

FORM

**Non-Disclosure
Agreement
(Confidentiality Agreement)**

City of Moscow

“ ___ ” _____ 20 ____.

Public Joint Stock Company “Oil company “LUKOIL”, hereinafter referred to as the “Issuer”, represented by _____, acting by virtue of _____, as the party of the first part, and _____, hereinafter referred to as the “Shareholder” (*for individuals please specify their full names, for entities – full company names, full name of the Authorized Person and the document based on which such Authorized Person is acting*), as the party of the second part¹,

have entered into this Non-Disclosure Agreement (Confidentiality Agreement), hereinafter referred to as the “Agreement”, as follows:

1. TERMS AND DEFINITIONS

1.1. Confidential Information shall mean restricted information for which the Issuer’s policies and procedures stipulate that it may not and shall not be disclosed to Third Parties without the Issuer’s consent.

1.2. Third Parties shall mean any persons other than the Issuer and the Shareholder.

1.3. Disclosure of Confidential Information shall mean an action or omission that results in the Confidential Information in any form (verbal, written or otherwise, including with the use of equipment) becoming known to Third Parties without Issuer’s consent.

2. SUBJECT OF THE AGREEMENT

2.1. Upon the Shareholder’s request to provide the documents, made under Federal Law *On Joint Stock Companies* No.208-FZ of December 26, 1995, Article 91, the Issuer shall grant the Shareholder access to the Issuer’s documents (or provide copies of documents) containing Confidential Information, and the Shareholder shall not disclose and shall maintain confidentiality of such Confidential Information.

2.2. List of provided documents incorporating Confidential Information:

No.	Document name	Document provision form

3. SHAREHOLDER OBLIGATIONS

¹ Article 91 of the Federal Law *On Joint Stock Companies* stipulates that whenever the shareholders make a joint request to access documents containing Confidential Information, a Non-Disclosure Agreement (Confidentiality Agreement) shall be signed by each shareholder, and whenever such documents are accessed by a shareholder representative operating by virtue of a power of attorney, both the shareholder, and such representative shall have to sign it.

The Shareholder shall:

3.1. Withhold, whether in part or in full, from disclosing the Confidential Information granted by the Issuer, without the Issuer's prior written consent (including, inter alia, by copying the documents containing Confidential Information, or making such documents available to any Third Parties, or disclosing them verbally or in writing, including by way of dissemination or publication in the mass media or on the Internet), other than when he/she/it is bound to make such disclosure under the applicable law, a court judgement that has become effective or upon request made by competent governmental authorities in accordance with the applicable law.

3.2. Procure that such Confidential Information provided by the Issuer is stored in a way that rules out any possibility of it being accessed by Third Parties.

3.3. Use the Confidential Information provided by the Issuer solely for business purposes, as indicated in the Shareholder's request to provide documents containing Confidential Information.

3.4. Withhold from using the Confidential Information granted by the Issuer for any activities, which may provide a competitive advantage over the Issuer and/or its activities or cause the Issuer to sustain losses or incur damages.

3.5. Promptly give the Issuer a notice to the effect of a loss of such documents or media, in which the Confidential Information granted by the Issuer is stored, or of any other facts that have led or may lead to disclosure of such Confidential Information, and take measures to mitigate the damages caused by such disclosure.

3.6. Demand that its employees perform all their obligations assumed hereunder, whenever granted access to the Confidential Information provided by the Issuer, and remain liable for any disclosure of the Confidential Information to the extent contemplated in paragraph 4.1 hereof (*to be included into agreements with shareholders that are legal entities*).

4. LIABILITY OF THE SHAREHOLDER

4.1. The Shareholder shall remain liable to the Issuer for all and any damages, including lost profits, resulting from the Shareholder's breach hereof, and shall indemnify, defend, and hold harmless the Issuer against all and any reasonable and documented costs and expenses, incurred by the Issuer as a result of such breach, or profits that the Issuer has failed to earn, which it otherwise would have earned in consideration of the reasonable related expenses, in the ordinary course of business, had its right not been infringed upon.

5. TERM OF AGREEMENT

5.1. This Agreement shall take effect upon signing and remain in force for 5 (five) years after the documents containing Confidential Information were made accessible (or copies thereof were provided).

6. SUPPLEMENTARY CONDITIONS

6.1. All and any amendments hereto shall be executed in the form of a written agreement bearing the signatures of the Issuer and the Shareholder (authorized representatives thereof).

6.2. All and any disputes or differences arising from or out of this Agreement shall be resolved amicably, or if they fail to be resolved in the aforesaid manner, they shall be forwarded for resolution to the Moscow Arbitration Court.

6.3. This Agreement shall be governed by and construed in accordance with the applicable law of the Russian Federation.

Phone

Shareholder

Representative *(to be included into the Agreement whenever documents are made accessible to a Shareholder Representative under a power of attorney)*

Passport

Address

Phone

For and on behalf of the Issuer:

Shareholder:

_____/_____
(Signature, Full Name)

_____/_____
(Signature, Full Name)

SEAL

Shareholder Representative acting by virtue of power of attorney No. __ of _____ 20____
(to be included into the Agreement whenever documents are made accessible to a Shareholder Representative under a power of attorney)

_____/_____
(Signature, Full Name)