

Non-Disclosure Agreement

The City of Moscow

_____ 20__

Public Joint Stock Company Freight One (PJSC Freight One) (OGRN 1137746982856), duly incorporated under the laws of the Russian Federation, represented by _____, acting pursuant to _____, for the one part, hereinafter referred to as the “**Disclosing Party, Company**”, and _____, for the other part, hereinafter referred to as the “**Receiving Party, Shareholder**”, hereinafter jointly referred to as the “Parties” and separately as a “Party”,

Whereas:

(i) Shareholder has applied to the Company for information in accordance with Article 91 of Federal Law # 208-FZ “On Joint Stock Companies” dated 26.12.1995 (hereinafter, the Law on JSCs);

(ii) The information requested contains Confidential Information (as defined below);

The Parties enter into this Confidentiality Agreement (hereinafter, the “Agreement”) in accordance with Clause 12, Article 91 of the Law on JSCs as follows.

Article 1. Confidential Information

1.1. For the purposes of this Agreement, “Confidential Information” means (a) any information of the Disclosing Party and its affiliates of commercial, legal, technical, financial or other nature (including commercial secret information in accordance with Article 3, Federal Law # 98-FZ “On Commercial Secrecy” dated 29.07. 2004), including that on the results of intellectual activity in the scientific and technical sphere, as well as information on the methods of professional activity that have actual or potential commercial value, regardless of the form in which such information has been provided to the Receiving Party (or an authorized representative specified by the Receiving Party); (b) any reports, descriptions, summaries, notes, analyses, compilations, memoranda or other records containing or otherwise reflecting or having been produced in whole or in part by or on the basis of any information provided by the Disclosing Party, as specified in Subclause (a) of this Clause.

1.2. Confidential Information also includes all information obtained by extracting, processing, summarizing or analyzing Confidential Information.

1.3. Confidential Information shall not include information that, as of the date hereof, is or until its disclosure or usage has become publicly available (except the information that has become publicly available as a result of acts or omissions of the Receiving Party or any other party in violation hereof).

1.4. The Disclosing Party shall retain all intellectual property rights in respect of its Confidential Information provided or to be provided to the Receiving Party hereunder, and disclosure of Confidential Information to the Receiving Party shall not entail transfer of any rights to the Receiving Party in respect of the Confidential Information of the Disclosing Party.

Article 2. Subject Matter of the Agreement

2.1. This Agreement sets forth the procedure and conditions for the disclosure of Confidential Information by the Disclosing Party to the Receiving Party (as defined in Article 1 hereof), including the obligations of the Receiving Party to protect Confidential Information, its non-disclosure and limitation of its usage.

2.2. The Receiving Party shall only receive information for the purpose of exercising the rights of the Company’s shareholder.

2.3. Information under this Agreement shall be provided by arranging familiarization with the requested documents or provision of copies of the requested documents.

2.4. Transfer of Confidential Information shall be covered by the Parties with acceptance certificates for documents and/or electronic media, or by the Disclosing Party’s receipt of a report (specifying the information receipt date, the media and the nature of the information received) on the receipt of Confidential Information by the Receiving Party in case other methods of information transfer are used.

2.5. The Confidential Information to be transferred shall be designated by the Disclosing Party as such by marking the hard copy and/or other tangible media as “Confidential” or “Commercial Secret” when transferring them to the Receiving Party or (if impossible to mark the tangible media as confidential)

by indicating the confidentiality of the information being transferred by the Disclosing Party in the corresponding acceptance certificate, or (if information is transferred via electronic communication channels) by indicating the confidential nature of the information being transferred to the Receiving Party in the covering letter (message).

2.6. Any reference in this Agreement to Confidential Information shall also include an indication of any separate part thereof. The word “including” means “including, but not limited to”.

Article 3. Receiving Party’s Obligations to Secure Confidential Information

3.1. The Receiving Party undertakes to only use the information received from the Disclosing Party for the purpose of exercising its shareholder rights in accordance with the Law on JSCs.

3.2. The Receiving Party shall protect all Confidential Information received from the Disclosing Party and shall not disclose it to any other party, except where the obligation of such disclosure is prescribed by law, by an enforceable court ruling or where the opportunity for such disclosure has been provided by the Disclosing Party.

