

## **Regulations on Trade Secrets of Plyterra, JSC**

### **1. General provisions**

1.1. These Regulations regarding trade secrets of the Closed Joint-Stock Company Plyterra (hereinafter referred to as the Regulations, Company) are developed based on the requirements of the Federal Law 'On Information, Information Technologies and Information Protection', the Civil Code of the Russian Federation, the Federal Law "On Trade Secrets", other legal acts of the Russian Federation and international legal acts, in order to ensure compliance with the rights, business reputation and economic security of the Company and its counterparties.

1.2. The Regulations set out general rules on information constituting the trade secrets (hereinafter referred to as the Trade Secrets), the terms of its protection, as well as liability measures taken for violation of the requirements set forth in these Regulations.

1.3. In these Regulations:

- The Trade Secrets mean the confidentiality of any information enabling its owner under actual or potential circumstances to increase incomes, avoid unjustified expenses, and retain its position on the market of goods, work, and services or to derive other commercial benefits. The Trade Secrets are information about the Company's activity which has actual or potential economic value and the disclosure of which to an unlimited number of persons may affect adversely the effectiveness of the activity. The Trade Secrets include information of any nature (industrial, technical, economic, organizational, and others), including the results of intellectual activity as well as information about the methods of performing professional activities which derives the actual or potential economic value from not being known to the third parties, or which third parties do not have free access to on a legal basis, and in respect of which the owner of such information has introduced the confidentiality regime.

The owner of the Trade Secrets is a person who legally owns information constituting the Trade Secrets, has restricted access to this information and has established the confidentiality regime with respect to it.

The Trade Secrets disclosure is an action or inaction that results in disclosure of information constituting the Trade Secrets to third parties in any possible form (oral, written, or other forms, including with the use of technical means) without the consent of the owner of such information, or contrary to the employment or civil law contracts.

Access to information constituting the Trade Secrets is understood as the familiarization of certain persons with information constituting the Trade Secrets, with consent of its owner or on other legal grounds, on condition that the confidentiality of the information is maintained.

Transfer of information constituting the Trade Secrets means the transmission of information, constituting the Trade Secrets and recorded on a tangible medium, to the counterparty by its owner based on the contract, to the extent and under the terms and conditions provided by the contract, including the condition binding the counterparty to take measures for the protection of its confidentiality specified in the contract.

The counterparty is a civil law contract party, including the party which the information constituting the Trade Secrets has been transferred to by the owner of this information.

The provision of information constituting the Trade Secrets is understood as the transfer of information constituting the Trade Secrets and recorded on a tangible medium to state authorities, other state bodies, and local government bodies by its owner for the purpose of performing their functions.

## **2. Information constituting the Trade Secrets**

### **2.1. The Trade Secrets of the Company include information about:**

Shareholders, their personal data and shares in the Company. Content of the corporate documents. Technologies in current use and emerging ones. Production methods. Industrial management. Modification and modernization of previously known technologies, processes and equipment. Technological modes. The Company's productive capacity. Stocktaking, components, raw materials, finished products. Course and results of negotiations with counterparties. New solutions and technical knowledge obtained by the parties as counterparties under contracts. Terms and conditions of the concluded contracts, potential transactions. Course and results of negotiations. Confidentiality terms set in transactions. Terms and conditions of transactions and agreements. Contracts execution. Foreign trade policy. The Company's market strategy. Management reports. The Company's strategic and operational development plan, budgets, marketing researches, and investment projects. Plans and forecasts. The Company and methods of Company management, organizational and managerial ideas and solutions. Access control procedure and security systems of the Company. Software protection methods. Information that allows to access software and computer equipment. Course and results of meetings. The employees' salary. Business correspondence. Trade Secrets of the partner company that have been provided to the Company under the non-disclosure agreement. Amount and conditions of depositing/raising of financial resources in financial institutions. Terms of entering into financial projects (finance lease, credit financing etc.) Terms of entering into financial projects (finance lease, credit financing etc.) The status of bank accounts and banking transactions carried out through them. Risks, planning in the field of taxation. The Company's financial policy. Received offers and those that are being processed; orders. The Company's financial targets. Pricing methodology. Planned sales methods. Marketing policy. The effectiveness of commercial activities. Procurement and sales plan. Domestic and foreign clients, contractors, suppliers, customers, buyers, partners, sponsors, intermediaries and other partners whose premature disclosure may cause damage to the Company. The Company's client base. The Company's raw material suppliers base. The volume of finished products purchase by the clients. Trademarks intended for registration. Analytical data about rivals who are not contained in public information. Information that is required by the counterparty to be kept a secret.

