

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement ("**Agreement**") dated and effected as of the 03.03.2023 is made between NAME, and LLC Petroleum Energy No. 7203391144 ("**Company**") with Company Registration No. 7203391144 and having its address at Russian Federation Tyumenskaya oblast Yamskaya 87a street.

The Parties to this Agreement wish to explore a possible business opportunity of mutual interest and advance a potential business relationship between them with certain information that is either confidential, proprietary or otherwise not generally available to the public in connection with existing Agreement for services provided by the Parties ("**Relationship**"). This Agreement allows the Parties to discuss and evaluate the Relationship while protecting each party's confidential information against unauthorized use and/or disclosure. Each of the Parties possesses certain proprietary and confidential information with respect to itself that may include, but not be limited to, financial, technical, marketing, related-party, product, customer, supplier, development, operational, and systems information ("**Confidential Information**"). Each of Goama and the Company ("**Disclosing Party**") wishes to disclose Confidential Information to the other Party ("**Receiving Party**"). Disclosing Party and Receiving Party shall be individually referred to as a "**Party**" and collectively, the "**Parties**".

Confidential Information. This shall mean any information disclosed by the Disclosing Party and / or any of its Affiliates or Representatives, on or after the date hereof, directly or indirectly whether in written, oral, visual, graphic, machine-readable or other form, including, but not limited to:

- i. all financial, tax, commercial, legal, procedural, technical, operational, management, business and other information, data and know-how relating to the Disclosing Party, or, more generally to its organization or policies (whether legal, financial, strategic, commercial or other), that the Disclosing Party supplies to the Receiving Party during and/or after the execution of this Agreement, whether or not marked as "Confidential";
- ii. all analyses, reports, compilations, forecasts, studies, summaries, notes, memoranda, data and other documents and materials prepared by or for a party, which contains, refers to, is based on, incorporates, is generated from or simply results from, in whole or in part, any such information described above;
- iii. information related to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, games, projects, contents, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services or customers;
- iv. the fact that the parties have expressed a possible interest in the Relationship, or the Parties have conducted or are currently conducting discussions or negotiations in connection with the Relationship and any of the terms, conditions, facts or documents (including this Agreement) relating to any such possible Relationship.
- v. any materials, information, processes, plans, and procedures treated by the Disclosing Party as, and deemed under applicable law to be trade secrets.

Affiliates. Affiliates shall mean with respect to either party, any entity that directly or indirectly controls, is controlled by or is under common control with that party.

Representatives. shall mean each party's partners, members, directors, officers, employees, representatives, service providers, successors and assignees, third party agents, counsels and advisors (whether legal, financial or otherwise), and those of its Affiliates.

Non-disclosure of Confidential Information. The Parties agree not to use any Confidential Information of the other Party for any purpose other than to carry out discussions concerning, and the undertaking of the Relationship in connection to this instant Agreement. Neither party shall disclose or permit disclosure of any Confidential Information of the other party to any third parties. The Receiving Party shall disclose the Confidential Information to its Affiliates or Representatives who: (i) are required to have the information in order to carry out the discussions concerning, and the undertaking of, the Relationship; and (ii) are subject to non-disclosure obligations similar in content to the provisions of this Agreement prior to their receipt of Confidential Information. Each party agrees that it shall take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement. Such measures shall include, but not be limited to, the highest degree of care that the Receiving Party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care.

Exception of Disclosure. Notwithstanding anything stated above, the Receiving Party shall have no liability to the Disclosing Party with regard to any Confidential Information of the Disclosing Party which the receiving party can prove:

- i. was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party;
- ii. was known to the Receiving Party, without restriction, at the time of disclosure, as evidenced by written records of the Receiving Party;
- iii. is disclosed with the prior written approval of the Disclosing Party;
- iv. was independently developed by the Receiving Party without any use of the Confidential Information as evidenced by written records of the Receiving Party;
- v. is disclosed generally to third parties by the Disclosing Party without restrictions similar to those contained in this Agreement;
- vi. becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party, without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party's rights; or
- vii. is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Receiving Party shall provide the Disclosing Party with prompt notice of such court order or requirement to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. Receiving Party shall also provide only that specific portion or those specific portions that is required to be disclosed and fully co-operate with the Disclosing Party in any reasonable attempt that it may make to obtain an order or other reliable assurance that confidential treatment will be accorded to said portion(s) of the Confidential Information.

Return of Information and Announcements. At the request of the Disclosing Party, the Recipient shall promptly:

- i. destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information;
- ii. erase all the Disclosing Party's Confidential Information from its computer systems; and

No Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction.

Reservation of Rights and Acknowledgement. The Disclosing Party reserves all rights in its Confidential Information. No rights in respect of the Disclosing Party's Confidential Information are granted to the Receiving Party and no obligations are imposed on the Disclosing Party, other than those expressly stated in this Agreement.

Remedies. Each party acknowledges that the unauthorized use or disclosure of the disclosing party's Confidential Information could cause the disclosing party irreparable harm, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party shall have the right to seek immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights and remedies it may have at law or otherwise.

Term. The obligations under this Agreement apply to Confidential Information disclosed within the three (3) years period commencing on the Effective Date. The Receiving Party's obligations of confidentiality under this Agreement shall terminate five (5) years from receipt of the Confidential Information and with respect to Trade Secrets, for as long as such Confidential Information is considered a trade secret under the applicable law.

Notice of Unauthorized Use. Each Party agrees to immediately notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the Disclosing Party which may come to the Receiving Party's attention.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of Singapore. Both parties hereby irrevocably and unconditionally consents to all disputes, controversies, or differences which may arise between the Parties, out of or in relation to or in connection with this Agreement, or for the breach thereof, shall be finally settled by arbitration in Singapore at the Singapore International Arbitration Centre ("SIAC"), in accordance with the Rules of the SIAC which shall be conducted before an arbitrator appointed by the mutual agreement of the Parties, or failing such agreement, by the President of the SIAC. The award rendered by the arbitrators shall be final and binding upon both Parties.

Miscellaneous. Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information. Neither Disclosing Party nor any of the Representatives or Affiliates thereof, shall be subject to any liability resulting from the use of the Confidential Information by Receiving Party.

Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations concerning the subject matter hereof. Any and all other written or oral agreements existing between the parties concerning the subject matter hereof are expressly canceled.

IN WITNESS WHEREOF the Parties hereto have entered into this Agreement on the day and year first above written.

LLC Petroleum Energy No. 7203391144
(Customer)

Authorized Signatory:

Name: Veshkurtsev Anton Andreevich
Designation: CEO

Witnessed by:

Name:
Designation:

Name

Authorized Signatory:

Name:
Designation:

Witnessed by: