

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
AT LOUISVILLE**

PHOENIX PROCESS EQUIPMENT CO.  
PLAINTIFF

v.

CAPITAL EQUIPMENT & TRADING CORPORATION, ET. AL.      CIVIL ACTION NO. 3:16-CV-00024-JHM-DW

**DECLARATION OF SERGEY S. SOKOLOV**

**I. INTRODUCTION**

I, Sergey S. Sokolov, hereby declare as follows:

1. I am the managing director of OOO Marks & Sokolov law firm, which is organized under the laws of the Russian Federation, and I am a duly qualified jurist, having the right, according to Russian law, to practice law in Russia. OOO Marks & Sokolov serves as the Moscow office for Marks & Sokolov, LLC.

2. I am over the age of eighteen and competent to testify.

3. I am fluent in both Russian and English.

4. At the request of counsel for Defendants Capital Equipment & Trading Corporation (“CE&T Corp.”), Coralina Engineering, LLC (“Coralina”), and Alexander Chudnovets (“Chudnovets”) (CE&T Corp., Coralina, and Chudnovets are referred to together as “Defendants” and individually as “Defendant”), I have prepared this declaration pertaining to Plaintiff Phoenix Process Equipment Co.’s (“Phoenix” or “Plaintiff”) Interrogatories, Requests for Production of Documents, and Requests for Admission propounded separately on each Defendant in *Phoenix Process Equipment Co. v. Capital Equipment & Trading Corporation, et al.*, Civil Action No. 3:16-CV-00024-RGJ-RSE, United States District Court

for the Western District of Kentucky / (the “Lawsuit”) and in connection with Defendant’s Response to Phoenix’s Motion to Compel Discovery in the Lawsuit.

## **II. QUALIFICATIONS**

5. I graduated *summa cum laude* from Law School of St. Petersburg State University in 1993. I also received a bachelor’s degree from the School of Economics at St. Petersburg State University. I have over 25 years of experience in legal practice. I prepared expert opinions on Russian law to be used in courts of the United States for the following cases: *Belikov v. Huhs* heard in the Superior Court of the State of Washington; 4-MC-31 (LAP) 14-MC-57 (LAP) In re the application of Natalia Potanina for an Order to Take Discovery Pursuant to 28 U.S.C. § 1782(a) in the United States District Court of the Southern District of New York; 16-13534(MKV) In re Foreign Industrial Bank Ltd. in the United States Bankruptcy Court of the Southern District of New York; and 18-10870(SCC) In re Natalia Pirogova in the United States Bankruptcy Court of the Southern District of New York.

## **III. DOCUMENTS REVIEWED**

6. I have reviewed the following documents that were provided to me by counsel for Defendants:

- a Proposed Second Amended Complaint of Phoenix Process Equipment Co. filed June 22, 2018 [Document 110-2];
- b Defendant Alexander Chudnovets’ Universal Objections to Plaintiff Phoenix Process Equipment Co.’s Amended First Set of Interrogatories, Requests for Production of Documents and Requests for Admissions to Defendant Alexander Chudnovets, and Defendant Alexander Chudnovets’ Objections and Responses to Plaintiff Phoenix Process Equipment Co.’s Amended First Set of Interrogatories to Defendant Alexander Chudnovets dated March 16, 2018;

- c Defendant Coralina Engineering, LLC's Universal Objections to Plaintiff Phoenix Process Equipment Co.'s Third Amended First Set of Interrogatories, Requests for Production of Documents, and Requests for Admissions, and Coralina Engineering, LLC's Answers and Responses to Plaintiff Phoenix Process Equipment Co.'s Third Amended First Set of Interrogatories to Coralina Engineering, LLC dated April 16, 2018;
- d Limited Liability Company Electrogorsky Metallichesky Zavod's ("Elemet") Response dated April 23, 2018 to Coralina's Disclosure Request;
- e Elemet's Response dated April 24, 2018 to Coralina's Disclosure Request;
- f Extract from Russian Registry of Legal Entities with regard to Elemet LLC dated September 7, 2018;
- g Regulations on Confidentiality of Coralina Engineering LLC;
- h Non-Disclosure Agreement between Elemet LLC and Coralina Engineering LLC dated June 2, 2008 (the "Nondisclosure Agreement");
- i Extract containing confidentiality clause from a copy of Coralina's sales contract.

