement shall indemnify the other Party for the losses caused by actions (failure to perform actions) in relation to Confidential Information in violation of this Agreement. If a Party engages another person to perform this Agreement and (or) transfers to any person (including under a non-disclosure agreement) information or documents received from MTS or its representatives under this Agreement, it shall be responsible for actions (inaction) of such a person as if it were its own actions (inaction).

1. **REQUIREMENTS RELATED TO SECURITIES TRADED
 ON STOCK EXCHANGES**
	1. The Parties understand and acknowledge that:
2. securities of MTS [and the Shareholder – ATTENTION! To be specifed if the securities have been listed and are traded on exchanges] have been listed and are traded on stock exchanges and that in some cases the Confidential Information may from time to time be deemed the inside information in terms of the applicable laws and regulations, of which the main ones are the following:

for the Shareholder:

1. [ATTENTION! To be filled in if securities of the Shareholder have been listed and are traded on exchanges].

For MTS

1. Federal Law No. 224-FZ dd. July 27, 2010 “On countering the illegal use of inside information and market manipulation and on amending certain legislative acts of the Russian Federation”,
2. The US Securities Exchange Act of 1934,
3. US Insider Trading Sanctions Act of 1984,
4. US Insider Trading and Securities Fraud Enforcement Act of 1988.
5. in order to observe the applicable law and the exchange regulations, the Disclosing Party shall ensure that the requirements stated below are complied with by the parties having permanent or periodic access to the Inside Information of the Disclosing Party.
	1. In view of the aforesaid, the Parties confirm and undertake that, if one Party receives written notice from the other Party on the inclusion of the Receiving Party in the Disclosing Party’s insider list in connection with the provision to such Party of access to the Disclosing Party’s inside information, the notified Party will comply with relevant requirements of the applicable law, including:

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| ATTENTION! This section shall be included in the Agreement if the shareholder – a party is a Legal Entity1. compile and periodically update its list of insiders, including employees, members of management bodies, shareholders, contractors and other persons who are granted permanent or periodic access to the Disclosing Party’s inside information (hereinafter referred to as the “**Insiders**”, “**Inside Information**” and “**List of Insiders**”);
2. keep the List of Insiders and all amendments thereto for at least five (5) years from the date of compilation or last update;
3. specify in the List of Insiders the information required by the applicable law, but at least: (i) full name of each Insider, (ii) date on which the relevant Insider gained access to the Inside Information, and (iii) date on which the relevant Insider’s access to the Inside Information was terminated;
4. update the List of Insiders, indicating the date of the update and the date on which the event causing such update occurred, in the following situations:
5. in the event of a change in the grounds for any person’s inclusion therein,
6. when a new person gains access to the Inside Information, and
7. in the event that any person’s access to the Inside Information is terminated;

herewith, the Insider shall be on the List of Insiders for a period of 6 months from the date on which they ceases to have access to the Inside Information. Subject to the availability of the grounds, at the Insider’s initiative, they may be removed from the List of Insiders earlier than scheduled on their written application; 1. take reasonable measures to ensure that persons included in the List of Insiders
2. are notified without delay of their inclusion on (and removal from) the List of Insiders,
3. confirm their understanding of the legal and regulatory obligations imposed on them, and
4. are aware of the penalties for unlawful use or disclosure of the Inside Information,
5. upon reasonable request from the Disclosing Party, provide it with the List of Insiders relevant as of the date of the request or as of any previous date or period of time;
 |

