

APPROVED
by the Supervisory Board of
CREDIT BANK OF MOSCOW
(Minutes No.27 dated 06.10.2023)

CREDIT BANK OF MOSCOW
(public joint-stock company)
Information Policy
REGULATION

PLZh-9

Version No. 1

Moscow
2023

1. GENERAL PROVISIONS AND DEFINITIONS

1.1. This Information Policy Regulation (the “Information Policy” or “Policy”) is designed and drafted in accordance with Russian laws, CREDIT BANK OF MOSCOW’s (the “Bank”) Charter, Corporate Governance Code and other bylaws.

1.2. The Information Policy is a set of core disclosure principles and procedures intended to ensure the rights of the Bank’s stakeholders to get information necessary for them to make balanced investment and managerial decisions, and also to contribute to the Bank's favourable image through better transparency.

1.3. The Information Policy specifies the list of disclosable information and documents and establishes the disclosure procedures and period.

1.4. Definition of terms used in the Information Policy:

Term / Abbreviation	Meaning
Bank	CREDIT BANK OF MOSCOW
mass media communication	giving mass media, as allowed by the Bank, in various formats (for example, interview, comments etc.), any information related to its financial, business, social and other activities, or otherwise; how and by whom such information can be given to mass media is set out in the External and Mass Media Communication Regulation.
external communications	any public communications made by the Bank’s employees in mass media, social networks, blogs, forums and other Internet platforms. External communications may concern both the Bank’s core activities and any other subjects, including its related companies and other economic factors. The Bank makes external communications by sharing text, audio- and visual messages
internal communications	communication with the Bank’s employees made by its authorised employees through internal information resources and events
business reputation (reputation)	the qualitative and quantitative evaluation given by market participants to the Bank’s business or actions of its shareholders, affiliates, subsidiaries or controlled companies and reflecting their willingness to maintain existing relationships and create new economic and other ties
M&PRD	Marketing and PR Directorate
officers	the Bank's employees who perform organisational, managerial, or administrative duties
Stakeholders	the parties concerned with the Bank’s business: investors, shareholders, employees, clients, partners, mass media, public authorities etc.
protected confidential information or	information containing commercial, banking or official secrets that is not mandatorily disclosable information or is restrictedly disclosable according to laws and that derives actual or potential value from being unavailable to third parties who do not have free access to it on legal grounds
insider information	any precise and specific information which has not been reported (including that constituting commercial, official or banking secrets, communication secrets (as regards postal money transfers), and other legally protected secrets) and which, if reported, may substantially influence the prices of financial instruments, foreign currency and/or commodities (such as information on one or several issuers of emission securities (“issuer(s)”), one or several companies managing investment funds (“fund managers”), mutual funds or private pension funds, or one or several financial instruments, foreign currencies and/or commodities)
comment	a brief information material given by the Bank or its authorised representative upon request from mass media, social network actors and/or as suggested by M&PRD
commercial or official secrets	any information about the Bank that is not generally accessible, if it derives actual or potential commercial value from being unavailable to third parties, if it cannot be freely accessed on legal grounds, and its owner takes measures to protect it. Information that cannot constitute commercial or official secrets is specified by applicable Russian laws
public domain	all external information domain, including all carriers (mass media, social

Term / Abbreviation	Meaning
	networks, Internet, etc.) with any message conveyance means (text, video, audio, graphic and other information)
releasing information	disclosure to general public (public domain) of information on the Bank's affairs or its position on any matter. It may take the form of information materials, statements in public speeches, answers to questions in a private conversation with mass media representatives, messages, images and photographs on the Internet, publication of financials, dissemination of audio-, visual and other materials, etc.
regulatory bodies	The competent authority regulating, controlling and supervising financial markets, and other Russian and foreign entities regulating public companies and operations with financial instruments
mass media	any mass media (print media, radio, TV, web resources, etc.)
financial instrument	a security or a derivative

1.5. Renaming of any subdivisions referred to herein shall not require amending this Policy and they shall retain responsibilities assigned hereby.

2. OBJECTIVES AND GOALS

2.1. The Bank's Information Policy has the following objectives:

- implementing the rights of all the groups of persons who are interested in obtaining information necessary to making managerial and/or investment decisions;
- increasing the Bank's transparency and investment appeal;
- decreasing the Bank's reputational and compliance risks;
- maintaining the Bank's business reputation.

