

**SAMPLE OF CONFIDENTIALITY AGREEMENT BETWEEN NLMK
AND A PRIVATE SHAREHOLDER**

CONFIDENTIALITY AGREEMENT

Lipetsk

“ ___ ” _____ 20__

Novolipetsk Steel, a public joint-stock company, registered under the laws of the Russian Federation (OGRN 1024800823123) at: 2, Metallurgov sq., Lipetsk, Russia, represented by the corporate secretary Valery A. Loskutov, acting on the basis of power of attorney No. ___ dd. “ ___ ” _____ 20__ , and _____ - shareholder¹ of Novolipetsk Steel (hereinafter jointly referred to as “the Parties” and each individually - “NLMK” and “Shareholder”), concluded this confidentiality agreement (“Agreement”) for the following:

This Agreement establishes conditions for provision of the Confidential and insider information² to a Shareholder, including Shareholder’s obligations on non-disclosure of such information and restricted use thereof.

Shareholder for the purpose of exercising its rights for receiving information on NLMK as per the procedure of art. 91 of the RF Federal Law “On Joint Stock Companies”, upon obtaining of access to Confidential and insider information, in the framework of this Agreement, shall accept the conditions related to restricted use and disclosure of such information and undertake to:

- not provide or disclose Confidential and insider information to any third parties, either individuals (including affiliates and/or relatives: a spouse, parents, children, full-blood and half-blood brothers and sisters, adoptive parents and adoptees) or a legal entity, using or able to use it for the purposes which result or may result in its disclosure or any other misuse or illegal use prohibited by the applicable law and/or by provisions of this Agreement, including the use of such information for the purpose of obtaining personal material benefit or facilitating procurement of material benefit by any other person, whether this person is its affiliate or not;
- not use or reproduce Confidential and insider information, as well as not refer to it for any purposes not related to my exercising of rights as a shareholder of NLMK;
- not disclose Confidential and insider information without NLMK’s written consent or until NLMK itself officially discloses/publishes such Confidential and insider information;
- provide for storage of Confidential and insider information eliminating any possibility of its loss or any unauthorized access to it by any person;
- to immediately notify NLMK about all known cases of Shareholder’s losing documents and any other information media containing Confidential and insider information, and any other events which may result in disclosure of Confidential information;
- in case of receiving a justified demand for the provision of Confidential Information from any government agency or any other state authority, local authority, within the competence and authority vested in these bodies by the effective legislation of the Russian Federation, as well as any other demand for provision of Confidential and insider information, immediately advise NLMK of this in writing;

The present Agreement shall not be construed as a document providing a Shareholder with any license rights or any other rights in connection with Confidential and insider information and its further use.

All Confidential and insider information received by a Shareholder shall remain property of NLMK unless otherwise agreed in writing in a separate arrangement signed between a Shareholder and NLMK.

The requirements specified in the present Agreement shall not prevent NLMK from the disclosure of any Confidential and insider information to their financial, legal or other advisers and/or third parties operating in the interests of NLMK, which need to know such Confidential and insider information and which concluded a relevant confidentiality agreement in writing before sharing information.

Violation of this Agreement terms entails responsibility pursuant to effective legislation of the Russian Federation.

Should such disclosure (leakage) of Confidential and insider information as a result of the failure to discharge or improper discharge of liabilities hereunder by the Shareholder be revealed, the Shareholder shall reimburse all losses caused by the disclosure (leakage) of Confidential and insider information to NLMK, in line with the current RF legislation.

The present Agreement shall take effect from the date of its signing³ by the Parties and shall remain in force indefinitely or until NLMK notifies the Shareholder of its termination.

Any claims and disputes arising out of or in connection with the present Agreement, or related to the present Agreement, or legal relations established by the present Agreement, shall be filed to a competent court at NLMK's place of registration.

Beginning from the date of signing, the present Agreement shall represent an obligation in respect of the subject covered by it, and when signed, it shall not supersede but supplement any previous agreements, arrangements, documents, protocols, etc., concluded in oral and/or in written form between a Shareholder and NLMK, related to the subject of the present Agreement.

Details and Signatories of the Parties:

Novolipetsk Steel
Location: 2, Metallurgov sq., Lipetsk.
OGRN 1024800823123

Shareholder _____

Passport: _____

Issued " ____ " _____

_____ V. Loskutov

_____ Shareholder's full name

¹A shareholder under this Agreement shall mean a shareholder entitled to receive information as per the procedure in art. 91 of the RF Federal Law "On Joint Stock Companies", or a representative thereof.

²For the purpose of this Agreement the term "**Confidential and insider information**" means all or part of information of any kind in any form including written, documentary, electronic, graphic or digital, as well as oral information, along with all archive records or copies of this information or extracts from such information on any carriers. Confidential and insider information includes any **information** given/submitted by NLMK and/or its Representatives to NLMK's Shareholder with respect to his/her functioning as NLMK's Shareholder (including, but not limited to, the information pertaining to business and commercial operations of NLMK, any financial data, business plans, business operations, technical and scientific information, know how, research and development information, market possibilities, analytical calculations, and any other data, material information on NLMK's business, shares and other NLMK's securities and transactions therewith, which is not made public and disclosure of which can have a significant impact on market value of NLMK's shares and other securities), which is recognized by NLMK as confidential and/or insider in accordance with its internal local documents and/or which has actual or potential commercial value because of its non-public nature, at the time of its transfer has the marking identifying its confidentiality or is declared confidential and/or insider by NLMK. Moreover, confidential and insider information shall include all the information obtained by way of extracting, processing, summarizing or analytical calculations from the Confidential and insider information.