1. exclude granting access to the Inside Information (including in the form of transfer to persons not included in the list of insiders, strictly observe the confidentiality, security and non-disclosure mode with respect to the Inside Information about the Disclosing Party and not to disclose, comment on or provide such information to third parties without the prior written consent of the Disclosing Party, and not to make transactions with securities or derivative financial instruments of the Disclosing Party and its Subsidiary Companies on the basis of the Inside Information.
	1. Furthermore, each of the Parties undertakes to take reasonable measures and ensure that the Party, its Representatives and third parties, to whom the Receiving Party has transferred the Inside Information of the Disclosing Party, do not transfer, comment on or disclose the Inside Information of the other Party and do not make transactions with financial instruments of the other Party and its Subsidiary Companies based on the Inside Information, except in accordance with the law of the Russian Federation and this Agreement.
	2. When drafting and adopting the provisions of the local regulatory acts referred to in this clause, the Parties shall agree with each other in advance on the relevant provisions.
2. **ANTI-CORRUPTION PROVISIONS**
	1. Herewithin, the Parties confirm that in their activities they follow business ethics and under-take to adhere to the provisions of the Applicable Anti-Corruption Legislation and to take no actions that may violate the norms of the Applicable Anti-Corruption Laws or cause such a breach by the other Party, among other things, not to request, receive, offer, authorize, promise or make illegal payments directly, via third parties or as an intermediary, including (but not limited to) bribes in monetary or in any other form to any individuals or legal entities, including (but not limited to) government and local authorities, public officials, private companies and their representatives.
	2. The Parties undertake not to take any actions (omissions) causing threat of a conflict of interest and within a reasonable time to notify the other Party of the potential circumstances of a conflict of interest that have come to its knowledge.

A channel for MTS notification for sending (disclosing) the information: hotline@mts.ru, or the address of the Contact Person provided in Clause 3.5 hereof.

A channel for notification of the Shareholder for sending (disclosing) the information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

* 1. The Parties confirm that any third parties engaged into performance of this Agreement do not implement their actions to exert unlawful influence on the Public Officials or for the purpose of a commercial bribe, and will be allowed to perform contractual obligations after sufficient verifications conducted by the engaging Party.
	2. The Parties undertake to properly maintain and keep all financial statements and other documents confirming expenses incurred hereunder. The Parties undertake to provide full support with respect to any investigation and (or) audit that might be carried out herewithin. The Parties undertake to keep and protect all confidential information that may come to their knowledge within the scope of the audit, pursuant to the Russian legislation.
	3. If either Party violates the anti-corruption obligations specified in Clauses 5.1–5.3 of the Agreement, the other Party is entitled unilaterally to suspend the performance of its obligations hereunder until the causes for such violation are eliminated or repudiate the Agreement by sending a written notification of it.
	4. The Applicable Anti-Corruption Legislation means:
1. Russian Anti-Corruption Legislation (Federal Law No. 273-FZ “On Countering Corruption” dated December 25, 2008, The Criminal Code of the Russian Federation, the Civil Code of the Russian Federation, the Code of the Russian Federation on Administrative Offenses, as well as other Federal laws and local legislation of the Russian Federation that contain norms aimed at combating corruption;
2. other foreign anti-corruption and anti-bribery laws, resolutions, rules, policies, oversight orders and permissions, including the Foreign Corrupt Practices Act, the UK Bribery Act 2010 and other anti-corruption laws in those cases when it is applicable to the relevant Party.
	1. The Public Official means:
3. any Russian or foreign, appointed or elected person holding a post in the legislative, executive, administrative or judicial body or an international organization;
4. any persons performing any public function for the government, including for the government companies;
5. political leaders, officials of political parties, including candidates for political posts, high-powered officials in nationalized industries or natural monopolies;
6. directors and employees of the government agencies, institutions or state-owned companies, including doctors, military servicemen, municipal employees, etc.;
7. persons known to be relatives of or friends with Public Officials or to have business therewith and (or) act on behalf of and (or) in the interests of a Public Official.
8. **PERSONAL DATA**
	1. The Parties understand that the Confidential Information may contain Personal Data and undertake to comply with (and ensure the compliance by their Representatives) the applicable requirements of Federal Law No. 152-FZ dd. July 27, 2006 “On personal data” in relation to the processing of any Personal Data contained in the Confidential Information, including without prior written consent:
9. of the Personal Data Subject, the Disclosing Party will not provide the Receiving Party with Personal Data (hereinafter also referred to as “PD”) on employees, members of the Board of Directors of the Disclosing Party and its Representatives, as well as other individuals,
10. of the Disclosing Party, the Receiving Party will not disseminate or disclose Personal Data of the aforementioned persons which becomes available or known to the Receiving Party from the Confidential Information, except to provide such Personal Data to its Representatives under the confidence mode and on a business need basis only in connection with the fulfillment of the Receiving Party’s obligations hereunder or a civil contract related hereto.
	1. Herewith, the Parties, by signing this Agreement, have established that, in the event that the Parties instruct each other to process personal data of individuals (hereinafter referred to as “PD Subjects”) under this Agreement, the following provisions of this Article shall apply.
	2. The Disclosing Party instructs the Receiving Party to perform the following actions (operations) or a combination of actions (operations) for processing personal data (whether using the means of automation or not): collection, recording, systematizing, accumulation, storage, specification (updating, change), extraction, use, blocking, deletion, destruction of personal data of PD Subjects.
	3. The purpose of PD processing in all cases shall be the fulfillment of the Agreement, that is processing of personal data shall be performed to the extent that it is reasonable for the fulfillment of the Agreement. The PD list shall be determined in accordance with the Agreement.
	4. The Receiving Party undertakes to maintain confidentiality and take the necessary legal, organizational and technical measures established by the applicable laws and regulations in the area of personal data processing and protection in order to protect personal data of the PD Subjects against unauthorized or accidental access, destruction, amendment, blocking, copying, presentation, distribution of personal data of PD Subjects, as well as other illegal actions in respect of personal data of PD Subjects, and to ensure security at least at the level of personal data protection established by the Disclosing Party in accordance with Decree No. 1119 of the Government of the Russian Federation dd. November 1, 2012 in their processing in PD information system(s), as well as to comply with other requirements set forth by Federal Law No. 152-FZ “On personal data”, including the location of the database, which will contain the personal data of PD Subjects, in the territory of the Russian Federation.
	5. The Receiving Party undertakes to process PD of PD Subjects until the Agreement is expired and (or) until one of the following events, whichever comes earlier:

