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| **CONFIDENTIALITY AGREEMENT** |
| Bishkek city, Kyrgyz Republic October \_\_\_\_, 2025 |
|  This Confidentiality Agreement (hereinafter referred to as the “Agreement”) is concluded between **Kumtor Gold Company CJSC**, hereinafter referred to as “Party-1”, represented by Supply Chain Systems department Director - Ulanbek uulu Dastanbek, acting on the basis of a power of attorney dated February 25, 2025, on the one hand, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as “Party-2”, represented by the \_\_\_\_\_\_\_\_\_\_\_\_ acting on the basis of\_\_\_\_\_\_\_\_\_\_\_\_\_ on the other hand, hereinafter collectively referred to as the “Parties”, and individually as the |”Party”, as follows: |

1. **SUBJECT OF THE AGREEMENT**
	1. The purpose of this Agreement is to protect confidential information and/or information constituting a trade secret of Party-1 transferred from Party-1 to Party-2 and defined in this Agreement (hereinafter referred to as “Confidential Information”) during any interaction between Party-2 and Party-1 in relation to the following purpose – **Annual maintenance of the “Foxboro” DCS system of the Mill at the Kumtor mine** (hereinafter referred to as the “Purpose”).
	2. Confidential information under the Agreement means any information, including information constituting a trade secret of Party-1, and data received by Party-2 from Party-1, or became known to Party-2 in the course of 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 relating to the activities of the Kumtor Mine and Party-1, including any production, technical, geological, business, economic, financial and organizational data and indicators, whether actual or planned or designed, information on processes and formulas, plans and strategies, confidential information of third parties, copies, samples, and models disclosed by Party-1 to Party-2;
* any information regarding the suppliers of goods, works and services of Party-1 (including the name of suppliers, the subject of the relationship, the number of contracts, information about the amounts paid, etc.).
* any information and data received by Party-2 (its officials, employees, representatives) from the managers, managers, and other employees of Party-1, including during visits to the Kumtor mine,
* any information and data received or made known to Party-2 (its officials, employees, representatives) during discussions, meetings, meetings, visits, events held by Party-1 and in which Party-2 (its officials, employees, representatives) take part or is present.
* other information of potential value disclosed by Party-1 to Party-2 marked “Confidential” or as “Commercial Secret”.
	1. Disclosure or transfer of Confidential Information to third parties shall mean any intentional or unintentional familiarization by Party-2 (its officers, employees, representatives) of any third parties, whether legal entities or individuals, with the information providing Confidential Information under this Agreement, in any form, including written and oral, familiarization with originals or copies of documents or extracts from them, including generalizations, and/or transfer to third parties or otherwise use the Confidential Information or any part thereof in violation of the terms 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. Providing access to Confidential Information in no way implies or implies the transfer of or consent to the transfer by Party-1 of any licenses, other property, or non-property rights in relation to Confidential Information.
	4. Party-2 requests and receives Confidential Information solely to achieve the Purpose and on a “need to know” basis.
1. **OBLIGATIONS OF THE PARTIES**
	1. Party-2 shall maintain confidentiality at all times, without the prior written consent of Party-1, not disclose or reveal to third party any Confidential Information provided by Party-1 to Party-2 or made known by Party-2 in the course of interaction with Party-1, not to use it for purposes contrary to the purposes of this Agreement, and to use it only for the purposes determined by Party-1 and within the framework of cooperation with Party-1, for this purpose, Party 2 shall be obliged to distribute it to its employees only to the extent necessary for the performance of their duties, and shall take measures to ensure the safety of the Confidential Information and its non-dissemination. Party-2 is fully responsible for the actions/inaction of its employees, representatives, managers.
	2. Party-2 shall take all possible measures to ensure the safety of Confidential Information no worse than the protection of its Confidential Information and in accordance with applicable standards.
	3. Party-2 is obliged not to copy the materials received under this Agreement without the written permission of Party-1, including not to make extracts and written generalizations based on them.
	4. Party-2 is obliged to notify Party-1 as soon as possible, but no later than two days, if it discovers facts or suspicion of disclosure of Confidential Information and immediately takes all possible measures to prevent any further disclosure. In the event of unauthorized access to Confidential Information, Party-2 shall cooperate with Party-1, provide any notice and information of such unauthorized access to the relevant law enforcement agencies and government regulatory authorities after the written agreement of Party-1.