#### IV. QUESTIONS PRESENTED

7. I was asked to provide my opinion based on applicable Russian laws on the following questions:

- A. Are Coralina, a limited liability company organized under the laws of the Russian Federation, and/or Chudnovets, a citizen and resident of the Russian Federation, at risk of potential liability or legal consequences in Russia for producing records or disclosing information relating to commercial transactions and negotiations with Elemet, a limited liability company organized under the laws of the Russian Federation, in light of the Nondisclosure Agreement that Coralina and Elemet entered in the ordinary course of business years before the Lawsuit was filed?
- B. What restrictions do the laws of the Russian Federation, including but not limited to Federal law dated 29.07.2004 No. 98-FZ (with the amendments and additions on February 2 and December 18, 2006 and July 24, 2007 and as amended by Federal law dated 12.03.2014 No. 35-FZ) "On commercial secret" (hereinafter referred to as "the Commercial Secret Law"), place on Coralina and/or Chudnovets from producing records or disclosing information relating to commercial transactions and negotiations that Elemet and/or other third parties may deem commercial secrets?
- C. Are Coralina and/or Chudnovets at risk of potential liability or legal consequences under the laws of the Russian Federation, including but not limited to Russian Federation's Federal Law No. 152-FZ on Personal Data 2006, Russian Federation's Federal Law No. 149-FZ on Information, Information Technologies, and Data Protection 2006, and Order of Ministry of Culture of Russian Federation No. 558 of August 25, 2010 (the "Personal

Data Protection Laws”) to the extent their answers to Phoenix’s requests would result in disclosing personal data of Russian citizens?

## **V. SUMMARY OF OPINIONS AND CONCLUSIONS**

8. If Coralina produces records or discloses information comprising of confidential information or commercial secrets of Elemet and/or other third parties without consent of Elemet and/or such other third parties, it may face civil law liability to Elemet and/or such other third parties under its Nondisclosure Agreement with Elemet and/or respective non-disclosure provisions in agreement(s) with such other third parties and under Article 15 of the Civil Code. If Chudnovets produces records or discloses information comprising confidential information or commercial secret of Elemet and/or other third parties without consent of Elemet and/or such other third parties, he may face civil law liability under Article 15 of the Civil Code and may face criminal liability (including risk of imprisonment) under Parts 2 and 3 of Article 183 of the Criminal Code.

9. The applicable Law on Commercial Secret does not permit disclosure of a commercial secret by a person who has been provided with such secret without consent of the holder of the commercial secret. In the absence of such consent by Elemet and/or other third parties, holders of commercial secret, Coralina and Chudnovets may lawfully disclose such information only at the request of Russian courts, Russian investigating authorities and Russian pretrial investigation authorities regarding cases handled by them, or by the procedure and on the grounds as stipulated under the legislation of the Russian Federation (the Law on Commercial Secret, Article 6, Part 3).

10. To the extent answering certain of Phoenix’s discovery requests could result in Coralina disclosing personal data of Russian citizens, Coralina may face civil law liability for compensation of moral harm and damages if it discloses such information without the consent of the Russian citizen. To the extent answering Phoenix’s requests could result in Chudnovets

disclosing personal data of Russian citizens, Chudnovets may face civil law liability for compensation of moral harm and damages, and criminal liability (including risk of imprisonment) under Parts 1 and 2 of Article 137 of the Criminal Code if he discloses such information without the consent of the Russian citizen.

