**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (hereinafter referred to as "the Agreement") signed in Bishkek " on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021 between **"Kumtor Gold Company" CJSC**, hereinafter referred to as "Party-1" represented by Temporary External Manager Bolturuk Teniz Ayapbergen uulu, acting under the Order No. 25 of May 17, 2021 of the Chairman of the Cabinet of Ministers of the Kyrgyz Republic and the Procedure for appointment of a temporary external manager, approved by the Resolution No. 7 of May 17, 2021 of the Cabinet of Ministers of the Kyrgyz Republic on the one hand, and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafter referred to as "Party-2", represented by the Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of the Charter, on the other hand, hereinafter jointly referred to as "Parties" and individually as a "Party", as follows:

1. **SUBJECT OF THE AGREEMENT**
	1. The purpose of this Agreement is to protect confidential information and/or information constituting a commercial secret of Party-1, transferred by Party-1 to Party-2 and defined in this Agreement (hereinafter referred to as "Confidential Information") in any interaction between Party-2 and Party-1.
	2. Confidential information under the Agreement means any information, including information constituting a commercial secret of Party-1, and data received by Party-2 from Party-1, or made known to Party-2 during the interaction with Party-1, in written, visual, electronic or oral form, on electronic and tangible media, including, but not limited to, in the form of documents and source data, and includes:
* any information related to the activities of the Kumtor mine and Party-1, including any production, technical, geological, business, economic, financial and organizational data and indicators, both actual and planned or targeted, information about processes and formulas, plans and strategies, confidential information of third parties, copies, samples, models disclosed by Party-1 to Party-2;
* any data regarding the suppliers of goods, works and services of the Party-1 (including the names of the suppliers, the subject of the relationships, contractual amounts, information about the amounts paid, etc.);
* any information and data received by Party-2 (by its officials, employees, representatives) from supervisors, managers and other employees of Party-1,
* any information and data received or made known to Party-2 (by its officials, employees, representatives) during discussions, meetings, events held by Party-1 and in which Party-2 (its officials, employees, representatives)participates or attends;
* other information having potential value disclosed by Party-1 to Party-2 with the "Confidential" or as a "Trade Secret" mark.
	1. Disclosure or transfer of the Confidential Information to third parties means any intentional or unintentional familiarization by Party-2 (its officials, employees, representatives), any third parties, whether legal entities or individuals, with the information representing the Confidential Information under this Agreement, in any form, including written and oral, familiarization with the originals or copies of documents or their extracts including summaries, and/or transfer to third parties, or other use of the Confidential Information or any part thereof in violation of the terms & conditions of the Agreement.
	2. Any information transferred by Party-1 to Party-2 or made known to Party-2 under this Agreement will be and will remain the property of Party-1.
	3. The provision of access to the Confidential Information by no means implies and means the transfer or consent of Party-1 to transfer any licenses, other property or non-property rights in relation to the Confidential Information.
1. **OBLIGATIONS OF THE PARTIES**
	1. Party-2 shall keep the information secret at all times, without the approval from the Temporary External Manager appointed and managing Party-1, or the Head of the Media Relations Department, it shall not disclose or supply any third party with the Confidential Information provided by Party-1, shall not use it for purposes contrary to the purposes of this Agreement, and shall distribute it among its employees only to the extent necessary for the performance of their job duties. Party-2 is fully responsible for the actions/lack of actions of its employees, representatives, managers.
	2. The Party-2 shall take all possible measures to ensure the safety of the Confidential Information.
	3. Party-2 shall not copy the materials received under this Agreement without the written permission of Party-1. It includes the prohibition to make extracts and written summaries based on them.
	4. Party-2 shall notify Party-1 of this as soon as possible, but no later than two days, and immediately take all possible measures to prevent any further disclosure, if facts or suspicions of disclosure of the Confidential Information are discovered.
	5. If Party-2 discovers the facts indicating that third parties are aware of the Confidential Information, it shall notify Party-1 of such facts as soon as possible, but no later than two days from the moment of discovery, even if such information is not a consequence of a violation of this Agreement by Party-2.
	6. Party-2 shall not to use Confidential Information for the purpose of obtaining any benefits or for any other purpose.
	7. Neither Party shall disclose the existence of the Agreement without the prior written consent of the other Party, except for cases when such facts or information must be provided to the authorized state bodies in accordance with the requirements of the legislation of the Kyrgyz Republic. In this case, the Party that provided the information to the authorized state bodies in accordance with the legislation of the Kyrgyz Republic is obliged to immediately notify the other Party about this.
2. **LIABILITY OF THE PARTIES**
	1. For violation and/or failure of Party-2, including officials, employees, representatives of Party-2 to comply with the terms & conditions of this Agreement, Party-2 shall pay Party-1 a fine in the amount and within the time frame established by Party-1. Also, Party-2 shall fully compensate Party-1 for all losses related to the disclosure or improper use of Confidential Information, violation of the terms & conditions of the Agreement.
	2. All other cases of liability not provided for by this Agreement are regulated by the provisions of the current legislation of the Kyrgyz Republic.
3. **DISPUTE RESOLUTION**
	1. All disputes and disagreements that may arise between the Parties during the execution of the Agreement, shall be resolved by the Parties through negotiations.
	2. If the Parties did not come to an agreement during the negotiations, the disputes shall be resolved at the International Arbitration Court under the Chamber of Commerce and Industry of the Kyrgyz Republic ( Bishkek) in accordance with the rules of this Court by one arbitrator, orally, in Russian, and in accordance with the legislation of the Kyrgyz Republic. The decision of the International Arbitration Court is final and binding on both Parties.
4. **OTHER CONDITIONS**
	1. The Agreement comes into force from the date of its signing by both Parties, but at the same time extends its effect to relations (interactions) of the Parties that have arisen from May 17, 2021. The Agreement is valid for 15 (fifteen) years from the date of its signing by the Parties.
	2. Neither of the Parties to the Agreement has the right to inform any third party about the content and terms & conditions of the Agreement without a written permission of the other Party.
	3. All changes and amendments to this Agreement have legal force only if they are executed by the Parties in writing and signed by officially authorized representatives of the Parties.
	4. All notifications, including notification on the change in the actual and/or legal address, shall be sent within five days in writing by registered mail with a notification sent to the address of the other Party specified in this Agreement.
	5. If one or more provisions of the Agreement are or become invalid, this cannot serve as a reason for the termination of the other provisions.
	6. This Agreement is signed in two identical copies having equal legal force, one original copy for each of the Parties.
5. **DETAILS AND SIGNATURES OF THE PARTIES**

|  |  |
| --- | --- |
| **Party-1:** | **Party-2:** |
| **Kumtor Gold Company CJSC**Address: 24 Ibraimov str., Bishkek, 720031, Kyrgyz RepublicTIN 01602199310079Branch No. 1 of "Optima Bank" JSC in BishkekBank account: 1090800212150559BIK109008Tel.: 996(312)90-08-08, 90-07-07 | Address:Bank account:Phone: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Kanat Kurmanov****Executive Director** **Kumtor Gold Company CJSC**  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Director**  |