|  |
| --- |
| **CONFIDENTIALITY AGREEMENT** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025 Bishkek, Kyrgyz Republic |
| This Confidentiality Agreement (hereinafter referred to as the Agreement) has been concluded between **Kumtor Gold Company CJSC (hereinafter referred to as KGC)**, represented by Jyrgalbek Ashirkulov, Procurement Manager, acting on the basis of the Power of Attorney dated December 27, 2024, on the one hand, and **Beijing General Research Institute of Mining & Metallurgy Limited Liability Company** **(hereinafter referred to as BGRIMM)**, a legal entity duly incorporated and registered under the laws of the People's Republic of China, located at: Building 23, Zone 18 of ABP, № 188, South 4th Ring Road West, Beijing, 100160, China, represented by Li Yahui, Commercial Director, acting on the basis of the Power of Attorney dated November 3, 2023, on the other hand, hereinafter collectively referred to as the Parties and individually as the Party, for the purposes of this Agreement, depending on the context, the phrases “Disclosing Party” or “Receiving Party” may mean either **KGC** or **BGRIMM**,The Parties, wishing to define for themselves the obligations of non-disclosure of confidential information, hereby has agreed as follows: |
| * 1. **SUBJECT OF THE AGREEMENT**
	2. The purpose of this Agreement shall be to protect confidential information and/or information constituting commercial and other secrets of the Disclosing Party, transferred by the Disclosing Party to the Receiving Party and defined in this Agreement, (hereinafter referred to as the Confidential Information) in any interaction between the Receiving Party and the Disclosing Party in relation to the following purpose (project) - Organization of further cooperation between the Parties in the field of development of projects in the mining and metallurgical industry (hereinafter referred to as the Purpose).
 |
| * 1. Confidential Information shall mean any information, including information constituting commercial and other secrets of the Disclosing Party, and data received by the Receiving Party and its Representatives (as defined in clause 2.2. of the Agreement) from the Disclosing Party, or made known to the Receiving Party and its Representatives during interaction with the Disclosing Party, in written, visual, electronic, or verbal form, in electronic and tangible media, including, but not limited to, in the form of documents and source data, and includes the following:
* any information relating to the activities of the Disclosing Party, including any production, technical, geological, technological, business, economic, financial and organizational data and indicators, both actual, planned or targeted, information about processes and formulas, plans and strategies, confidential third party information, copies, samples, models, techniques, formulas, methods, processes, apparatus, know-how, ideas and other similar knowledge disclosed by the Disclosing Party to the Receiving Party and its Representatives.
* any information regarding suppliers of goods, works and services of the Disclosing Party (including the name of suppliers, subject matter of the relationship, contract value, information on amounts paid, etc.).
* any information and data received by the Receiving Party and its Representatives from executives, managers, and other employees of the Disclosing Party.
* any information and data obtained or made known to the Receiving Party and its Representatives during discussions, meetings, appointments, visits, events held by the Disclosing Party and in which the Receiving Party and its Representatives participate or is present.
* other information of potential value disclosed by the Disclosing Party to the Receiving Party and its Representatives marked as “Confidential” or “Trade Secret”.

The Disclosing Party shall, in each case, independently determine the Confidential Information to be disclosed to the Receiving Party and its Representatives. |
| * 1. Disclosure or transfer of the Confidential Information by the Receiving Party to third parties shall mean any intentional or unintentional familiarization by the Receiving Party and/or its Representatives of any third parties, whether legal entities or individuals, with information constituting the Confidential Information in any form, including written, verbal, electronic, other forms, including using technical means, familiarization with originals or copies of documents or their extracts, including summaries, and/or transfer to third parties, or other use of the Confidential Information or any part thereof in violation of the terms of this Agreement.
	2. Any information transferred by the Disclosing Party or its employees to the Receiving Party or its Representatives or made known to the Receiving Party or its Representatives during the term of this Agreement, shall be and remain the property of the Disclosing Party.
 |
| * 1. Granting access to the Confidential Information shall not imply or mean a transfer or consent to transfer by the Disclosing Party any license, other proprietary or non-property rights in relation to the Confidential Information.
 |
| * 1. The Receiving Party shall request and receive the Confidential Information solely for the Purpose and on a “need to know” basis.
 |
| 1. **OBLIGATIONS OF THE PARTIES**
	1. The Receiving Party shall maintain confidentiality at all times and, without prior written consent of the Disclosing Party, shall not communicate or disclose to any third party any Confidential Information, whether in whole or in part, provided by the Disclosing Party to the Receiving Party and its Representatives or made known to the Receiving Party and its Representatives during interaction with the Disclosing Party, or use it for purposes contrary to the purposes of this Agreement, for which the Receiving Party shall distribute it among its Representatives only to the extent necessary for the performance of their duties and take sufficient measures to ensure the security and non-disclosure of the Confidential Information, including against unauthorized access to it, and ensure its integrity. The Receiving Party shall be fully responsible to the Disclosing Party for compliance with its obligations under this Agreement, including for the actions/inaction of its Representatives.
