

Confidentiality Agreement

Moscow

“ ___ ” _____ 20__

PJSC Rosneft Oil Company, hereinafter referred to as the “Disclosing Party”, represented by __, acting on the basis of __, on the one hand, and _____, hereinafter referred to as the “Receiving Party”, on the other hand, hereinafter jointly referred to as the “Parties,” guided by the principles of observance of the terms of guaranteed protection of confidential information and interests of the PJSC Rosneft Oil Company, striving to prevent disclosure of confidential information to third parties and realizing the penal consequences provided for by Article 183 of the Criminal Code of the Russian Federation in case of its illegal disclosure, have entered into this Agreement as follows.

This agreement governs the relationship between the Parties in respect of the transfer, use and storage of confidential information provided to the shareholders of PJSC Rosneft Oil Company for the purposes of exercising the rights of shareholder to access to documents of PJSC Rosneft Oil Company according to the procedure established by the Federal Law No. 208-FZ of 26.12.1995 *On Joint-stock Companies* and internal documents of PJSC Rosneft Oil Company.

The terms and conditions of the Agreement shall not apply to the information classified as state secret in accordance with the procedure established by the current legislation of the Russian Federation, in respect of which the legislative provisions of the Russian Federation about state secret apply.

Terms and definitions:

Disclosing Party (PJSC Rosneft Oil Company) means the party to the Agreement disclosing confidential information;

Receiving Party (shareholder of PJSC Rosneft Oil Company) means the party to the Agreement receiving confidential information;

Commercial secret means the information confidentiality treatment that allows its holder, under existing or possible circumstances, to increase incomes, avoid unreasonable expenses, keep a position at the market of goods, work and services or receive other commercial benefit;

Confidential information (information constituting a trade secret) means scientific and technological, industrial, financial, economic and other information (including production secrets (know-how)), which has actual or potential commercial value due to its non-public nature, and which is not freely accessible on legal grounds and in respect of which the owner of such information has set a trade secret mode, as well as any other information, including information about the business activities or technical capabilities of the Disclosing Party, products, services, including actual and analytical data, conclusions and materials, including notes, documentation and correspondence received by the Receiving Party from the Disclosing Party in the form of familiarization with the document or a copy of the document.

Confidential Information does not include:

- information that is or becomes publicly available not due to its disclosure by the Receiving Party in violation of the terms and conditions of the Agreement;
- Information that was in possession of the Receiving Party before the disclosure by the Disclosing Party and/or its authorized persons, which the Receiving Party can prove, and that was obtained in full compliance with legal requirements;
- information that has been disclosed to the Receiving Party by a third party without breach of the confidentiality obligations towards the Disclosing Party.

Commercial Secret Treatment means legal, organizational, technical and other measures taken by a holder of information constituting the commercial secret to protect its confidentiality, established in accordance with Federal Law No. 98-FZ of 29.07.2004 *On Commercial Secret*;

Tangible Media means tangible objects reflecting the Confidential Information in the form of paper medium.

Transfer of Confidential Information means transfer of the Confidential Information recorded on tangible media by its holder to the counterparty on the basis of the contract in the volume and under terms and conditions stipulated in the Agreement, including the term of taking measures by the counterparty to protect its confidentiality under the Agreement.

Provision of Confidential Information means transfer of the confidential Information recorded on tangible media by its owner to state authorities, other state bodies and local self-government bodies to fulfill their duties.

Disclosure of confidential information means an action or omission that results in the confidential Information becoming known in any possible form (oral, written, other form, including using technical means) to third parties in violation of this Agreement.

Classification Mark means an attribute indicating a degree of the Confidential Information attached to tangible media and/or contained in the accompanying documentation.

The Confidential Information of PJSC Rosneft Oil Company, which is the Commercial secret, must have the Classification Mark: “Commercial secret of PJSC Rosneft Oil Company, 117997, 26/1, Sofiyskaya Embankment, Moscow, Russia.”

Terms and conditions of the Confidentiality Agreement:

Article 1.

1.1. The Receiving Party undertakes to use the Confidential information provided or made known in the course of interaction only for purpose of exercising its shareholder rights specified in Federal Law No. 208-FZ of 26.12.1995 *On Joint-stock Companies* and in accordance with the business purpose stated by the Receiving Party.