Should a state or local authority file a written request to the Receiving Party to disclose Confidential Information, the Receiving Party shall immediately send a written notice:

- To the Disclosing Party indicating the receipt of the corresponding request with the application of its copy;

- To the sender of the request indicating the title holder to the Confidential Information with a proposal to claim it from the Disclosing Party.

3.3. The information being disclosed to the Receiving Party under the terms and conditions specified herein may be disclosed to authorized representatives of the Receiving Party who need the information for the purposes specified in Clause 2.2 based on the lists signed by the Receiving Party or the senior manager of the Receiving Party.

The Receiving Party shall be fully responsible for any act or omission by such authorized representatives, including (where applicable) employees, officers or affiliates, directors (including persons who have previously performed such functions or held such positions) and other representatives, which has resulted, directly or indirectly, in the disclosure of Confidential Information to third parties.

3.4. Should Confidential Information become public or disclosed to a third party in violation of the terms hereof, the Disclosing Party shall be entitled to apply to the Receiving Party for the compensation of damages, including loss of profit.

The Receiving Party shall immediately notify the Disclosing Party about the fact of disclosure or threat of disclosure, illegal receipt or illegal usage of Confidential Information by third parties.

3.5. The Receiving Party undertakes to treat Confidential Information with at least the same degree of security as it treats confidential information of its own, but in any case subject to the conditions specified herein.

3.6. The Receiving Party undertakes to ensure that Confidential Information is properly stored and protected, and that physical, technical, organizational and all other measures, in accordance with the applicable legislation and the terms hereof, are taken as the Receiving Party finds appropriate to (i) prevent wrongful or accidental access, usage or disclosure of Confidential Information, (ii) prevent loss or damage to Confidential Information, (iii) ensure the return or destruction of Confidential Information at the request of the Disclosing Party.

3.7. Should Confidential Information be subject to wrongful or unintentional usage or disclosure, loss or damage, or should the Receiving Party breach this Agreement in any way, the Receiving Party shall (i) notify the Disclosing Party in writing of such an event immediately upon discovery and (ii) take all necessary or advisable steps to remedy the negative consequences for the Disclosing Party.

The provision of notice specified in this Clause shall not release the Receiving Party from the liability hereunder or otherwise limit it.

3.8. Pursuant to this Agreement, all tangible media provided to the Receiving Party by the Disclosing Party and containing Confidential Information shall be the property of the Disclosing Party. Such media shall be returned or destroyed by the Receiving Party in accordance with the instructions of the Disclosing Party. Should Confidential Information be copied to tangible media belonging to the Receiving Party, the Disclosing Party may instruct the Receiving Party to remove such tangible media, or to destroy such tangible media, should it be impossible to remove Confidential Information from such media.

3.9. The Receiving Party hereby acknowledges that through receiving Confidential Information, the Receiving Party may gain access to the Disclosing Party’s insider information or other information, the

usage or transmission of which may be restricted by Russian or foreign securities laws or stock exchange rules. Therefore, the Receiving Party may become subject to the said securities laws or stock exchange rules. The Receiving Party hereby acknowledges and agrees that it is aware of such laws and rules and undertakes to fully comply with all applicable restrictions.

Should the Receiving Party gain access to the Disclosing Party's insider information, the Receiving Party undertakes to comply with the requirements of Federal Law # 224-FZ "On Combating the Misuse of Insider Information and Market Manipulation and on Amendments to Certain Legislative Acts of the Russian Federation" dated 27.07.2010.

3.10. The Receiving Party hereby undertakes not to use any Confidential Information to obtain any commercial or other advantage over the Disclosing Party or any of its affiliates, or to otherwise use Confidential Information to the detriment of the Disclosing Party or any of its affiliates.

3.11. At the request of the Disclosing Party, the Receiving Party shall provide evidence of the Receiving Party's compliance with the requirements hereof.

3.12. The Receiving Party shall:

- Keep a record of all individuals having access to Confidential Information;
- Ensure that the Receiving Party and of all its authorized representatives as specified in Clause 3.3 (including its authorized representative designated by the Receiving Party directly for receiving Confidential Information) comply with the confidentiality obligations specified herein;
- Take all precautions reasonably necessary (as the case may be) to prevent unauthorized or accidental access to Confidential Information or the use or disclosure of Confidential Information by the Receiving Party and
- Incur liability for any breach of the above confidentiality obligations by the Receiving Party or any of its authorized representatives (regardless of whether that exact individual is held liable).