	2. The Receiving Party shall exclude access to the Confidential Information to third parties without the consent of the Disclosing Party and protect the Confidential Information from disclosure to third parties by treating it as if it were its own information of similar importance, but in no event with less than a reasonable degree of care. Third parties shall not include: directors, officials and employees of the Receiving Party who have a need, based on principles of good faith, to know the Confidential Information in connection with the fulfilment of the Purpose and who have been notified of this Agreement (hereinafter referred to as the Representatives), and who, in order to fulfil their duties, receive the Confidential Information within the scope of their official competence, subject to appropriate confidentiality, on terms and conditions similar to those provided for in this Agreement.

The Receiving Party shall inform its Representatives accessing the Confidential Information of the existence of this Agreement and ensure that they comply with the conditions of confidentiality and non-disclosure of the Confidential Information. If Representatives of the Receiving Party disclose the Confidential Information to third parties, the Receiving Party shall be responsible for their actions.Subject to the terms of this Agreement, the Receiving Party shall immediately notify the Disclosing Party of any communication, disclosure or threatened disclosure, receipt or use of the Confidential Information by the Receiving Party, its Representatives, or made known to the Receiving Party in violation of the terms of this Agreement.* 1. The Receiving Party shall, upon discovery of facts or suspicion of disclosure of the Confidential Information, notify the Disclosing Party as soon as possible, but no later than two days, and immediately take all possible measures to prevent any further disclosure. In the event of unauthorized access to the Confidential Information, the Receiving Party shall cooperate with the Disclosing Party, provide, after written agreement with the Disclosing Party, any notices and information about such unauthorized access to the relevant law enforcement and government regulatory authorities.
	2. If the Disclosing Party reasonably suspects a violation of this Agreement by the Receiving Party or its Representatives, the Disclosing Party shall have the right to conduct an audit/verification on its own or by appointing an independent third party that shall maintain confidentiality in this regard. Any such audit shall be conducted during the normal business hours of the Receiving Party and permitted only to the extent required by the Disclosing Party to assess the Receiving Party's compliance with this Agreement.
	3. The Receiving Party shall, upon discovery of facts indicating awareness of the Confidential Information by third parties, even if such awareness is not the result of a violation of this Agreement by the Receiving Party and its Representatives, notify the Disclosing Party of such facts as soon as possible, but no later than two days from the date of discovery.
	4. The Receiving Party shall not use the Confidential Information for any benefit or for any purpose contrary to this Agreement.
	5. Neither Party shall disclose the existence of the Agreement without the prior written consent of the other Party, unless such facts or information must be submitted to authorized governmental, law enforcement or judicial authorities as required by law. If the Receiving Party or its Representatives are required by law to disclose any Confidential Information to governmental authorities or foreign governmental authorities or other authorities authorized by law to require disclosure of the Confidential Information, the Receiving Party shall immediately notify the Disclosing Party in writing of this fact. However, if proper notice is given to the Disclosing Party, the Receiving Party disclosing the Confidential Information pursuant to this clause shall not be deemed to have violated its obligation not to disclose the Confidential Information. In the event of such disclosure, the Receiving Party shall use its best endeavors to ensure the confidentiality of the Confidential Information disclosed.
	6. Upon expiration of this Agreement, upon written request of the Disclosing Party, or at any time upon its request, the Receiving Party shall return to the Disclosing Party within 10 days all Confidential Information and all copies, written or otherwise, in the possession or custody of the Receiving Party/Representatives, or destroy it, as well as warrant and ensure that any third party/ Representatives to whom it has disclosed the Confidential Information in accordance with the provisions of this Agreement do the same. For the avoidance of misinterpretation, the Parties hereby shall agree that the return or destruction by the Receiving Party of the documented Confidential Information shall not release the Receiving Party of its obligations under this Agreement.
	7. The Receiving Party shall confirm and warrant that it has developed, implemented and will maintain effective information security policies and procedures that include administrative, technical and physical security measures designed to (i) secure the Confidential Information provided by the Disclosing Party under this Agreement, (ii) protect against anticipated threats or threats to the security or integrity of such Confidential Information, (iii) protect against unauthorized access to or use of such Confidential Information, and (iv) ensure proper disposal of the Confidential Information. All personnel handling such Confidential Information have been properly trained to implement that party's information security policies and procedures. The Receiving Party shall warrant that it regularly reviews and revises its information security policies and procedures to ensure their continued effectiveness and determine whether adjustments are required in light of current circumstances, including but not limited to changes in technology, client information systems, or threats or hazards to the Confidential Information.
	8. Upon receipt of an electronic form of the Confidential Information, the Receiving Party shall maintain network security at all times, which at a minimum includes network firewall configuration, intrusion detection and regular (at least once a year) third party network vulnerability assessments. Similarly, the Receiving shall agree to maintain network security in accordance with generally accepted industry standards and best practices.