2.2. The Bank's Information Policy has the following main goals:

- defining the main principles of providing all stakeholders with the information on the Bank's affairs;
- establishing and adhering to the unified approach to information disclosure on all the Bank's levels, efficiently coordinating the Bank's external and internal communications;
- ensuring the necessary level of information security and the protection of the Bank's confidential information;
- drawing the management's and/or the employees' closer attention to the requirements, restrictions and procedure of communication;
- setting principles of additional information disclosure in order to increase the Bank's investment appeal through increased transparency.

3. THE MAIN PRINCIPLES OF THE INFORMATION POLICY

3.1. The Information Policy is based upon the following principles:

3.1.1. **Regularity:** The Bank shall, where so provided for by laws, systematically inform all Stakeholders of its activities through all available channels, means and forms of disclosure.

3.1.2. **Operational efficiency:** The Bank shall ensure prompt delivery of information on significant events and facts that can affect the Bank's financial activities and the interests of the relevant parties.

3.1.3. **Neutrality:** The Bank shall not evade the disclosure of negative information on its activities that can affect the stakeholders.

3.1.4. **Completeness:** The Bank shall provide complete information in order to ensure the stakeholders' fullest possible understanding of the Bank's situation and/or specific matters of their concern.

3.1.5. **Availability:** The Bank shall provide the stakeholders with free, easy and cost-efficient access to disclosed information.

3.1.6. **Equality of rights:** The Bank shall guarantee equal rights to information to all stakeholders in accordance with regulations, requirements and restrictions provided for by Russian laws.

3.1.7. **Credibility:** The Bank shall provide the stakeholders with information that is true and ensure the control of disseminated information in order to prevent errors and omissions.

3.1.8. **Balance:** The Bank shall balance transparency and confidentiality to realise all Stakeholders' rights to information (provided that the stakeholders observe the Bank's interests as regards restricting unauthorised persons' access to protected or confidential information and/or information constituting secrets of state and the Bank's commercial, official and bank secrets).

3.1.9. **Openness:** The Bank must be ready to openly communicate with stakeholders in order to clarify its position on given issues and to voluntarily disclose information on its financial and business activities.

3.1.10. **Security of information resources:** The Bank may use lawful means and methods (including disclosure restrictions) to protect information constituting secrets of state, official, commercial or banking secrets, and/or other sensitive information, and to control the use of insider information.

3.2. In compliance with Russian laws, the Bank shall ensure the necessary level of information protection (including disclosure restrictions) regarding secrets of state, official, commercial or banking secrets, and/or other sensitive information.

3.3. The Bank's executive bodies are responsible for the completeness and credibility of disclosed information on the Bank and its activities according to their competencies.

3.4. Information that is subject to disclosure shall be disclosed in the Russian language and may be additionally disclosed in other languages if so required.

4. MEDIA USED IN DISCLOSING INFORMATION

In accordance with the Information Policy the Bank may disseminate information through media such as, but not limited to, the following:

- **written documents**, prepared for the purposes of both internal and external communication, including, but not limited to: press announcements, press releases, brochures, presentations, magazines, news stories, press publications;
- **verbal communication**, including, but not limited to: commentary, interviews, briefings, press conferences, in-house presentations or reports, speaking at various public events;
- **audiovisual media**, including, but not limited to: video clips, corporate films, TV and/or radio appearances and interviews, presentation slides and/or other means of audiovisual presentation used at public conferences, meetings and other in-house and external events;
- **electronic materials**, including, but not limited to: electronic mail, the Internet resources, corporate network resources;
- **publicity materials** in all advertising media.

5. METHODS OF INFORMATION DISCLOSURE

Information subject to disclosure falls into two categories:

- mandatorily disclosable information and disclosure methods are determined by Russian law;
- information subject to voluntary disclosure by all available means.

6. INFORMATION DISCLOSURE

6.1. The Bank shall disclose information under Russian law, Moscow Exchange's Listing Rules and requirements of foreign regulatory bodies.

6.2. Disclosable information consists of:

- the Bank's Charter with all amendments and supplements thereto registered as provided for by Russian laws;
- the Regulation on the Supervisory Board as amended and supplemented;
- the Regulation on the Audit Panel as amended and supplemented;
- the Regulation on the Management Board and Chairman of the Management Board as amended and supplemented;
- the Regulation on the General Shareholders' Meeting as amended and supplemented;
- other bylaws of the Bank governing its management bodies as amended and supplemented;
- the Bank's bylaws setting out its internal audit policy;
- details of the Bank's participation in the deposit insurance system of the Russian Federation;
- electronic copies of all securities market licenses made by scanning;
- the Bank's insider information list;
- information disclosable in the process of the Bank's securities issuances;