## **VI. BACKGROUND ON RUSSIAN LEGAL SYSTEM**

11. Russia is a civil law country. The principal sources of law are the Russian Constitution, codes and laws adopted by the legislature, decrees of the president and regulations issued by the government and governmental agencies. Resolutions issued by the Russian Supreme Court are binding for commercial (arbitrazh) courts and courts of general jurisdiction and resolutions issued by the Russian Constitutional Court are binding for all the courts.

12. The Russian Civil Code<sup>1</sup> is the main source of civil law for the Russian Federation setting forth basic legal principles of the civil law and liability that may be incurred by individuals and legal entities. Apart from the civil liability a legal entity in Russia can be subject to administrative liability under the Code of Administrative Offences<sup>2</sup>, and individuals, e.g. officers of a legal entity, may be subject to criminal liability in accordance with the Criminal Code of the Russian Federation<sup>3</sup>.

13. The Russian Federal laws supplement the Civil Code and regulate particular spheres of economic activity. The Federal laws may also be supplemented by decrees and directives to further clarify certain issues within a particular sphere of activity.

14. The major provisions on data protection and commercial secrets in Russia can be found in the Russian Constitution and Federal laws. The Russian Constitution establishes

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<sup>1</sup> The Civil Code of the Russian Federation (part 1 dated November 30, 1994 No 51-FZ; part 2 dated January 26, 1996 No 14-FZ; part 3 dated November 26, 2001 No 146-FZ; part 4 dated December 18, 2006 No 230-FZ, as amended).

<sup>2</sup> The Code of Administrative Offences of the Russian Federation dated December 30, 2001 No 195-FZ, as amended.

<sup>3</sup> The Criminal Code of the Russian Federation dated June 13, 1996 No 63-FZ, as amended.

the right to privacy of each individual. Articles 23 and 24 of the Constitution of the Russian Federation, attached hereto as Exhibit 1. along with the true and accurate translation into English. More specifically the matters of privacy are regulated by the Federal Law No. 152-FZ on Personal Data 2006, the Federal Law of 27.07.2006 N. 149-FZ “On information, information technologies and protection of information” and as regards secrecy in economic relations – by the Federal Law of 29.07.2004 N. 98-FZ “On commercial secret.” True and accurate English translations of the respective provisions of these laws are attached hereto as Exhibits identified below. Some data protection provisions may be contained in other laws which implement the provisions of the said laws within specific areas of business activity.

## **VII. DISCUSSION**

15. Coralina and Chudnovets are at risk of potential liability (and, possibly, other detrimental legal consequences) in Russia if they produce records or disclose information comprising confidential information or commercial secret of Elemet and/or other third parties. If Coralina produces records or discloses information comprising confidential information or commercial secret of Elemet and/or other third parties, it may be brought to civil law liability for breach of its Nondisclosure Agreement with Elemet and/or a nondisclosure agreement with such other third parties and for damages under Article 15 of the Civil Code, attached hereto as Exhibit 6, for disclosing Elemet’s or the third parties’ information without their consent or without request from a Russian competent authority. If Chudnovets produces records or discloses other information comprising commercial secret of Elemet or other third parties, he may be brought to civil law liability under Article 15 of the Civil Code and may be brought to criminal liability (the sanction may even amount to imprisonment) under Parts 2 and 3 of Article 183 of the Criminal Code, attached hereto as Exhibit 5. This is based on the following analysis of international and Russian law, and the Nondisclosure Agreement

between Coralina and Elemet, and an extract containing confidentiality clause from a copy of Coralina's sales contract, attached hereto as Exhibit 2.

