

## **Non-Disclosure Agreement**

Moscow

\_\_\_\_\_.2016

The Autonomous Non-profit Organization Local Organizing Committee-2018 (hereinafter «the Client») and The Company \_\_\_\_\_, (hereinafter «The Company») represented by \_\_\_\_\_, acting on \_\_\_\_\_, seeking to ensure The Company's eligibility for the Public tender \_\_\_\_\_ (OT/12) held by the Client (hereinafter “the Project”), have entered into this Nondisclosure Agreement.

### **1. WHAT CONSTITUTES CONFIDENTIAL INFORMATION**

The Company undertakes to consider as confidential any confidential, private, internal information, trade secret or other classified information, materials or samples that The Company receives, sees, hears or that it studies in writing or learns about in some other way in connection with the Project, and that relates to the Client or any of its affiliates or subsidiaries, irrespective of whether such information, such materials or samples were received from the Client, its affiliates or subsidiaries or from third parties on the Client's instructions (hereinafter the “Confidential Information”). All information obtained through a statement, processing, generalizations or analytical calculations from the Confidential Information is also confidential.

### **2. WHAT DOES NOT CONSTITUTE CONFIDENTIAL INFORMATION**

Information does not constitute Confidential Information if: (a) it is in the public domain or enters the public domain through no fault of The Company; (b) it was known to The Company before it was provided by the Client, which is confirmed by The Company's documents; (c) it was disclosed to The Company by a third party that has not assumed any non-disclosure undertakings before the Client, which is confirmed by The Company's documents or the documents of said third party; or (d) it was independently developed by The Company without the use of the Confidential Information, which is confirmed by The Company's documents. The Client is not required to consider as confidential any information provided by The Company under this Agreement.

### **3. WHEN THE COMPANY IS ENTITLED TO RECEIVE THE CONFIDENTIAL INFORMATION**

The Company is entitled to receive the Confidential Information from the date indicated in Appendix A as the “Commencement Date of the Provision of the Confidential Information” prior to the expiration of one year after said date or before the completion of the Project, depending on whichever comes later. The Client shall provide the Confidential Information at its own discretion and is not required to provide any information under this Agreement. The Company shall not acquire any rights to the Confidential Information, with the exception of rights for usage of the Confidential Information for the purpose of Project implementation

### **4. HOW THE COMPANY SHOULD PROTECT THE CONFIDENTIAL INFORMATION**

The Company undertakes to act in good faith for the purpose of protecting the confidentiality of the Confidential Information. This undertaking means that (a) The Company undertakes to disclose the Confidential Information solely in the instances permitted by sections 5 and 6 of this Agreement or with the preliminary written consent of the Client; b) The Company undertakes to use the Confidential Information solely in the instances when this is required in connection with the Project, and not to use it in any other way for the purpose of deriving its own

benefit; and (c) The Company undertakes to take all reasonable measures for the purpose of preventing the unintentional disclosure of the Confidential Information. The Company undertakes to report attempts by unauthorized persons to obtain the Confidential Information, the loss or shortfall in the media containing such information, and also other facts that could impair the activities of the Client, and also attempts by third parties to use or disclose the Confidential Information within 2 (Two) working days of the actual receipt of the information on these attempts.

#### 5. WHO IS ENTITLED TO HAVE ACCESS TO THE CONFIDENTIAL INFORMATION

The Company undertakes to provide access to the Confidential Information solely: (a) to its employees who require access to the Confidential Information to perform the Project; and (b) to its authorized representatives and subcontractors, who (i) require access to the Confidential Information to implement the Project, and who (ii) had been approved in advance in writing by the Client to perform the work on the Project, and (iii) have signed non-disclosure agreements, reflecting the actual transfer of such Confidential Information and establishing the procedure for its use, at the very least on terms and conditions analogous to the terms and conditions of this Agreement.

The Company undertakes to provide access to the Confidential Information solely to THE COMPANY representatives, as they are defined below, for the purpose of conducting negotiations, contract preparation and taking part in the work under the Contract for the Client, as well as reviewing the quality of procedures, and THE COMPANY professional consultants on confidential terms and conditions analogous to terms and conditions of this Agreement, for the purpose of THE COMPANY getting necessary consultation in connection with the implementation of the Project.

At the same time, “THE COMPANY Representatives” – are THE COMPANY as the Party under this Agreement; all member firms of the network affiliated with THE COMPANY International Cooperative and all controlled by such member firms individuals, including all partners, directors, employees and agents of such member firms and controlled by such individuals, and “THE COMPANY Representative” means any of the mentioned above. THE COMPANY ensures that every THE COMPANY Representative and THE COMPANY professional consultant, having access to the Confidential Information above, is informed about terms and conditions of this Agreement and complied with them.

Further to the request of the Client, The Company within 5 days should submit a report on the access of third parties to the Confidential Information, including the surname of the employee/name of the counterparty, the materials studied thereby, the grounds for the need to study them, the date and time of receipt and return of such materials. The Company is liable for the compliance by said individuals with confidentiality requirements.

#### 6. WHEN THE COMPANY IS ENTITLED TO DISCLOSE CONFIDENTIAL INFORMATION TO THIRD PARTIES

If The Company is required to disclose the Confidential Information in accordance with a court decision or resolution of the state authority, it should notify the Client thereof as soon as possible (other than instances where The Company by law may not provide such notice). The Company shall only have the right to disclose such Confidential Information in the scope required for the performance of this decision or resolution. At the same time, the Confidential Information remains Confidential Information protected in full by this Agreement.