- the Bank’s prospectuses;
- the Bank’s emission securities issuer reports (“issuer reports”);
- material fact and insider information announcements as required by Russian laws;
- the Bank’s annual report(s), annual accounting (financial) statements and other kinds of reports and statements required to be disclosed by the Bank by Russian laws;
- information on affiliates as required by Russian laws;
- notice of any shareholder agreement made by the Bank’s shareholders, and notice of any party becoming empowered thereunder to determine how votes are to be cast at its General Shareholders’ Meeting;
- notice of intention to seek a court ruling to reverse a resolution of the Bank’s General Shareholders’ Meeting, get indemnification of its losses, invalidate its transaction or unwind any such invalidated transaction;
- registrar keeping the register of holders of the Bank’s securities;
- information that may materially affect the price of the Bank’s securities;
- information on convening and holding General Shareholders’ Meetings;
- information on qualification and experience of the Bank’s Supervisory Board members, CEO, his deputies, collective executive body members, Chief Accountant and Deputy Chief Accountants, the heads and Chief Accountants of its branches;
- on the Bank acquiring more than 20 percent of voting shares in any other joint-stock company;
- change of the Bank’s disclosure webpage;
- on the expected date of requesting updates to the unified state register of legal entities on the Bank’s reorganisation, winding-up or liquidation;
- other documents and information required to be disclosed by Russian laws.

6.3. The list of disclosable information may vary depending on amendments to Russian laws and regulatory bodies’ rules and requirements, as well as any restrictive measures imposed on the Bank.

6.4. Disclosable documents, materials and information are published on the Bank’s official website, the website of an information agency accredited by the Bank of Russia for statutory disclosures and specified on the Bank’s official website, and as otherwise required by Russian laws, the Bank’s Charter and bylaws.

If such disclosure and/or reporting gives (may give) rise to any restrictive measures against the Bank and/or any other parties, whether or not concerned by any such disclosure and/or reporting, the Bank may elect to narrow the scope and/or extent of, or refrain from, such disclosure and/or reporting. Any such election must be notified to the Bank of Russia in the manner and time required by laws.

6.5. The Bank may disclose (report) voluntarily the following:

- its strategic goals and objectives, market shares, investment projects, equity and borrowed capital, its and its subsidiary and controlled companies’ financial performance and resources, industry data, and information about its products and services;
- additional quarterly reports on the operating results;
- its authorised persons’ commentary upon information duly disclosed previously and upon its operating results;
- its history of development, topical presentations, managers’ speeches and interviews, independent experts’ opinions;
- its corporate governance documents, including without limitation: its Code of Corporate Ethics; Corporate Governance Code; Dividend Policy; Information Policy; Anti-Corruption Policy; Conflict of Interest Prevention Manual; Regulation on the Hotline of the Audit and Risk Committee of the Supervisory Board; S&E, H&S, EE&C Integrated Management System Policy; Sustainable Development Strategy; Human Rights Policy; and Supplier and Contractor Code of Conduct;
- any other information deemed significant by it.

6.6. The Bank may voluntarily disclose its non-financial information, information on its compliance with principles of responsible business conduct, and its sustainable development progress, including:

- non-financial information compliant with the Russian Government’s ordinance No. 876-p dated 05.05.2017 "On Approval of the Public Non-Financial Statements Development Concept and Its Implementation Plan" and other approved regulations;
- S&E, H&S, EE&C approaches and progress;
- its S&E impacts and how it manages them.

6.7. Voluntary disclosures may be initiated by the Bank’s competent subdivision to the following ends:

- improve its reputation and perception;
- mitigate or neutralise negative and/or controversial impact of external and internal factors;

- improve financial indicators,
- improve Stakeholders' awareness in responsible banking and sustainable development;
- establish new business ties;

6.8. Any additional disclosures are subject to resolution of the Bank's governing bodies.

7. PERSONS AUTHORISED TO PROVIDE INFORMATION AND COMMENTS ON BEHALF OF THE BANK

7.1. Any mass media communication by the Bank's employees always requires M&PRD's prior consent.

7.2. The employees authorised to make external communications and the subjects on which they may do so are listed in the External and Mass Media Communication Regulation.

7.3. The Chairman and members of the Supervisory Board may comment on any matters reviewed at their meetings and other matters related to the Bank only after it makes the relevant disclosure, and always subject to prior notification of the Chairman of the Management Board and the head of M&PRD.

7.4. Any person specified in cl. 7.1 or 7.2 hereof who unintentionally discloses any information disclosable in the form of a material fact announcement (or a press release) before such disclosure, must promptly notify M&PRD and/or the Corporate Actions and Financial Market Transactions Support Group of the Corporate Actions and Ongoing Activity Legal Support Unit of the Banking Legal Support Division of the Legal Department for prompt disclosure of the material fact and/or the press release.