16. Coralina, (referred to as "the Receiving party" or "Coralina") and Elemet (referred to as "the Disclosing party" or "Elemet") concluded the Nondisclosure Agreement on June 02, 2008. I have reviewed the Nondisclosure Agreement and represent that it states the following:

- A. According to Section 1.1. of the Nondisclosure Agreement, confidential information shall include but not limited to any information related to business of the Disclosing party, applied thereby technologies, operations, contracts, value of assets and products of the Disclosing party, and its financial accounting; content of negotiations and the Nondisclosure Agreement, as well as the fact of conducting negotiations between the Parties.
- B. Pursuant to the p. 4.4. of the Nondisclosure Agreement, Coralina shall disclose the confidential information at request of the governmental bodies or local self-governing authorities of the Russian Federation with due notice to Elemet when all available domestic remedies to keep such information confidential have been exhausted.
- C. In accordance with the p. 4.6. of the Nondisclosure Agreement, Coralina may disclose the Confidential information to any other person (including but not limited to professional advisors, agents and representatives of the Coralina, subsidiaries associated or affiliated with Coralina, as well as auditors of Coralina and persons with any kind of ownership interest in capital of Coralina) only with prior written consent of the Disclosing party and subject to



execution of similar to the Nondisclosure Agreement nondisclosure agreements with regards to information of Elemet.

D. According to the p. 5.4. of the Nondisclosure Agreement, in case Coralina violates its obligations under the Nondisclosure Agreement, Coralina shall indemnify Elemet for all the damages caused by such violation. Damages shall be reimbursed on top of the penalties. Coralina shall be obliged to pay Elemet a penalty in the amount of 3,000,000 Rubles for every proven fact of unauthorized disclosure of the Confidential information.

17. Pursuant to the Federal Law of 29.07.2004 N. 98-FZ “On commercial secret” (hereinafter the “Law on Commercial Secret”):

- (i) information comprising a commercial secret means information of any character (production, technical, economic, organizational, etc.), including that on the results of intellectual activity in the scientific and technical area, as well as information on the methods for the performance of professional activity of an actual or a potential commercial value because it is unknown to the third persons, with respect to which third persons have no free access on lawful grounds and with respect to which the possessor of such information has introduced the regime of commercial secrets (Article 3, Part 2, attached hereto as Exhibit 3);
- (ii) holder of information constituting a commercial secret means a person who is in possession of information constituting a commercial secret and who restricted access to such information and instituted in respect of such information a regime of commercial secrecy (Article 3, Part 4, attached hereto as Exhibit 3);
- (iii) the holder of the information constituting a commercial secret is entitled to authorize or deny access to the information constituting a commercial secret and to determine procedure and conditions of access to such information; demand that legal entities, physical persons that have obtained access to information constituting a commercial secret, governmental authorities and other state bodies, local government bodies that have been provided with information constituting a commercial secret, comply with their obligations to keep it confidential (Article 6.1, Part 2, Sections 3 and 4, attached hereto as Exhibit 3);
- (iv) the holder of information constituting a commercial secret shall, upon a motivated request of a governmental authority, other state

Exhibit A

body, local government body, furnish them on an uncompensated basis with information constituting a commercial secret. The motivated request shall be signed by a duly authorized official, contain a statement of purpose and legal grounds for requested information constituting a commercial secret and also time limits for supply of such information, unless otherwise is provided under federal laws (Article 6, Part 1, attached hereto as Exhibit 3);

- (v) upon refusal of the holder of information constituting a commercial secret to furnish it to a governmental authority, other state body, local government body, such bodies shall have the right to ask for that information via a court (Article 6, Part 2, attached hereto as Exhibit 3);
- (i) the holder of information constituting a commercial secret and also a governmental authority, other state body, local government body that acquired such information shall, under Part 1 of this Article, be obligated to furnish such information at the request of courts, investigating authorities, pretrial investigation authorities regarding cases handled by them, by the procedure and on the grounds as stipulated under the legislation of the Russian Federation (Article 6, Part 3, attached hereto as Exhibit 3);
- (ii) violation of the Law on Commercial Secret entails disciplinary, civil, administrative and criminal liability in accordance with the legislation of the Russian Federation (Article 15, attached hereto as Exhibit 3).