#### 7. HOW LONG THE COMPANY SHOULD ENSURE THE CONFIDENTIALITY OF THE CONFIDENTIAL INFORMATION

The Company should protect the Confidential Information for five years since the Commencement Date of the Provision of the Confidential Information, or (if the Project lasts more than one year) for five years after the completion of the Project. In addition, the Client shall have the right to indicate to The Company in writing any Confidential Information that it deems a trade secret. In this instance The Company undertakes to honor the confidentiality of said Confidential Information for an unlimited term or at the very least for as long as such Confidential Information remains a trade secret.

#### 8. WHAT HAPPENS TO THE CONFIDENTIAL INFORMATION AFTER THE COMPLETION OF THE PROJECT

After the completion of the Project or further to the demand of the Client, The Company undertakes to take all reasonable measures to delete any Confidential Information from its archives (including electronic archives) and to return it to the Client (or to delete it or destroy it with the permission of the Client), with the exception of instances where:

- Confidential Information is required by THE COMPANY for the purpose of disclosures preparation, stipulated by 5 clause of this Agreement; and
- if THE COMPANY comes to an informed decisions that part of Confidential Information will stay at THE COMPANY disposal for the purpose of supporting the delivery of THE COMPANY consulting services, preparation of reports and disclosures by THE COMPANY in connection with the implementation of the Project for the Client;
- Electronic copies, created as a part of regular automatic data backup.

The Company shall have the right to save one copy of each document containing the Confidential Information in its reliably protected archives of legal documents. Where necessary, the Parties undertake to consult each other in good faith in order to approve any suitable alternative procedures.

#### 9. BAN ON ASSOCIATION WITH THE CLIENT

The Company shall have no right without the written consent of the Client to communicate to any third parties (with the exception of instances of information disclosure further to the demand of the authorized representatives in accordance with the effective legislation of the Russian Federation) information that it is (or shall be) the Client's counterparty or otherwise associate itself or its activities with the Client or with the activities of the Client (the organization and staging of the 2018 FIFA World Cup and the FIFA Confederations Cup 2017).

#### 10. WHAT IS THE LIABILITY OF THE SUPPLIER FOR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT

The Company is fully aware that the Client could incur losses as a result of the violation of this Agreement. Consequently, in the event of the disclosure of information related to the Confidential Information, THE COMPANY undertakes liability for any real damage suffered by the Client, and occurred directly by disclosure of Confidential Information on behalf of THE COMPANY in violation of this Agreement, however, the amount of reimbursement will be defined in accordance with the Consulting Services Agreement, in relation to which Confidential Information was provided by the Client. Under no circumstances THE COMPANY shall reimburse the Client against lost profit and consequential damages. In order to receive reimbursement of real damage, suffered by the Client in connection to this Agreement, the Client shall provide THE COMPANY with documents and/or other proof, confirming the presence and amount of real damage.

#### 11. HOW THIS AGREEMENT IS INTERPRETED AND AMENDED

This Agreement is governed by the legislation of the Russian Federation. In addition, the Parties desire that this Agreement be construed based on the fundamental principles of good faith, reasonable performance of commercial activities and the importance of the Confidential

Information. This Agreement represents the entire agreement of the Parties in respect of Confidential Information related to the Project and applies to the affiliates of each of the Parties. If the Client provides Confidential Information belonging to any of its affiliates, subsidiaries or third party, such individuals or legal entities are third parties that have corresponding rights under this Agreement. This Agreement may be amended through the compilation of additional agreements signed by both Parties.

(The Client)

Autonomous Non-Profit Organization

Local Organizing Committee-2018

Legal address: 7, Narodnaya Street, Moscow 115172

Signature: \_\_\_\_\_

Full name

Position:

Date: \_\_\_\_\_ 2016

(The "Company")

Legal address:

Signature: \_\_\_\_\_

Full name:

Position:

Date: \_\_\_\_\_ 2016

**APPENDIX A TO NON-DISCLOSURE AGREEMENT No.**

*Date solely for the statement:* \_\_\_\_\_

The Autonomous Non-Profit Organization Local Organizing Committee-2018 (hereinafter the "Client") and the Company \_\_\_\_\_

\_\_\_\_\_, have approved the description of the Project (this Appendix A to the Non-Disclosure Agreement)

**Description of the Project**

All documents and/or information directly or indirectly related to the performance of the aforementioned project are confidential, including, but not limited to:

- Documentation of Public Tender No. OT/12, including all annexes and clarifications.
- Name of the Client company;
- Statement of Work and characteristics included in the Public Tender Documentation.

Commencement Date of the Provision of the Confidential Information:

\_\_\_\_\_  
(The Client)

Autonomous Non-Profit Organization  
Local Organizing Committee-2018

Legal address: 7, Narodnaya Street, Moscow 115172

Signature: \_\_\_\_\_

Full name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_ 2016

(The "Company")

\_\_\_\_\_  
Legal address: \_\_\_\_\_

Signature: \_\_\_\_\_

Full name: \_\_\_\_\_

Position: Director

Date: \_\_\_\_\_ 2016