7.5. The persons specified in cl. 7.1 and 7.2 and all of the Bank's employees may not disclose information or give comments anonymously, i.e. where the specific disclosing person's identity and authority is unknown, without consultation with M&PRD.

8. GIVING SHAREHOLDERS ACCESS TO INFORMATION

8.1. The Bank commits to observing its shareholders' rights regardless of how many shares each of them holds.

8.2. In order to protect its shareholders' rights and interests, the Bank shall take measures to provide them information on it, such as:

- ensuring timely disclosure as required by Russian laws;
- ensuring that shareholders have unimpeded access to its documents in compliance with the Federal Law "On Joint-Stock Companies", the Bank's Charter and Corporate Governance Code.

8.3. Forms of releasing information to shareholders:

- giving access to the documents listed in the Federal Law "On Joint-Stock Companies" for perusal at the premises of the Bank's executive body and/or by posting them on its official website (if legally disclosable);
- providing shareholders with copies of documents listed in the Federal Law "On Joint-Stock Companies" upon request, in the manner and on the conditions set out by the said law, the Bank's Charter and this Information Policy.

8.4. The Bank shall observe its shareholders and its own rights and lawful interests in providing them with access to the documents listed in the Federal Law "On Joint-Stock Companies", which include:

- 8.4.1. upon request of any shareholder:
 - the Bank's incorporation agreement; the Bank's Charter with amendments and supplements duly registered under Russian law;
 - a document evidencing state registration;
 - resolutions on (additional) securities issues, amendments thereto, issue closing reports/ notices;
 - its governing bodies' bylaws approved by General Shareholders' Meetings;
 - regulations on its branches and representative offices;
 - its annual reports;
 - its annual accounting (financial) statements and auditors' reports thereon
 - appraisers' reports made as required by laws where the Bank buys back shares on a shareholder's demand;
 - documents obtained by it pursuant to chapter XI.1 of the Federal Law "On Joint-Stock Companies" (upon acquisition of more than 30 percent of its shares)
 - minutes of its General Shareholders' Meetings;
 - lists of its affiliates;

- Audit Panel reports;
- its prospectuses, issuer reports and other documents containing information required to be published or disclosed otherwise by applicable laws;
- notices given to the Bank of the making of any shareholder agreements together with lists of the parties thereto;

- any judgments and rulings on disputes relating to the Bank's incorporation, management thereof or participation therein, and related court documents, including arbitration courts' resolutions instituting proceedings and admitting suits or petitions to change their cause of action or subject matter.

8.4.2. upon request of any shareholders holding at least 1% of its voting shares:

- information on transactions (unilateral transactions) constituting major and/or interested party transactions under the Federal Law "On Joint-Stock Companies", in particular their type, subject matter, substance and value, execution date and lifespan, and whether made with prior consent or subsequent approval;

- minutes of Supervisory Board meetings;

- appraisers' reports in respect of the underlying assets of any of the Bank's major and/or interested party transactions within the meaning of the Federal Law "On Joint-Stock Companies".

8.4.3. upon request of any shareholders holding at least 25% of its voting shares:

- minutes of Management Board meetings;

- accounting documents;

8.5. Giving shareholders, other parties exercising rights attached to the Bank's shares, and, in case of any golden share arrangement in favour of the Russian Federation, its constituent entities or municipalities, their representatives ("entitled persons") access to, and copies of, the Bank's documents.

8.5.1. The Bank shall provide its documents for perusal and/or deliver their copies upon an entitled person's written demand compliant with applicable laws and regulations, including regulations of the Bank of Russia (a "Demand").

8.5.2. A Demand must specify:

- 1) the entitled person's surname, name, patronym (if any), for a private individual, or full corporate name (name, if a non-profit organisation) and principal state registration number (other identification number, if a foreign organisation), for a legal entity;

- 2) the entitled person's contact details (mailing address and/or e-mail);

- 3) the list of the Bank's documents to provide specifying their types and reference periods;

- 4) the business purpose for which the documents are requested, in the event described in art. 91, cl. 4 of the Federal Law "On Joint-Stock Companies";

- 5) the form in which to provide access to the documents;

- if in copies, a specific delivery method (personal delivery at the Bank's HQ, by mail (specifying the relevant mailing address(es)), by courier, electronically to the nominee holding the Bank's shares for the entitled person (if the Demand is submitted as set out in paragraph four of cl. 11 of the Bank of Russia's Ordinance No. 5182-U dated 28.06.2019), or as otherwise allowed by the Bank's Charter or other bylaws);

- the number of copies to provide; whether they must be certified (as the entitled person wishes);

- if for perusal, whether the entitled person intends to copy them, and to sign a non-disclosure (confidentiality) agreement on the day of perusal;

- 6) its signing date and be signed by the entitled person;

- 7) further contact details at the entitled person's option; any further specifications of the documents to provide.