- receipt by the Receiving Party from the Disclosing Party of a notice of the need to discontinue processing PD of PD Subjects;

- achievement by the Receiving Party of the PD Subjects’ personal data processing objective or loss of the necessity in achieving such an objective;

- termination (including without limitation withdrawal by the Disclosing Party and fulfillment) of the relevant instruction made by the Disclosing Party to the Receiving Party for PD processing.

- termination of the Agreement on any grounds.

* 1. The Receiving Party agrees to comply with the requirements for personal data protection determined in accordance with Article 19 of the Federal Law No. 152-FZ “On personal data”.
	2. The Receiving Party shall ensure blocking, update or destruction of PD belonging to the PD Subject based on the relevant request (instruction) made by the Disclosing Party within the time frames established in such instruction, as well as in other cases determined in accordance with Federal Law No. 152-FZ “On personal data”.
	3. Should the Receiving Party receive from the PD Subject a withdrawal of consent to PD processing, the Receiving Party shall immediately discontinue the processing of PD belonging to the PD Subject until further instructions made by the Disclosing Party. Original copy of the withdrawal of consent from the PD Subject specified in this Clause received by the Receiving Party shall be sent within five (5) days to the Disclosing Party’s address against signature of an authorized officer of the Disclosing Party. Prior to receipt of a response from the Disclosing Party, the Receiving Party shall block PD (discontinue processing PD of the relevant PD Subject).
	4. The Disclosing Party guarantees that it has duly received from each PD Subject, the PD of which is transferred to the Receiving Party, the consent required in accordance with the applicable legal regulations for transferring (including cross-border) such PD to the Receiving Party and shall protect the Receiving Party against all claims (requests) fully or partially based on the statement that the Receiving Party illegally processes such personal data at its own expense, as well as recover to the Receiving Party any losses, which arose as a result of such claims (requests), in full, unless it proves that such claims (requests) were caused by illegal actions of the Receiving Party, and the Receiving Party relies on these guarantees of the Disclosing Party;
	5. The Receiving Party agrees to immediately discontinue processing PD of the PD Subjects and (or) ensure the processing cessation (if the PD processing is carried out by a third party acting on behalf of the Receiving Party) upon the occurrence of either event specified in Clause 6.6. hereof depending on whatever occurs first.
	6. The Receiving Party undertakes to destroy PD of PD Subjects and (or) ensure the destruction thereof (if the PD processing is carried out by a third party acting on behalf of the Receiving Party) within the following time frames:

- within the time frames specified in the notice of the need to discontinue processing the PD belonging to PD Subjects sent by the Disclosing Party to the Receiving Party;

- within 30 (thirty) days upon achieving by the Disclosing Party of the personal data processing objective, upon termination of the Agreement on any grounds or upon termination of the respective instructions of the Disclosing Party.