1.2. The Receiving Party undertakes to ensure the confidentiality of all the Confidential Information and not to disclose it to any other persons, except for the cases when the obligation of such disclosure is established by the current legislation, final and binding court decision or upon the request of authorized state bodies.

1.3. Information requested by a motivated requirement of authorized state bodies within their competence may be provided to them only in the case when the obligation to provide it is directly established by the current legislation. In such a case, prior to the provision of the Confidential Information requested by authorized state bodies, the Receiving Party shall notify the Disclosing Party of the received request, unless prohibited by the legislation.

1.4. Such notification shall be submitted in writing to the Disclosing Party and shall contain a reference to the legislative provision by virtue of which the Receiving Party is obliged to provide the Confidential Information, as well as all necessary characteristics of the requested Confidential Information.

1.5. In any case, the Receiving Party shall provide the Confidential Information provided for in this article only to the extent necessary to comply with the requirements of the legislation and shall make reasonable efforts to require the authorized persons to whom the Confidential Information is provided to comply with the obligations to protect its confidentiality, similar to the requirements of this Agreement.

1.6. To protect the Confidential Information, the Receiving Party shall take measures commonly used in business practice to protect such information.

1.7. In each case, the transfer of Confidential information to the Receiving Party shall be documented by delivery-acceptance act for documents containing confidential information, that shall be signed by authorized persons of the Parties.

1.8. The Receiving Party undertakes to comply with the requirements of the Regulation of PJSC Rosneft Oil Company *On Insider Information*, as well as the legislation of the Russian Federation on countering the misuse of insider information and market manipulation and regulatory acts adopted in accordance with it.

1.9. The Receiving Party shall immediately notify the Disclosing Party of any changes in its details specified in this Agreement.

1.10. By signing this Agreement, the Receiving Party hereby gives its consent to the Disclosing Party to automatic and non-automatic processing of the Receiving Party's personal data, namely, the implementation of actions, provided for by Article 3

Clause 1 (3) of Federal Law No. 152-FZ of 27.07.2006 *On Personal Data*, with the data provided to the Disclosing Party.

Article 2.

2.1. In case of disclosure of the Confidential Information, the Receiving Party shall be liable in accordance with the current legislation of the Russian Federation.

2.2. In case of disclosure of the Confidential Information to third parties by the Receiving Party in violation of the terms and conditions of this Agreement, the Receiving Party shall be obliged to reimburse the Disclosing Party for actual damage caused by such disclosure.

2.3. Subject to the requirements of Clause 1.6. of this Agreement, the Receiving Party shall not be liable for the disclosure of the Confidential Information if the disclosure of the Confidential Information has occurred in accordance with Clauses 1.2. - 1.5 of this Agreement.

2.4. Information on deliberate actions of third parties or illegal actions of one of the Parties that caused the disclosure of the Confidential Information may be forwarded by each of the Parties to law enforcement authorities in accordance with the procedure established by law to resolve the issue of instituting criminal proceedings.

2.5. The Receiving Party shall promptly notify the Disclosing Party of the fact of disclosure or threat of disclosure, illegal receipt or illegal use of the Confidential Information by third parties, of which it has become aware.

Article 3.

3.1. The Disclosing Party acknowledges and warrant that it has the rights and authorities to disclose the Confidential Information.

3.2. Each Party acknowledges that it is aware of the fact that according to the applicable law, the Confidential Information may be considered insider information.

Article 4.

4.1. The Parties undertake to resolve all claims, disputes, contradictions or disagreements that may arise between them in relation to or in connection with this Agreement, including its execution, violation, termination or invalidity, in good faith by negotiations. However, if the Parties fail to reach an agreement, all claims, disputes, contradictions and disagreements shall be settled in the Arbitration Court of Moscow.

4.2. This Agreement shall be governed and interpreted in accordance with the legislation of the Russian Federation.

Article 5.

5.1. This Agreement constitutes the entire Agreement concluded between the Parties in relation to the exchange and protection of Confidential Information.

5.2. Amendments and additions to this Agreement shall be valid if executed in the form of a written agreement signed by authorized representatives of the Parties.

5.3. This Agreement shall become effective on the date of its signing. The Agreement

shall terminate five years after the date following the date of providing the Receiving Party with Confidential information, and if the Confidential information is insider information – not earlier than the date of exclusion of the Receiving Party from the list of insiders of the Disclosing Party.

DETAILS OF THE PARTIES

SIGNATURES OF THE PARTIES