18. Pursuant to the Federal Law of 27.07.2006 N. 149-FZ “On information, information technologies and protection of information” (hereinafter the “Law on Information, Information Technologies and Protection of Information”):

- (i) information is data (reports, records) notwithstanding the form in which they are presented (Article 2, Part 1, attached hereto as Exhibit 4);
- (ii) holder of information, unless otherwise is provided by federal laws, is entitled to permit or restrict access to information, determine procedure and terms of such access; transfer information to other parties under an agreement or other lawful basis; protect its rights by lawful means in case of unlawful obtaining of or unlawful use of information by third parties (Article 6, Part 3, Sections 1, 3 and 4, attached hereto as Exhibit 4);
- (iii) violation of requirements of the Law on Information, Information Technologies and Protection of Information entails disciplinary,

civil, administrative and criminal liability in accordance with the legislation of the Russian Federation.

19. According to the Criminal Code of the Russian Federation:

- (i) Illegal disclosure or use of data comprising a commercial secret, tax or bank secret without consent of its holder by a person who has been provided with such secret or who learned it due to its position or work entails penalty in the amount of up to 1 million Rubles<sup>4</sup> or in the amount of salary or other income of the convicted person for the period of up to two years with deprivation of right to hold specific positions or deprivation of right to perform certain activities for the term of up to three years, or correctional labor for the period of up to two years, or compulsory labor for the period of up to three years, or imprisonment for the same term (Article 183, Part 2, attached hereto as Exhibit 5);
- (ii) The same acts that inflicted large-scale damage or were committed for the reasons of lucrative interest entail penalty in the amount of up to 1.5 million Rubles<sup>5</sup> or in the amount of salary or other income of the convicted person for the period of up to three years with deprivation of right to hold specific positions or deprivation of right to perform certain activities for the term of up to three years, or compulsory labor for the period of up to five years, or imprisonment for the same term (Article 183, Part 3, attached hereto as Exhibit 5).

20. Under Article 15 “Compensation of Damages” of the Civil Code, attached hereto as Exhibit 6:

(i) The person, whose right has been violated, shall be entitled to demand the full recovery of the damages inflicted upon him, unless the recovery of damages in a smaller amount has been stipulated by the law or by the agreement (Section 1);

(ii) The damages shall include the expenses, which the person, whose right has been violated, made or will have to make to restore the violated right, the loss or the damage done to his property (the compensatory damage), and also the unreceived profits, which this person would have derived under the ordinary conditions of the civil turnover, if his right were not violated (the missed profit) (Section 2).

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<sup>4</sup> Approximately 14.3 thousand US Dollars at the official exchange rate of the Central Bank of Russia as of September 10, 2018

<sup>5</sup> Approximately 21.5 thousand US Dollars at the official exchange rate of the Central Bank of Russia as of September 10, 2018

21. It has been represented to me that Coralina has asked Elemenet to permit Coralina to disclose information subject to the Nondisclosure Agreement in discovery in the Lawsuit, and that Elemenet has refused to permit this disclosure. It is my understanding that no consent or permission has been granted, and it has been represented to me that no consent or permission has been granted, by Elemenet, or any other third party, to Coralina and/or Chudnovets for Coralina and/or Chudnovets to disclose in discovery in this Lawsuit any part of the information of Elemenet, or the other third parties, considered to be confidential information and/or commercial secret.

22. It is my understanding that there have been no requests, and it has been represented to me that there have been no requests, from Russian competent authorities addressed to Coralina and/or Chudnovets requesting, demanding, or requiring them to disclose information requested by Phoenix under the interrogatories and requests for production to Coralina and/or Chudnovets in the Lawsuit.

