



Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement ("Agreement"), is entered into by and between:

LS Energy GmbH,
represented by its General Director Denni Schubin,
acting on the basis of the charter,

and

_____,
represented by its _____,
acting on the basis of _____

together referred to as "Parties" and individually a "Party".

Each Party hereunder may either be a "Receiving Party" or a "Disclosing Party" with respect to Confidential Information.

BACKGROUND:

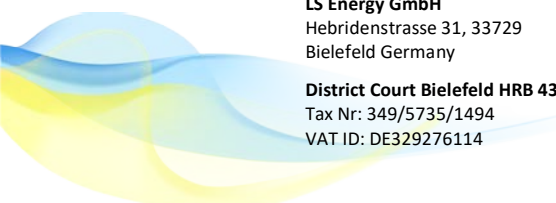
The Parties are either in a business relationship or are evaluating a possible business relationship and in connection therewith and each has disclosed and will disclose to the other certain confidential and/or proprietary information regarding their respective businesses, processes, partners and clients. The parties desire to maintain the confidentiality of such information, in accordance with this Agreement.

The Party undertakes not to offer in any way cooperation to the clients and partners of the other Party that have become available to it through the other Party, and not to accept offers of cooperation from such clients and partners.

The Party has the right to enter into business relations with partners and clients of the Party only with the written consent of the Party, who disclosed the name and contacts of their partners and customers.

Disclosure of information about the client or partner in itself does not constitute consent of the Disclosing party to cooperation of the Receiving Party with such client or partner.

1. Except as otherwise set forth herein to the contrary, " Confidential Information " shall mean all information (commercial, technological, financial or other), data (personal, commercial, technological, financial or other), technology, know-how, inventions, discoveries, designs, drawings, processes, software (including source code and object code), formulations, models and/or trade and/or business secrets, which has been or may hereafter be supplied, transmitted, exchanged or





otherwise disclosed (whether in writing, orally or otherwise) to one of the parties or its directors, officers, employees, affiliates, advisors, agents, representatives or contractors (collectively, "Affiliates") by the other party or the other party's Affiliates, from the Starting Date until the Ending Date set forth below:

Starting Date: _____

Ending Date: _____

Except as provided in Section 3 below, all information and materials exchanged between the parties from the Starting Date through the Ending Date shall be presumed to be "Confidential Information" hereunder.

2. Subject to Section 3, each Party agrees that with respect to any Confidential Information received by it from the Disclosing Party:

- a. To examine and use such Confidential Information only in furtherance of a business relationship or potential business relationship between the Parties, and not to disclose the same to any third person; and
- b. To receive and hold the Confidential Information in the strictest confidence and ensure all reasonable security precautions in the safekeeping of the Confidential Information are applied by the Receiving Party's employees, agents and subcontractors so as to prevent disclosure of such Confidential Information to third persons. The Receiving Party will take all reasonably necessary steps to ensure that only those of its employees, and advisers who have a need to know such information receive such Confidential Information and that its employees, agents and sub contractors respect the obligations of non-use and non-disclosure provided herein; and
- c. Not to copy, reproduce or reduce to writing any part thereof except as may be reasonably necessary pursuant to (a) above and ensure that any copies, reproductions or reductions to writing so made shall be the property of the Disclosing Party; and
- d. To return such Confidential Information received in any tangible form to the Disclosing Party within thirty (30) days at the written request of the Disclosing Party and to retain no copies or reproductions thereof; and
- e. To maintain all confidential or proprietary markings placed upon or contained within the Confidential Information of the Disclosing Party, and to refrain from removing, destroying or rendering illegible any such markings.

3. Notwithstanding anything else in this Agreement to the contrary, the obligations under Section 2 with respect to purportedly or presumptively "Confidential Information" shall not apply to any information that:



- a. was legitimately in the Receiving Party's possession or was legitimately known to the Receiving Party prior to receipt from the Disclosing Party in the form in which it was received from the Disclosing Party; or
 - b. is or becomes public knowledge without the fault of the Receiving Party; or
 - c. is or becomes rightfully available to the Receiving Party without confidential restriction from a source that is not bound by the obligation of confidentiality and is not under the Disclosing Party's control; or
 - d. is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or
 - e. is to be disclosed by court order or as otherwise required by law; provided, however, that in such case the Receiving Party so required will give ten (10) days notice prior to any such disclosure to allow the Disclosing Party to intervene and protect its interests in the Confidential Information, should the Disclosing Party so desire
- 4.** The existence of this confidentiality agreement itself will be considered "Confidential Information."
- 5.** All Confidential Information shall remain the exclusive property of the Disclosing Party. The Disclosing Party shall retain all intellectual property and property rights in the Confidential Information even if the Confidential Information is incorporated or embedded into any work product developed by the Receiving Party regarding the Confidential Information.
- 6.** The Party that violated this agreement undertakes to reimburse the documented real damage of the other Party incurred through the fault of the violating Party.
- 7.** No right of license, either express or implied, with respect to the Confidential Information, is granted hereunder by the Disclosing Party. The disclosure of the Confidential Information by the Disclosing Party to the Receiving Party shall not result in any obligation on the part of either party to enter into any future agreement relating to such information or to undertake any other obligation not set forth in a written agreement signed by the Parties. The Disclosing Party makes no representation or warranty, and no term or condition shall be implied in the present agreement, as to the completeness of the Confidential Information.
- 8.** The present agreement shall become effective on the Effective Date and will apply to all information disclosed as of the starting date and shall terminate on the Ending Date specified in paragraph 1, or such other date as may be agreed upon by the parties in writing. Each Party's obligations under this Agreement shall survive any termination or expiration of this Agreement for a period of three (3) years and shall be binding upon such Party's heirs, successors and assigns for the same period.
- 9.** Neither Party shall communicate any information to the other in violation of the proprietary rights of any third party.



10. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

11. This Agreement shall be governed by and construed in accordance with the laws of the Russian Federation. This Agreement may not be amended except by a writing signed by both Parties. The terms contained herein constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior communications and agreements, either oral or written.

12. No Party to this Agreement shall assign any of its rights or obligations hereunder, without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld.

13. The parties will ensure that their employees and agents will comply with all the obligations set forth in the present agreement.

14. Any disputes between the Parties relating to the Agreement, which can not be settled through consultations and negotiations shall be referred to the Moscow Arbitration Court

15. This Agreement is made in Russian and English languages. In case of controversy between the versions, the Russian version will prevail.



LS Energy GmbH

Legal address:

Hebridenstrasse 31, 33729 Bielefeld, Germany

District Court Bielefeld HRB 43804

VAT ID: DE329276114

info@ls-energy.de ,<https://www.ls-energy.de/>

Bank Details:

Volksbank Bielefeld-Gütersloh eG

Kesselbrink 1, 33602 Bielefeld, Germany

€ - EURO Account

IBAN: DE56478601250520719000

BIC: GENODEM1GTL

\$ - DOLLAR Account

IBAN: DE02478601250520719002

BIC: GENODEM1GTL

Payment instructions: <https://ls-energy.de/wp-content/uploads/Payment-Instruction-LS-Energy-EURO-USD.pdf>

Legal address:

VAT ID:

Bank Details:



SIGNATURES

On behalf of
LS Energy GmbH

Mr. Denni Schubin

On behalf of