* 1. If a third party is engaged in the fulfillment of the Agreement by the Receiving Party, the latter shall include into contracts with such a third party the terms and requirements for processing personal data of PD Subjects similar to those specified herein. In this case, the Receiving Party shall be liable for any actions committed by such third parties due to non-fulfillment of the terms and requirements for processing personal data of PD Subjects, regardless of the availability of such terms and requirements in the contract between the Receiving Party and the third party.
	2. Regardless of other provisions of this Agreement, the Receiving Party shall only be entitled to involve third parties in the fulfilment of the provisions hereof subject to the consent of the Disclosing Party.
	3. The Receiving Party shall ensure confidentiality and security of PD belonging to the PD Subjects, if the Receiving Party is entitled to engage and engages a third party in the fulfillment of this Agreement in accordance herewith.
	4. The Disclosing Party shall be entitled to issue instructions to fulfill the provisions of this Agreement binding for the Receiving Party, while the Receiving Party shall fulfill them in full any time the Disclosing Party issues such instructions.
	5. The Disclosing Party shall not set for the Receiving Party any task that would be beyond the limits of the task under this Agreement and (or) beyond the limits of whatever is permissible in accordance with the applicable law on personal data. All such actions shall be assumed to be performed by the Receiving Party independently, at its own risk.
	6. Each Party shall be entitled to verify compliance by the other Party with the requirements of the applicable laws of the Russian Federation on PD as a part of the fulfillment of this Agreement. The Receiving Party shall grant a representative of the Disclosing Party access to the information systems and documents confirming fulfillment by the Receiving Party of obligations hereunder in terms of PD processing and protecting within not more than 3 working days.
1. **FINAL PROVISIONS**
	1. The Parties acknowledge that, where the Disclosing Party or its Representatives are restricted by law or contract with third parties from transferring the Confidential Information, the Disclosing Party will use reasonable efforts to obtain consent and remove the restrictions on transfer of the Confidential Information to the Receiving Party.
	2. The Parties confirm their intention to duly perform this Agreement as from the date indicated on the first page hereof, in confirmation of which this Agreement has been initialled on each page and signed by duly authorized representatives of both Parties.
2. **NAMES AND SIGNATURES OF THE PARTIES**

|  |  |
| --- | --- |
|  **Shareholder** Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Full name:Position:/L.S./ | **MTS PJSC**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Full name:Position:/L.S./ |

**Annex No. 1
to the Non-Disclosure Agreement No. \_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 202\_**

**Methods of Exchanging Confidential Information and Personal Data**

1. **Exchange of Confidential Information and Personal Data.**

* 1. **Exchange via e-mail:**

In the form of an electronic document via e-mail to the addresses of the correspondents designated for the exchange of the confidential information containing personal data located in domains and (or) sub-domains:

Addresses of MTS – \*mts.ru.

Shareholder’s addresses – [insert domain and/subdomain of the Shareholder]

through the arrangement of a VPN tunnel by the Parties and routing of the traffic between the domains \*.mts.ru and [insert domain and/subdomain of the Shareholder] via the VPN tunnel, using the C-Terra Gateway cryptographic information security tool, as well as with the possibility of using from an encryption provider of the CryptoPro CSP cryptographic information security tool (developed by Crypto-Pro LLC) and X.509 certificates of the Parties, as well as CryptoArm software.

* 1. **Exchange via a secure link:**

Through its placement in virtual “electronic rooms”, network folders, web portals, server resources, information systems, including with the possibility of remote access via the Internet, Intranet, etc., to which the Receiving Party and (or) its Representatives are granted access within the corporate network of MTS PJSC, or with the possibility of remote access via the Internet through the organization of a VPN tunnel by the Parties to access the servers/resources of MTS PJSC using the Cisco ASA information security tool.