8.5.3. A Demand must attach:

- 1) the power of attorney of the entitled person's representative identifying both of them and executed as required by Russian laws or its duly certified copy (where applicable); it shall comply with requirements of art. 57, cl. 1 of the Federal Law "On Joint-Stock Companies" for powers of attorney for voting.

A power of attorney (a duly certified copy thereof) issued by a foreign party in a foreign state in a foreign language must attach a Russian translation certified as provided for by Russian laws. Such power of attorney must be legalised or apostilled, unless otherwise allowed by an applicable international treaty.

- 2) a statement of the entitled person's securities account (a similar document from the foreign nominee or entity authorised by its personal law to record and transfer titles to securities) confirming the number of the Bank's shares held at a date falling no earlier than seven business days before the Demand's date (if the entitled person holds shares through a nominee).

When requesting documents that do not pertain to the current business period of the Bank or are outdated, unless related to any transactions that are being performed in that period, the Demand must attach a statement of the personal account in the register of the Bank's shareholders or the securities account in a

depository (a similar document from the foreign nominee or entity authorised by its personal law to record and transfer titles to securities) confirming the number of the Bank's shares held in the period to which such documents pertain.

Any Demand signed by or for an entitled person whose shares were bought back as provided for by articles 76, 84.7 or 84.8 of the Federal Law "On Joint-Stock Companies" and relating to such buyback must attach a statement confirming the number of shares held as at the date preceding such buyback;

3) a duly certified copy of the trust deed confirming the asset manager's authority to exercise the relevant rights of the shareholder (where applicable).

4) any other documents required by Russian laws.

8.5.4. A Demand may be mailed to the Bank or delivered to its mail room or to its Corporate Secretary at its executive body's registered address: 2 (bldg. 1) Lukov Pereulok, Moscow 107045, Russia, or by any other means allowed by law or by the Bank's Charter.

8.5.5. The Bank must provide the documents listed in a Demand compliant with cl. 8.5.2 and cl. 8.5.3 hereof within 7 (seven) business days of its presentation.

The Bank shall, within 7 (seven) business days of presentation of a Demand non-compliant with cl. 8.5.2 hereof and/or lacking any attachments listed in cl. 8.5.3 hereof, send a letter to its signatory specifying which information and documents are missing.

In this case, the time allowed for provision of documents shall start to lapse upon receipt of complete details required to be stated in a Demand and all requisite attachments.

8.5.6. Any entitled person perusing the Bank's documents may copy them independently, using their own technical devices, if notice of intention so to do is given in the Demand. Any documents provided for perusal and containing confidential information may only be copied independently with the Bank's consent.

8.5.7. If an entitled person requests, in one or more concurrent Demands, copies of numerous documents (more than ten documents and/or more than two hundred pages, unless higher thresholds are set in the Bank's Charter or other bylaws), the provision deadline may be extended by up to 20 (twenty) business days, of which the Bank shall notify the entitled person within 7 (seven) business days of receipt of the Demand(s).

8.5.8 If any documents demanded by an entitled person contain state, banking and/or other legally protected secrets, the Bank shall provide extracts therefrom with relevant omissions and explanations as to what information was omitted and why it is deemed to represent legally protected secrets.

The Bank must black out any personal data other than surnames, names and patronyms in requested documents unless the relevant individuals consented to their disclosure to third parties.

8.5.9. The Bank's charge for provision of copy documents may not exceed the cost to it of making them. Copies of requested documents shall be accompanied by an invoice for the cost of making and, if the entitled person demands their delivery, forwarding them.

8.5.10. The Bank shall notify entitled persons of the time and place of perusal by mail to the addresses stated in Demands or by other means ensuring confirmation of receipt.

8.5.11. The Bank shall keep a record of entitled persons perusing its documents.

8.5.12. The list of information (materials) deliverable to persons entitled to participate in a General Shareholders' Meeting and the terms of access thereto shall be defined as provided for by Russian laws, the Bank's Charter and other bylaws, and by the Supervisory Board's resolution to convene such General Shareholders' Meeting.