23. The US and Russia are parties to the Hague 1970 Convention on the Taking of Evidence Abroad in Civil or Commercial Matters<sup>6</sup> (“Convention”), attached hereto as Exhibit 7. According to the article 1 of the Convention in civil or commercial matters a judicial authority of a Contracting State may, in accordance with the provisions of the law of that State, request the competent authority of another Contracting State, by means of a Letter of Request to a Central Authority appointed by the Contracting State, to obtain evidence, or to perform some other judicial act. The Russian Federation acceded to the Convention pursuant to the Federal Law No. 11-FZ of 12.02.2001 “On Accession of the Russian Federation to the Convention on the Taking of Evidence Abroad in Civil or Commercial Matters”, attached hereto as Exhibit 8. When acceding to the Convention the Russian Federation did not appoint

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<sup>6</sup> Convention on the Taking of Evidence Abroad in Civil or Commercial Matters concluded March 18, 1970

a Central Authority. Due to this fact all inquiries and commissions of foreign courts, including discovery requests in connection with lawsuits in federal courts within the United States, are delivered for execution to the territory of the Russian Federation through the diplomatic channels to the Ministry of Foreign Affairs of the Russian Federation. The Ministry of Foreign Affairs of the Russian Federation forwards such requests and commissions to the Ministry of Justice of the Russian Federation, which in turn forwards such inquiries and commissions through its Main Directorates (Directorates) in the regions of the Russian Federation for execution by the competent Russian court.

24. Under Article 39 of the Convention, the accession to the Convention will have effect only as regards the relations between the Acceding State and such Contracting States, which declare their acceptance of the accession by the Acceding State. As of the date of this declaration, the US has not declared acceptance of the accession to the Hague Evidence Convention by Russian Federation. It will not be possible for a Russian court *itself* to seek evidence by means of the Hague Evidence Convention from other countries which did not declare their acceptance of the accession by the Russian Federation (such as US or Dubai/UAE). Moreover, as noted above, because the Russian Federation has not appointed a Central Authority to handle outgoing and incoming requests for evidence. According to the information published at the official website of the Hague Conference on Private International Law – an international organization engaged in elaboration of the Convention ([www.hcch.net](http://www.hcch.net)) – the USA did not declare its consent to accession of the Russian Federation to the Convention. Therefore, the said Convention did not come into force as regards the relations between the Russian Federation and the USA, and consequently has no effect between the USA and the Russian Federation. There are no other bilateral or multilateral international agreements between the Russian Federation and the USA envisioning legal assistance in the form of requesting information or establishing proceedings for civil or

commercial matters. Herewith, there is still a possibility for the American court to send such a request for legal assistance based on principle of reciprocity (through the diplomatic channels). In such a case a request for legal assistance sent by a foreign court shall be considered by the competent Russian court by virtue of national, i.e. Russian, laws.

25. Coralina is a legal entity organized under the laws of the Russian Federation. Thus, it is required to adhere to and abide by the laws, codes, and regulations of the Russian Federation, including without limitation the Civil Code, the Law on Commercial Secret, the Law on Information, Information Technologies and Protection of Information. Likewise, it has been represented to me that Chudnovets is a citizen and resident of the Russian Federation and therefore, he is required to adhere to and abide by the laws, codes, and regulations of the Russian Federation, including without limitation the Civil Code, the Law on Commercial Secret, the Law on Information, Information Technologies and Protection of Information. If Coralina or Chudnovets discloses a commercial secret or confidential information of a third party, including Elemet, without being entitled, authorized, or obligated to so do in accordance with legislation of the Russian Federation, it would be a breach of the Law on Commercial Secret, liable under Article 15 of the Civil Code, attached hereto as Exhibit 6, and also a breach of the Nondisclosure Agreement if Coralina or Chudnovets discloses information subject to the Nondisclosure Agreement without Elemet's consent (or information subject to respective nondisclosure provisions in an agreement with other third party without consent of such a third party).