[For example, through the arrangement of a VPN tunnel by the Parties and routing of the traffic between the LANs of [insert full name or name of the Shareholder] and MTS via the VPN tunnel using the S-Terra Gateway cryptographic information security tool certified under the requirements of the Federal Security Service of Russia:

To Shareholder’s resources:

[insert name of Shareholder’s resources].

To the resources of MTS PJSC:

[insert name of resources of MTS PJSC].

* 1. **Exchange using cloud storage**

File exchange using the resource of MTS PJSC “Secure cloud storage of MTS PJSC “Nextcloud” https://next.mts.ru (nextcloud.mts.ru) under the HTTPS protocol.

* 1. **Transfer on paper or provision for review in the office of MTS PJSC on paper.**
	2. **Another method**

Another method of transfer information with additional information protection, (1) provided for on the date of signing the Agreement by the local regulations of MTS PJSC that establish requirements for the information security (confidentiality) of MTS PJSC, and (2) agreed by the Parties.

1. **Exchange of Confidential Information not containing Personal Data.**

**2.1. Exchange through the interaction of corporate communication systems**

Through the arrangement of interaction between the corporate communications systems, Skype for Business of [insert full name or name of the Shareholder] and Skype for Business of MTS PJSC, using the AES128- SHA-256 encryption algorithm and higher

|  |  |
| --- | --- |
| **Traffic type** | **Safeguard technique** |
| Server-to-server | MTLS |
| Client-to-server | TLS |
| Instant messaging and presence | TLS |
| Audio and video and desktop sharing of media | SRTP |
| Desktop sharing (signaling) | TLS |
| Web conferencing | TLS |
| Meeting content download, address book download, distribution group expansion | HTTPS |

|  |  |
| --- | --- |
| **Shareholder**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Full name:Position:/L.S./ |  **MTS PJSC**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Full name:Position:/L.S./ |

**Annex No. 2
to the Non-Disclosure Agreement No. \_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 202\_**

**Template of the Confidential Information Transfer and Acceptance Certificate**

**This Confidential Information Transfer and Acceptance Certificate was signed on \_\_\_\_\_\_\_\_\_ \_\_\_, 202\_ in Moscow between:**

**[**insert information about the Shareholder similar to that provided in the first paragraph of the Agreement**],** on the one hand, and

MTS PJSC, established and existing under the law of the Russian Federation, located at: 4 Marksistskaya Str., 109147 Moscow (hereinafter referred to as “MTS”), represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other part,

in witness of the fact that

1. \_\_\_\_\_\_\_\_\_\_ has received from \_\_\_\_\_\_\_\_\_\_ the following Confidential Information

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item/No.* | *Title of the document containing Confidential Information*  | *Confidential mark on the tangible carrier (Commercial Secret and Confidential)*  | *Summary of the document containing Confidential Information (brief content)* | *Type of the carrier used for transmission of the Confidential Information (paper, magnetic, electronic mail channels and etc.)* | *Volume of the Confidential Information provided (number of sheets, bytes and etc.)* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. Confidentiality, security, protection and non-disclosure restrictions with respect to the obtained Confidential Information and liability for violation thereof are stipulated in Non-Disclosure Agreement No. \_\_ dated \_\_\_\_\_\_\_\_\_\_ \_\_, 20\_\_ entered into between the Parties.

**NAMES AND SIGNATURES OF THE PARTIES**

|  |  |
| --- | --- |
| **Shareholder**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Full name:Position:/L.S./ | **MTS PJSC**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Full name:Position:/L.S./ |

 **Template of the Confidential Information Transfer and Acceptance Certificate has been agreed upon between the Parties:**

|  |  |
| --- | --- |
| **Shareholder**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Full name:Position:/L.S./ |  **MTS PJSC**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Full name:Position:/L.S./ |

1. For the purposes of comprehensive regulation of legal relations with various categories of shareholders of MTS PJSC, this Agreement establishes the procedure according to which all the provisions and norms of the Agreement regulating legal relations between MTS PJSC and MTS PJSC shareholders - legal entities also cover (apply to) legal relations between MTS PJSC and MTS PJSC shareholders – individual entrepreneurs. [↑](#footnote-ref-2)