8.6. Reasons for rejection of Demands.

8.6.1 The Bank may reject a Demand if at least one of the following conditions apply:

1) the requested document is freely available in the electronic form on the Bank's official website or has been disclosed as provided for by Russian securities laws;

2) the document has already been requested and duly provided within the last three years;

3) the document refers to past periods (more than three years old) unless relating to any outstanding transactions;

4) it states no business purpose where stating it is required by applicable laws or the stated purpose is unreasonable or obviously inconsistent with the scope and nature of requested documents;

5) it comes from a party that is not entitled by applicable laws to access the relevant category of documents;

6) the document refers to any periods other than those for which the entitled persons has provided confirmation of shareholding such as a shareholder register account statement or a securities account statement, unless relating to any transactions outstanding within such confirmed shareholding period.

8.6.2. The Bank's notice of refusal to provide access to and/or make copies of documents must specify the reasons and be mailed to the address stated in the Demand or be delivered personally to the entitled person.

9. PROTECTION OF CONFIDENTIAL INFORMATION

9.1. Information constitutes a commercial or an official secret if it derives actual or potential commercial value from being unknown to third parties, cannot be freely accessed on legal grounds, and reasonable measures are taken to keep it confidential.

9.2. The Bank shall protect any state, commercial and banking secrets and other confidential information as provided for by Russian law and its bylaws.

9.3. Confidential insider information shall be protected in accordance with the Bank's bylaws dealing with confidentiality of insider information.

9.4. Documents listed in cl. 8.4.1 – 8.4.3 hereof containing the Bank's confidential information may be provided after the entitled person or its representative sign with the Bank an agreement as per the annex hereto.

10. COMPLIANCE WITH THE INFORMATION POLICY

10.1. This Policy is binding on all subdivisions and employees of the Bank.

10.2. Those responsible for any violations of Russian laws, rules, regulations or this Information Policy that have caused damage to the Bank and/or its Stakeholders may be held liable in accordance with Russian laws.

10.3. The Information Policy shall be carried out by the Bank's executive bodies. The Supervisory Board shall control compliance with the Information Policy.

11. AMENDMENTS TO THE INFORMATION POLICY

11.1. The Information Policy shall become effective upon its approval by the Supervisory Board.

11.2. The Information Policy shall be revised when amendments are made to Russian laws or the Bank's Charter or if the Supervisory Board decides so.

CONFIDENTIALITY AGREEMENT

Moscow

_____20__

CREDIT BANK OF MOSCOW, hereinafter referred to as the “Bank” or the “Disclosing Party”, represented by _____, acting under _____, as one party, and

_____,
(full name, Shareholder’s representative full name and document empowering him/her)

hereinafter referred to as the “Shareholder”¹ or the “Receiving Party”, represented by _____, acting under _____, as the other party, hereinafter jointly referred to as the “Parties”, have made this Confidentiality Agreement (the “Agreement”) as follows.

DEFINITIONS

The following general definitions and designations are used herein:

“Receiving Party” means the Party who receives Confidential Information from the Disclosing Party on the terms hereof;

“Disclosing Party” means the Party who lawfully possesses Confidential Information and shares it with the Receiving Party on the terms hereof;

“Shareholder” means any legal entity or individual holding shares in the Bank, other parties exercising rights attached thereto, or a representative of the Russian Federation, its constituent entity or municipality if either of them holds a golden share in the Bank;

“Shareholder’s Representative” means a person acting on behalf of the Shareholder based on powers conferred by federal laws or resolutions of competent state or local authorities or a written power of attorney;

“Confidential Information” means any information shared with the Receiving Party in accordance with cl. 1.3 hereof and which the Disclosing Party designates as such, including any documents containing or otherwise reflecting information on the latter, which is not publicly available, including any information bearing special marks (for example, “trade secret”, “confidential”, “for office use”, “not to be disclosed” etc.), and whose confidential nature was notified by the Disclosing Party in a written hardcopy or electronic message / notice preceding, following or accompanying the sharing thereof.

Any documents (their copies) containing any state, banking or other legally protected secrets (other than trade secrets) may only be provided free thereof, with explanations listing such information and reasons for treating it as protected secrets in accordance with cl. 30 of the Bank of Russia’s Ordinance No. 5182-U dated 28.06.2019 “On Further Requirements to Joint-Stock Companies’ Document Provision Procedures under art. 91 of the Federal Law “On Joint-Stock Companies”.

“Personal data” means any information relating to an individual (personal data subject) identified or made thereby identifiable, including his surname, name, patronym, year, month, date and place of birth, address, family / social / property situation, education, profession, income and other information qualified by applicable Russian laws as personal data;

“Processing” means any action (operation) or a combination of actions (operations) performed on personal data, with or without the use of automation tools, including gathering, recording, systematisation, accumulation, storage, adjustment (updating, changing), extraction, use, sharing (diffusion, provision, access), blocking, deletion and destruction of personal data;

“Information carriers” means physical objects displaying Confidential Information as symbols, technical solutions or processes;

¹ If access to Confidential Documents is given to the Shareholder’s attorney, they both must sign the Confidentiality Agreement.