26. Interrogatory Number 7 to Coralina demands disclosure of the Equipment sold within the Territory and purchasers of such Equipment. To the extent answering Interrogatory Number 7 comprises confidential information of Elemet and/or other third parties without consent of Elemet (and/or such other third party), Coralina would violate the provisions of the Nondisclosure Agreement (and/or respective confidentiality provisions in an agreement(s)

with other third party) because Coralina will need to disclose facts about conducting negotiations with Elemet and information related to the business of Elemet (and/or respective third party). It would also put Coralina at risk of violating, and becoming liable under, the Law on Commercial Secret for information considered commercial secrets.

27. Request for Production No. 3 to Coralina demands, inter alia, disclosure of contracts, email communication and other documents evidencing the business relationship between Coralina and any other Defendant. To the extent answering Request for Production No. 3 would require Coralina to disclose the fact of conducting negotiations with Elemet, contracts with Elemet and information related to the business of Elemet, it would violate the provisions of the Nondisclosure Agreement. It would also put Coralina at risk of violating, and becoming liable under, the Law on Commercial Secret for information considered commercial secrets.

28. Request for Production No. 4 to Coralina demands, inter alia, disclosure of contracts, communications purchase orders, invoices, receipts and other documents evidencing the sale or purchase of the Equipment by Coralina within the Territory. To the extent Request for Production No. 4 would require Coralina to disclose contracts with Elemet, value of products and information related to the business of Elemet and/or of other third parties, Coralina would violate the provisions of the Nondisclosure Agreement (and/or respective confidentiality provisions in an agreement(s) with other third party). It would also put Coralina at risk of violating, and becoming liable under, the Law on Commercial Secret for information considered commercial secrets by Elemet and the other third parties that Coralina performs business with in the Territory.

29. Request for Production No. 14 to Coralina demands disclosure of communication between Coralina and any and all Defendants and/or their representatives. To the extent answering Request for Production No. 14 would require Coralina to disclose

information related to business of Elemet, the fact of conducting negotiations with and content of its negotiations with Elemet, Coralina would violate the provisions of the Nondisclosure Agreement. It would also put Coralina at risk of violating, and becoming liable under, the Law on Commercial Secret for information considered commercial secrets.

30. Therefore, if Coralina produces records or discloses information comprising confidential information or commercial of Elemet and/or other third parties without consent of Elemet and/or such other third parties, it may face civil law liability to Elemet and/or such other third parties under its Nondisclosure Agreement with Elemet and/or respective confidentiality provisions in agreement(s) with such other third parties and under Article 15 of the Civil Code, attached hereto as Exhibit 6.

31. It has been represented to me that Chudnovets is a citizen of the Russian Federation and resident of Moscow. Thus, he is required to adhere to and abide by the laws, codes, and regulations of the Russian Federation, including without limitation the Civil Code, the Criminal Code, the Law on Commercial Secret, the Law on Information, Information Technologies and Protection of Information. Therefore, if Chudnovets produces records or discloses information comprising confidential information or commercial secret of Elemet and/or other third parties without consent of Elemet and/or such other third parties, he may face civil law liability under Article 15 of the Civil Code, attached hereto as Exhibit 6, and may face criminal liability (including risk of imprisonment) under Parts 2 and 3 of Article 183 of the Criminal Code, attached hereto as Exhibit 5.

32. Request for Production No. 3 to Chudnovets demands disclosure of documents, such as contracts, assignments, transfers of ownership, sales of stock, email communication, or any other documents that evidence any type of business or financial relationship or partnership between Chudnovets or Capital Equipment and Technology Corporation, and any other Defendant in this lawsuit. Request for Production No. 5 to Chudnovets demands



disclosure of any communication, including email communication, between Chudnovets and any other Defendant in this lawsuit or its representative or employee regarding the purchase or sale of Equipment within the Territory as defined by the Distributor Agreements at issue.