³A shareholder shall be obliged to sign the Agreement in person in the presence of NLMK's authorized representative or to notarize authenticity of its signature.

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AND A CORPORATE SHAREHOLDER**

CONFIDENTIALITY AGREEMENT

Lipetsk "____" _____ 20__

Novolipetsk Steel, a public joint-stock company, registered under the laws of the Russian Federation (OGRN 1024800823123) at: 2, Metallurgov sq., Lipetsk, Russia, represented by the corporate secretary Valery A. Loskutov, acting on the basis of power of attorney No. __ dd. "____" _____ 20__ , and

_____, registered according to the Russian legislation (OGRN _____)
at: Russia, _____, represented by _____, acting on the basis of _____ - shareholder¹ of Novolipetsk Steel (hereinafter jointly referred to as "the Parties" and each individually - "NLMK" and "Shareholder"), concluded this confidentiality agreement ("Agreement") for the following:

This Agreement establishes conditions for provision of the Confidential and insider information² to a Shareholder, including Shareholder's obligations on non-disclosure of such information and restricted use thereof.

Shareholder for the purpose of exercising its rights for receiving information on NLMK as per the procedure of art. 91 of the RF Federal Law "On Joint Stock Companies", upon obtaining of access to Confidential and insider information, in the framework of this Agreement, shall accept the conditions related to restricted use and disclosure of such information and undertake to:

- not provide or disclose Confidential and insider information to any third parties, either individuals (including affiliates and/or relatives: a spouse, parents, children, full-blood and half-blood brothers and sisters, adoptive parents and adoptees) or a legal entity, using or able to use it for the purposes which result or may result in its disclosure or any other misuse or illegal use prohibited by the applicable law and/or by provisions of this Agreement, including the use of such information for the purpose of obtaining personal material benefit or facilitating procurement of material benefit by any other person, whether this person is its affiliate or not;
- not use or reproduce Confidential and insider information, as well as not refer to it for any purposes not related to my exercising of rights as a shareholder of NLMK;
- not disclose Confidential and insider information without NLMK's written consent or until NLMK itself officially discloses/publishes such Confidential and insider information;
- provide for storage of Confidential and insider information eliminating any possibility of its loss or any unauthorized access to it by any person;
- to immediately notify NLMK about all known cases of Shareholder's losing documents and any other information media containing Confidential and insider information, and any other events which may result in disclosure of Confidential information;
- in case of receiving a justified demand for the provision of Confidential Information from any government agency or any other state authority, local authority, within the competence and authority vested in these bodies by the effective legislation of the Russian Federation, as well as any other demand for provision of Confidential and insider information, immediately advise NLMK of this in writing;

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The requirements specified in the present Agreement shall not prevent NLMK from the disclosure of any Confidential and insider information to their financial, legal or other advisers and/or third parties operating in the interests of NLMK, which need to know such Confidential and insider information and which concluded a relevant confidentiality agreement in writing before sharing information.

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Beginning from the date of signing, the present Agreement shall represent an obligation in respect of the subject covered by it, and when signed, it shall not supersede but supplement any previous agreements, arrangements, documents, protocols, etc., concluded in oral and/or in written form between a Shareholder and NLMK, related to the subject of the present Agreement.

Details and Signatories of the Parties:

Novolipetsk Steel

Location: 2, Metallurgov sq., Lipetsk

OGRN 1024800823123

Location: _____

OGRN

_____ V. Loskutov

¹A shareholder under this Agreement shall mean a shareholder entitled to receive information as per the procedure in art. 91 of the RF Federal Law "On Joint Stock Companies", or a representative thereof.

²For the purpose of this Agreement the term "**Confidential and insider information**" means all or part of information of any kind in any form including written, documentary, electronic, graphic or digital, as well as oral information, along with all archive records or copies of this information or extracts from such information on any carriers. Confidential and insider information includes any **information** given/submitted by NLMK and/or its Representatives to NLMK's Shareholder with respect to his/her functioning as NLMK's Shareholder (including, but not limited to, the information pertaining to business and commercial operations of NLMK, any financial data, business plans, business operations, technical and scientific information, know how, research and development information, market possibilities, analytical calculations, and any other data, material information on NLMK's business, shares and other NLMK's securities and transactions therewith, which is not made public and disclosure of which can have a significant impact on market value of NLMK's shares and other securities), which is recognized by NLMK as confidential and/or insider in accordance with its internal local documents and/or which has actual or potential commercial value because of its non-public nature, at the time of its transfer has the marking identifying its confidentiality or is declared confidential and/or insider by NLMK. Moreover, confidential and insider information shall include all the information obtained by way of extracting, processing, summarizing or analytical calculations from the Confidential and insider information.