“Disclosure of Confidential Information” means any action or omission of the Receiving Party resulting in Confidential Information becoming, in any form whatsoever (oral, written, by technical means or otherwise), known to third parties without consent of the Disclosing Party;

“Third Parties” means any legal entities or individuals other than the Parties hereto.

1. SCOPE OF THE AGREEMENT

1.1. The Receiving Party undertakes, on the terms hereof, not to disclose any Confidential Information shared with it by the Disclosing Party hereunder, including without limitation not to copy any information or documents containing Confidential Information, not to share any such documents or information with any Third Parties, not to divulge it orally and/or in writing, in particular by releasing and/or publishing it in mass media or the Internet.

1.2. The Receiving Party shall receive Confidential Information for the purpose of exercising its rights as the Bank’s shareholder to access the Bank’s information and documents as provided for by art. 91 of Federal Law No. 208-FZ “On Joint-Stock Companies” dated 26.12.1995.

1.3. Confidential Information shall be shared by the Disclosing Party with the Receiving Party in a way positively identifying it as coming from the former and ensuring that it can be protected against disclosure and its provision by the Disclosing Party and receipt by the Receiving Party can be confirmed.

No Confidential Information in an electronic digital form may be transmitted on electronic carriers and/or via open communication channels (telephone, telegraph, facsimile, Internet).

Confidential Information qualified as such by law shall, when being shared, be protected as required by law and the Bank’s bylaws.

Confidential Information shall be shared only as hardcopy with the Parties signing acceptance certificates specifying the shared information and documents in the form of annex 1 hereto. No Confidential Information may be shared in any other way.

2. UNDERTAKINGS

The Parties acknowledge the importance of the subject matter hereof, and therefore assume the following obligations:

2.1. The Receiving Party shall under no circumstances disclose any Confidential Information to any third parties, nor the fact of receipt thereof, or use it in any activity as a competitive advantage over, and/or to the detriment of, the Disclosing Party.

2.2. The Receiving Party shall use (process) any Confidential Information solely for the purposes specified herein.

2.3. Any personal data included in Confidential Information shall be shared and used (processed) by the Parties in strict compliance with applicable Russian personal data laws.

2.4. The Receiving Party shall treat Confidential Information as prudently to avoid disclosure or misuse as it would treat its own similar Confidential Information of the same importance.

2.5. The Receiving Party undertakes to receive, safeguard and not to disclose Confidential Information, and use it solely for the purposes set out in cl. 1.2 hereof.

2.6. The Receiving Party undertakes not to copy, make extracts from or written summaries of, any Confidential Information shared by the Disclosing Party hereunder.

3. CONFIDENTIAL INFORMATION

3.1. Information shall not be deemed confidential and the Receiving Party shall be under no obligation with respect thereto, if the same:

- is already known to the Receiving Party from public sources; or
- is or becomes public knowledge as a result of an incorrect, negligent or wilful action by the Disclosing Party; or
- has been independently developed by the Receiving Party, unless its developer(s) had access to Confidential Information.

3.2. The Disclosing Party may require, and the Receiving Party, if so required, undertakes to, return or irrecoverably destroy all material carriers of Confidential Information received by the latter hereunder within 5 (five) business days of receipt of such request.

3.3. All documents (on whatever carrier) containing any Confidential Information provided to the Receiving Party must, when no longer needed, be returned to the Disclosing Party within 10 (ten) business days. Such return shall be evidenced by an acceptance certificate signed by the Parties and listing the

documents returned. If the Receiving Party fails to do so, the Bank may require it to pay a fine of 1 (one) million roubles.

4. LIABILITY OF THE PARTIES

4.1. The Receiving Party shall, if it discloses any Confidential Information in breach hereof, pay to the Disclosing Party a RUB 1 (one) million penalty (may be adjusted by written agreement of the Parties depending on the purposes and terms of cooperation).

4.2. In addition to the liability under cl. 4.1 hereof, the Receiving Party shall indemnify the Disclosing Party in full for any documented loss incurred by it due to any action (or omission) by the Receiving Party resulting in disclosure (including any leakage, theft, loss or other unauthorised disclosure) or corruption, falsification, modification, copying, blocking or divulgence of any Confidential Information, as well as any loss incurred by the Disclosing Party due to any breach by the Receiving Party of its obligations hereunder.