### **2.2. The Company, as the owner of the information, is entitled to:**

- 1) establish, change, or terminate in writing the confidentiality regime with respect to any information.
- 2) use the information constituting the Trade Secrets for its own needs in a manner that does not contradict the legislation of the Russian Federation;
- 3) allow or prohibit access to information constituting the Trade Secrets, and determine the procedure and conditions for access to this information;
- 4) require that legal and natural persons who have obtained access to the information constituting the Trade Secrets, state authorities, other state bodies, local government bodies that have been provided with information constituting the Trade Secrets comply with obligations to protect its confidentiality;
- 5) require that persons who have obtained access to information constituting the Trade Secrets accidentally or by mistake shall protect the confidentiality of this information;



6) protect its rights in case of disclosure, illegal receipt or illegal use of confidential information by third parties and claim restitution for damages caused by the violation of the rights, in accordance with the procedure established by the law.

2.3. It is CEO of the Company who reckons information among the Trade Secrets by imposing restrictions on its disclosure and access to its media.

2.4. Information constituting the Trade Secrets obtained from its owner on the basis of a contract or other legal basis is considered to have been obtained by legal means.

2.5. Information constituting the Trade Secrets, the owner of which is another person, is considered to have been obtained illegally if it was obtained with a deliberate violation of the measures taken by the owner of the Trade Secrets to protect the confidentiality of this information, as well as if the person receiving this information knew or had sufficient grounds to think that this information constitutes the Trade Secrets of another person, and that the person transferring this information does not have a legal basis for it.

2.6. The confidentiality regime cannot be established by the company with respect to:

- information contained in the foundation documents, and in documents confirming the fact of placing information about legal entities and individual businessmen in the corresponding national registers;

- information contained in the documents which entitle a person to conduct business;

- information about environmental pollution, fire safety, sanitary, epidemiological and radiological situation, food safety and other factors which have a negative impact on ensuring the safe operation of the production facility, on the safety of each citizen and the population in the whole;

- list of employees, information about remuneration system, working conditions, including labour protection, rate of workplace Injuries and occupational illness indicators, as well as information about vacancies;

- information about the employers' salary and social payments arrears;

- information about violation of the legislation of the Russian Federation and the facts of being prosecuted for these violations;

- list of persons entitled to act without letter of attorney on behalf of the legal entity;

- information the disclosure of which or inadmissibility of access restriction to which is stated by the Federal Laws or other regulatory acts.

### **3. Trade Secrets protection**

3.1. The confidentiality regime is set in the Company by taking the following measures:

- approval of the list of the information constituting the Trade Secrets;

- access restriction to information constituting the Trade Secrets by establishing the procedure for handling this information and monitoring the compliance with this procedure;

- accounting of persons having access to the confidential information, and persons to whom this information has been transferred or provided;

- regulation of relations on the use of the confidential information by the employees on the basis of employment agreements and by the counterparties on the basis of civil-legal contracts.

- other measures which do not contradict the legislation of the Russian Federation and the international legal acts.

3.2. In order to protect the confidentiality of information constituting the Trade Secrets, the Company as an employer must:

1) to acquaint the employee whose access to the information, owned by the employer and its counterparties, is necessary for the performance of this employee's labor duties, with the list of information constituting the Trade Secrets, against signature;

2) to familiarize the employee against the signature with the confidentiality regime established by the employer and the responsibility for its violation;

3) to ensure the conditions necessary for the employee to comply with the established confidentiality regime.

3.3. An employee's access to information constituting the Trade Secrets is subject to his/her consent, unless it is stipulated by his/her job responsibilities.

In order to protect the confidentiality of information constituting the Trade Secrets, the employee must:

1) comply with the confidentiality regime established by the employer;

2) not to disclose this information, which is owned by the employer and its counterparties, and without their consent not to use this information for personal purposes during the entire period of the confidentiality regime, including after the termination of the employment agreement;

3) compensate for the losses caused to the employer if the employee is guilty of disclosing information which constitutes the Trade Secrets and has become known to him during the performance of his job responsibilities;

4) transfer tangible medium, being in use of the employee and containing the information constituting the Trade Secrets, to the employer, upon abrogation or termination of the employment agreement.

3.4. The employer is entitled to demand compensation for losses caused by the disclosure of information constituting the Trade Secrets from the person who has got access to this information due to the performance of the job responsibilities, but who has terminated employment relations with the employer, if this information is disclosed during the period of the confidentiality regime.

Damages caused by an employee or a person who has terminated employment relations with the employer are not compensated if the disclosure of the Trade Secrets has occurred as a result of the employer's failure to observe the measures ensuring the confidentiality regime, of the actions of the third parties or force majeure.

3.5. Measures to protect the confidentiality of information are considered reasonably sufficient if:

1) access to information constituting the Trade Secrets is prohibited for any person without the consent of its owner;

2) it is possible for employees to use information constituting the Trade Secrets and transfer it to counterparties without violating the confidentiality regime.

The confidentiality regime may not be used for purposes contrary to the requirements of the protection of the constitutional order, morality, health, rights and lawful interests of other persons, national defense and state security.