	5. If Party-1 reasonably suspects that Party-2 has violated this Agreement, Party-1 shall have the right to conduct an audit/review on its own or by appointing an independent third party who is required to maintain confidentiality in this regard. Any such verification shall be carried out during the normal business hours of Party-2 and will be permitted only to the extent required by Party-1 to assess Party-2’s compliance with this Agreement.
	6. Party-2 is obliged to notify Party-1 of such facts as soon as possible, but no later than two days from the date of discovery, if such information is not a consequence of violation of this Agreement by Party-2, even if such awareness is not a consequence of violation of this Agreement by Party-2.
	7. Party-2 is obliged not to use the Confidential Information for the purpose of obtaining any benefit or for any other purpose.
	8. Neither Party will 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 shall be obliged to immediately notify the other party thereof, as far as the applicable legislation allows.
	9. Upon achievement of the Objective at the written request of Party-1 or at any time upon its request, Party-2 shall: (a) immediately return to Party-1 all Confidential Information and all copies, written or otherwise, in the possession or custody of Party-2, and warrant and ensure that any third party to whom it has disclosed the Confidential Information in accordance with the provisions of this Agreement, did the same.
	10. Party-2 acknowledges that it has developed, implemented, and will maintain effective information security policies and procedures that include administrative, technical, and physical security measures designed to (i) ensure the security of Confidential Information provided by Party-1 hereunder, (ii) protect against anticipated threats or threats to the security or integrity of such Confidential Information, (iii) protect against unauthorized access, or use of such Confidential Information, and (iv) ensure that the Confidential Information is appropriately deleted. All personnel managing such Confidential Information have been adequately trained to implement that Party’s information security policies and procedures. Party-2 regularly reviews and reviews its information security policies and procedures to ensure their continued effectiveness and to determine whether adjustments are necessary considering current circumstances, including, but not limited to, changes in technology, customer information systems, or threats or hazards to Confidential Information.
	11. Upon receipt of the electronic form of Confidential Information, Party-2 undertakes to always maintain network security, which includes, at a minimum: network security system configuration, intrusion detection and regular (at least once a year) network vulnerability assessments by a third party. Likewise, Party-2 agrees to maintain network security in accordance with universally recognized industry standards and best practices.
	12. The Parties comply with applicable laws regarding the protection of personal data.
2. **DISPUTE RESOLUTION**
	1. All disputes and disagreements that may arise between the Parties during the execution of the Agreement, the Parties undertake to resolve through negotiations.
	2. If the Parties do not come to an agreement during the negotiations, the disagreements shall be resolved in the International Arbitration Court at the Chamber of Commerce and Industry of the Kyrgyz Republic (Bishkek city) in accordance with the rules of this court by one arbitrator, orally, in Russian, and in accordance with the legislation of the Russian Federation. The decision of the International Arbitration Court shall be final and binding on both Parties.
3. **MISCELLANEOUS**
	1. The Agreement shall enter into force on the date of its signing by both Parties and shall be valid for 5 (five) years from the date of its signing by the Parties or from the date of termination of the agreement in respect of or for the purpose of which the Confidential Information was transferred, whichever is later.
	2. Neither Party may inform any third party of the content and terms of the Agreement without the written permission of the other Party.
	3. All additions and changes to this Agreement are legally binding only if they are fixed by the Parties in writing and signed by officially authorized representatives of the Parties.
	4. All notices, including notice of a change in actual and/or legal address, must be sent in writing within five days by registered mail with notification 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 be used as a reason for terminating the other provisions.
	6. This Agreement is signed in two identical copies having equal legal force, one original copy for each of the Parties.
4. **DETAILS AND SIGNATURES OF THE PARTIES**

Party-1:

Kumtor Gold Company CJSC

Address: Kyrgyz Republic,

720031, Bishkek, Ibraimov Street, 24

TIN 01602199310079

Tel.: 996(312)90-08-08, 90-07-07

Fax: 996(312)59-15–26

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director of the KGC CJSC Supply Chain Systems department.

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