3.13. The Receiving Party hereby expressly acknowledges and agrees that any Confidential Information transmitted by e-mail (scanned copies, text files, etc.) or otherwise by electronic means shall be deemed to have been properly supplied to the Receiving Party and the Receiving Party undertakes all obligations hereunder with respect to such Confidential Information.

3.14. At the request of the Disclosing Party, transfer of Confidential Information to the Receiving Party (or to the individual designated by the Receiving Party), including transfer by electronic means, shall be confirmed in writing by the Receiving Party in a form reasonably acceptable to the Disclosing Party.

Article 4. Liability of the Receiving Party

4.1. The Receiving Party shall be liable in accordance with the legislation of the Russian Federation for the disclosure of Confidential Information to any third party, as well as for actions and/or omissions of any of its authorized representatives, including (if applicable) employees, officers or affiliates, managers (including individuals who previously performed these functions or held such positions) and other representatives, which resulted in the disclosure of Confidential Information to any third party.

4.2. Should the Receiving Party violate the terms and conditions hereof, it shall fully reimburse the Disclosing Party for its losses.

Article 5. Term of the Agreement

5.1. This Agreement shall be valid for 5 (Five) years and come into legal force and effect upon its signing by the Parties.

The confidentiality obligations shall be valid for 5 (Five) years from the date of Confidential Information receipt or until Confidential Information becomes publicly available not through a breach of the Receiving Party's obligations hereunder.

5.2. Termination hereof shall not release the Parties from the liability for its violation. The Receiving Party undertakes, within the period specified in Paragraph 2, Clause 5.1, to comply with its confidentiality obligations and to treat the Confidential Information received prior to the date of termination hereof with at least the same degree of security as it treats confidential information of its own, but in any case subject to the conditions specified in Clause 3.5 hereof.

5.3. At the direction of the Disclosing Party at any time or 10 (Ten) calendar days prior to the expiration of the term specified in Clause 5.1 hereof (whichever comes first), the Receiving Party undertakes at its own expense to do as follows:

- Return all originals and certified copies of Confidential Information;

- Destroy all other Confidential Information;
- Remove all Confidential Information from all computers, text processing devices, mobile communication means, electronic (digital) storage media, and other similar electronic devices on which such information has been stored, recorded, held or programmed by or on behalf of the Receiving Party.

5.4. Return, destruction or deletion of Confidential Information pursuant to this Clause shall not relieve the Receiving Party of its obligations hereunder.

5.5. At the request of the Disclosing Party, the Receiving Party undertakes to confirm in writing its compliance with the provisions of this Clause in a form reasonably acceptable to the Disclosing Party.

Article 6. Miscellaneous

6.1. In accordance with Article 431.2 of the Civil Code of the Russian Federation, the Receiving Party hereby assures and guarantees that when receiving Confidential Information, exercising its rights and performing its obligations hereunder, it shall only act in its own name and interests, and that it has the authority to perform mandatory actions, and that this Agreement is a legal, valid and enforceable obligation for the Receiving Party, which may be enforced against it.

6.2. This Agreement shall be governed by the legislation of the Russian Federation.

6.3. All disputes, controversies or claims arising out of or in connection herewith, including those related to its conclusion, execution, violation, termination, or invalidity, shall be subject to consideration by Moscow Arbitration Court.

6.4. Any amendments and/or supplements to this Agreement shall contain a reference hereto and shall be duly signed by each of the Parties.

6.5. This Agreement has been drawn up in 2 (Two) counterparts in the Russian and the English language, having equal legal force and effect, with each Party holding one counterpart.

Article 7. Details and Signatures of the Parties

<p>The Disclosing Party, the Company: Public Joint Stock Company Freight One (PJSC Freight One) OGRN 1137746982856 INN 7725806898 KPP 997650001 Address: ul. Novoryazanskaya, d. 24, Moscow, Russia, 105066 Telephone: +7 (495) 663-01-01</p>	<p>The Receiving Party, the Shareholder, being a legal entity: Name Registered office details Primary State Registration Number Full name of the authorized representative The Shareholder, being an individual: Full name Personal identification document details (series and/or number of the document, date and place of issue, issuing authority name)</p>
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The Disclosing Party:

_____ / _____ /

The Receiving Party:

_____ / _____ /