4.3. The Receiving Party shall be liable, in particular, for non-wilful disclosure or misuse of Confidential Information, if it has failed to treat it as prudently as it would treat its own Confidential Information or information of similar importance, or, after becoming aware of such non-wilful disclosure, it fails to take steps to mitigate it.

4.4. All Confidential Information transferred by the Disclosing Party to the Receiving Party in whatever form hereunder shall be and remain exclusive property of the Disclosing Party.

5. NOTICES

5.1. Any Confidential Information shall be deemed to have been duly delivered to the Receiving Party, if delivered by the Disclosing Party's contact person to the Shareholder or its representative at:

the Disclosing Party's address: CREDIT BANK OF MOSCOW's office, 2 (bldg. 1) Lukov Pereulok, Moscow 107045.

the Disclosing Party's contact persons: _____;

6. MISCELLANEOUS

6.1. Neither Party shall disclose the existence hereof without prior written consent of the other Party.

6.2. No rights hereunder may be transferred by the Receiving Party to any other persons.

6.3. The relationships arising out of this Agreement shall be governed by Russian law.

7. TERM OF THE AGREEMENT

7.1. This Agreement shall become effective upon signing by the Parties and expire in 5 (five) years thereafter. The Receiving Party's obligation not to disclose any Confidential Information and the provisions setting out liability for breach of confidentiality shall survive indefinitely.

7.2. Each of the Parties may unilaterally terminate this Agreement by at least 30 (thirty) calendar days' written notice to the other Party.

Before the termination date stated in such notice or such other date as may be agreed in writing by the Parties, they must return to each other any Confidential Information received in any forms hereunder or, if so permitted in writing by the Disclosing Party, irrecoverably destroy such Confidential Information and all carriers thereof.

7.3. The Receiving Party shall evidence the destruction of Confidential Information carriers by a certificate, with a copy to be delivered to the Disclosing Party within 5 (five) business days of the destruction or within 5 (five) business days before the expiry hereof, or notify the Disclosing Party in writing within the same period that it cannot do so and why.

7.4. This Agreement shall be deemed terminated on the date specified in the termination notice or agreed by the Parties in the relevant supplement hereto.

8. DISPUTE RESOLUTION

8.1. The Parties shall use their best efforts to settle any disputes by way of presenting a complaint. Any such complaint shall be considered within 10 (ten) business days.

8.2. Any disputes incapable of settlement by way of complaint shall be referred to the State Arbitration Court of Moscow.

9. MISCELLANEOUS

9.1. Any annexes or amendments hereto shall be valid if in writing signed by the both Parties. Any annexes or amendments, if duly executed, shall form an integral part hereof.

9.2. This Agreement constitutes the entire agreement made between the Parties in respect of sharing and protecting Confidential Information. This Agreement supersedes any previously made written or oral agreements or arrangements relating to its subject matter. No invalidity or unenforceability of any provision hereof shall affect the validity or enforceability of any other provisions hereof or this Agreement in general.

9.3. This Agreement is made in two equally valid counterparts, one for each of the Parties.

10. DETAILS AND SIGNATURES OF THE PARTIES**Bank:**

OGRN _____

For and on behalf of the Bank:_____
Seal**Shareholder:**

OGRN _____

Passport details, if individual _____

For and on behalf of the Shareholder:_____
Seal

Beginning of form

CONFIDENTIAL INFORMATION ACCEPTANCE CERTIFICATE

Moscow

_____ 20__

_____, hereinafter referred to as the “Bank” or the “Disclosing Party”, represented by _____, acting under _____, on the one part, and _____, hereinafter referred to as the “Shareholder” or the “Receiving Party”, represented by _____, acting under _____, on the other part, have signed this Confidential Information Acceptance Certificate to Confidentiality Agreement No. _____ dated _____ as follows:

1. The Disclosing Party shares with the Receiving Party the following confidential information as the latter has the right, as the former’s shareholder, to access the former’s information and documents as provided for by art. 91 of Federal Law No. 208-FZ “On Joint-Stock Companies” dated 26.12.1995 (the “Confidential Information”):

Nature of shared information or documents	Document	Pages	Copies	Notes

2. A total of ____ (_____) carriers, of which ____ (_____) originals, have been provided.

3. The Confidential Information may be used by the Receiving Party only for the purposes specified in art. 91 of Federal Law No. 208-FZ “On Joint-Stock Companies” dated 26.12.1995.

4. This Certificate has been executed in two identical equally valid counterparts, one for each of the Parties.

Disclosing Party:

Receiving Party:

End of form

For and on behalf of the Bank:

For and on behalf of the Shareholder:

Seal

Seal