#### **4. Procedure for access to the Trade Secrets**

4.1. The following employees of the Company have free (unauthorized) access to the Trade Secrets: Chief Executive Officer, Chief Engineer, Chief Accountant, Heads of structural divisions.

4.2. The employees who have access to the Trade Secrets by virtue of their official duties are obliged to familiarize themselves with these Regulations at the time of employment or at the first request of the Company and give the Company an undertaking of non-disclosure of the Trade Secrets.

4.3. The employee undertakes not to disclose the Trade Secrets on a voluntary basis.

#### **5. The obligation of the employee for the Trade Secrets protection.**

5.1. Employees admitted to the Trade Secrets must:

5.1.1. Not to disclose the Company's Trade Secrets, except for the following cases:

- there is a written permission from the Company's chief executive;
- the current legislation of the Russian Federation or the Company's bylaws directly oblige the employees to perform certain actions related to the Trade Secrets disclosure.

5.1.2. Comply with the requirements and Company's bylaws which regulate the protection of the Trade Secrets.

5.1.3. Observe the procedure for working with and storing the documents containing the Trade Secrets, procedure for putting facilities under security, procedure for accessing and working with personal computers and other electronic equipment of the Company.

5.1.4. Ensure the safety of the Trade Secrets of the Company's counterparties.

5.1.5. Not to use the Company's Trade Secrets for other activities as well as in the course of acting in the interest of the third parties.

5.1.6. Not to use the Trade Secrets in scientific and educational work, during public speeches and interviews.

5.1.7. Immediately notify the chief executive of the Company of the need to disclose information constituting the Trade Secrets, at the request of the competent authorities.

5.1.8. Immediately inform the appropriate person in charge about the loss or shortage of information carriers containing the Trade Secrets, passes, keys to facilities, vaults, safes, and other facts that may lead to compromising the Company's Trade Secrets, as well as about the reasons and conditions for possible violation of the confidentiality regime.

5.1.9. Immediately notify the chief executive of the Company of any attempts by unauthorized persons to obtain information which constitutes the Trade Secret from the employee.

5.1.10. Do not create conditions for violating the confidentiality regime.

5.1.11. Transfer the tangible media being in use of the employee and containing the Trade Secrets to the chief executive of the Company at the abrogation or termination of the employment agreement, destroy the information or delete it from the tangible media under the control of the Company's management.

5.1.12. In case of dismissal (regardless of the reasons for dismissal), not to disclose the Trade Secrets of the Company.

## **6. Obligations of the Company for the Trade Secrets protection**

6.1. For the protection of the Trade Secrets the Company must:

6.1.1. Organize familiarization of the employee whose access to information constituting the Trade Secrets is necessary for the performance of his/her job responsibilities with these Regulations under the signature.

6.1.2. Ensure the necessary conditions for the employee to comply with the confidentiality regime established by the Company.

6.1.3. Stipulate the confidentiality of certain terms and conditions in the transactions with the counterparties.

6.1.4. Take measures to identify violations of the confidentiality regime.

6.1.5. Take all legal measures to prevent violations of the Company's confidentiality regime.

6.1.6. Take appropriate measures to bring persons responsible for violating the confidentiality regime to the legal responsibility.

## **7. Procedure for termination of the employee's access to the Trade Secrets**

7.1. The employee's access to the Trade Secrets is terminated in the following cases:

- termination of the employment contract;
- one-time violation of the employee's obligations related to non-disclosure of the Trade Secrets;
- at the initiative of the Company's management.

7.2. Termination of access is carried out by the decision of the chief executive of the Company, which is issued in the form of an order and brought to the knowledge of the employee under the signature.

## **8. Liability for disclosure of the Trade Secrets**

8.1. The employee is liable for violation of the Trade Secrets non-disclosure obligations stipulated by the current legislation of the Russian Federation and the employment agreement concluded with the Company.

8.2. In case of disclosure of the Trade Secrets, the employee is obliged to compensate the Company for the damages caused by this violation.

## **9. Providing information constituting the Trade Secrets**

9.1. The Company provides information constituting the Trade Secrets to the state authorities, other state bodies, and local government bodies free of charge only upon their reasoned request signed by an authorized person in charge.

A reasoned request must contain the purpose and legal basis for requesting the information constituting the Trade Secrets, and the deadline for providing this information, unless otherwise is established by the Federal laws.

9.2. The Company, public authorities, other state bodies and bodies of local government which have received the information constituting the Company's Trade Secrets provide information constituting the Trade Secrets, upon the request of the courts, preliminary investigation bodies, bodies



of inquiry on cases within their proceedings in accordance with and on the grounds provided by the legislation of the Russian Federation.

9.3. Documents submitted to the authorities specified in subclauses 9.1 and 9.2 of these Regulations containing information constituting the Trade Secrets shall be labelled 'Trade Secrets' with the Company's name indication.