	9. The parties shall comply with the personal data protection laws.
 |
| 1. **LIABILITY OF THE PARTIES**
	1. For violation and/or non-compliance by the Receiving Party, including its Representatives, with the terms of this Agreement, the Receiving Party shall pay the Disclosing Party a fine in the amount and time limits specified by the Disclosing Party. The Receiving Party shall also compensate the Disclosing Party for direct damages related to the disclosure or improper use of the Confidential Information, violation of the terms of the Agreement, in full. In addition, the Parties shall understand and agree that monetary damages will not be an adequate remedy for any violation of this Agreement by the Receiving Party and that the Disclosing Party shall have the right to seek judicial relief, including court order and enforcement in kind, as a remedy for any such violation. Such remedies shall not be considered exclusive remedies for violations of this Agreement by the Receiving Party but shall be applied in addition to all other remedies available to the Disclosing Party by law.
 |
| 1. **DISPUTE RESOLUTION. APPLICABLE LAW**
	1. All disputes and disagreements that may arise between the Parties during the execution of this Agreement, shall be resolved by the Parties through negotiations.
	2. If the Parties fail to reach an agreement during negotiations, the disputes shall be resolved in the International Arbitration Court under the Chamber of Commerce and Industry of the Kyrgyz Republic Bishkek) in accordance with the rules of this court by one arbitrator, in verbal form, in Russian language, and in accordance with the laws of the Kyrgyz Republic. The decision of the International Arbitration Court shall be final and binding on both Parties.
	3. This Agreement shall be governed by and construed in accordance with the laws of the Kyrgyz Republic.
 |
| 1. **OTHER PROVISIONS**
	1. The Agreement shall enter into force from the date of its signing by the Parties and remain in force for 5 (five) years, unless otherwise agreed by the Parties.
	2. Each Party shall have the right to unilaterally withdraw from this Agreement by giving notice to the other Party at least thirty (30) days prior to the expected termination date. Obligations to ensure confidentiality of the Confidential Information shall be valid for 3 (three) years from the date of early termination of the Agreement.
	3. The Agreement shall be deemed terminated from the date specified in the notification of the Party that initiated the early termination of the Agreement or from the date agreed by the Parties in the relevant supplementary agreement.
	4. Neither Party to the Agreement shall have the right to inform any third party of the contents and terms of the Agreement without the written authorization of the other Party.
	5. Each Party shall warrant that the signatory of this Agreement is a person authorized to conclude this Agreement by the constituent documents.
	6. All supplements and amendments to this Agreement shall have legal force only if they have been fixed by the Parties in writing and signed by officially authorized representatives of the Parties.
	7. All notices, including actual and/or registered address change notice, shall be sent in writing within five days by registered mail to the address of the other Party specified in this Agreement.
	8. If one or more provisions of the Agreement are or become invalid, this shall not be a reason for terminating the other provisions.
	9. Neither Party may transfer or otherwise assign, in whole or in part, its rights and obligations under this Agreement without the prior written consent of the other Party. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any other person any legal or equal rights, benefits, or remedies of any nature whatsoever under or pursuant to this Agreement.
	10. For the avoidance of misinterpretation, nothing in this Agreement shall constitute an obligation of the Disclosing Party to disclose any Confidential Information or an obligation to enter any transaction, including, but not limited to, transactions related to mutual business cooperation.
	11. This Agreement may be signed in any number of separate copies and by the Parties on separate copies, each of which when signed and delivered by a Party shall be an original, and all such copies shall collectively constitute one and the same document.
	12. Expenses: Each Party will bear its own expenses associated with the negotiation, preparation and implementation of this Agreement and any documents referred to in or related to this Agreement.
	13. No partnership or agency relationship: This Agreement shall not be construed to create any partnership or agency relationship between any of the Parties.
	14. To ensure effective fulfilment of obligations and interaction under this Agreement, the Parties shall appoint one permanent contact persons and specify his/her contact details:

On behalf of**KGC**: /*Gulnur Shirdakova,* *Gulnur.Shirdakova@kumtor.kg* *+996 555 266 285.* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.On behalf of **BGRIMM**: /*Full names, contact details:* liyahui@bgrimm.com.cn, chenyingkang@bgrimm.com.cn, qiushaohua@bgrimm.com.cn*, contact phone.*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_*(Names and phone numbers of representatives shall be included).** 1. The Parties have agreed that the exchange of information by email shall be legally valid.
 |
| 1. **DETAILS AND SIGNATURES OF THE PARTIES**
 |
| **Kumtor Gold Company CJSC**Address: 24 Ibraimov str., Bishkek, 720031, Kyrgyz RepublicTIN 01602199310079Phone: 996(312)90-08-08, 90-07-07 Fax: 996(312)59-15-26E-mail: Kumtor.Info@kumtor.kgJ. Ashirkulov \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Procurement Manager | **Beijing General Research Institute of Mining & Metallurgy Limited Liability Company**Address: Building 23, Zone 18 of ABP, № 188, South 4th Ring Road West, Beijing, 100160, China.TIN 91110102101151422HPhone: +86 10-6329-9936 Fax: +86 10-6329-9346E-mail:Li Yahui \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Commercial DirectorStamp |
|  |