33. To the extent producing the requested documents and answering the other requested information by Phoenix would result in providing information that is Elemet's commercial secret, Chudnovets may be brought to civil law liability under Article 15 of the Civil Code, attached hereto as Exhibit 6, for damages and to criminal liability (the sanction may even amount to imprisonment) under Parts 2 and 3 of Article 183 of the Criminal Code, attached hereto as Exhibit 5. Even if the requested documents and other requested information do not include information that is Elemet's commercial secret, but only include information that is confidential in accordance to the Nondisclosure Agreement entered into between Coralina and Elemet, and Chudnovets discloses this information, he may be brought to civil law liability under Article 15 of the Civil Code, attached hereto as Exhibit 6, for damages because this information has become known to him as a Chief Executive Officer and owner of Coralina and thus is required to follow the terms of the Nondisclosure Agreement.

34. Apart from liability for unlawful disclosure of confidential information and/or commercial secret of Elemet and any other third parties, Coralina and Chudnovets are at risk of potential liability under Russian law if their answers to Phoenix's requests would result in disclosing personal data of Russian citizens. This is based on the following analysis.

35. According to the Russian Federal Law No. 152-FZ dated July 27, 2006 "On Personal Data" (as amended on December 31, 2017) (hereinafter the "Personal Data Law"):

- (i) This Federal Law is aimed at ensuring protection of the rights and freedoms of a person and a citizen in the course of processing of his personal data including protection of the rights to inviolability of private life, personal and family secret (Article 2, attached hereto as Exhibit 9);

(ii) personal data means any information pertaining to a particular or identifiable person (the personal data subject) (Article 3, Part 1, attached hereto as Exhibit 9);

(iii) operator means a state body, a municipal body, a legal entity, or an individual, solely or jointly with others organizing and (or) carrying out personal data processing as well as determining the purposes of personal data processing, the content of the personal data subject for processing, actions (operations) performed with the personal data (Article 3, Part 2, attached hereto as Exhibit 9);

(iv) personal data processing means any actions (operations) or a set of actions (operations) performed with the help of automatic means or without the use of such means, with personal data including personal data gathering, recording, systematizing, accumulation, storage, refinement (updating, changing), extraction, use, transmission (distribution, provision, access), depersonalization, blocking, deletion, destruction (Article 3, Part 3, attached hereto as Exhibit 9);

(v) personal data provision – actions aimed at disclosure of personal data to a certain person or set of persons (Article 3, Part 6, attached hereto as Exhibit 9);

(vi) personal data processing may be performed upon consent of the personal data subject for the processing of his personal data<sup>7</sup> (Article 6, Part 1, Section 1, attached hereto as Exhibit 9);

(vii) The operators and other persons which gained access to personal data shall not disclose it to third parties and shall not distribute it without the consent of the personal data subject unless otherwise provided for by a federal law (Article 7, attached hereto as Exhibit 9);

(viii) The persons guilty of breach of the requirements of this Federal Law, shall be liable in accordance with the laws of the Russian Federation (Article 24, Part 1, attached hereto as Exhibit 9);

(ix) Moral harm inflicted to the subject of personal data as a result of violation of her rights, violation of rules for processing personal data established by this Federal law, shall be reimbursed in accordance with legislation of the Russian Federation. Compensation of moral harm shall be performed independently of reimbursement of property damage and damages incurred by the subject of personal data (Article 24, Part 1, attached hereto as Exhibit 9).

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<sup>7</sup> Personal data processing may be performed upon certain other grounds provided for in Article 6 of the Personal Data Law (e.g. in case of participation of the person whose personal data is being processed in court proceedings) – see Article 6 of the Personal Data Law.

36. According to the Criminal Code of the Russian Federation:

(i) Illegal collection or spreading of information about the private life of a person which constitutes his personal or family secrets, without his consent, or the distribution of this information in a public speech, in a publicly performed work, or in the mass media, shall be punishable by a fine in the amount up to 200 thousand rubles, or in the amount of the salary, or any other income of the convicted person for a period up to 18 months, or by compulsory works for a term up to 360 hours, or by corrective labor for a term of up to one year, or by compulsory labor for a term of up to two years with or without deprivation of the right to occupy specified offices or engage in specified activities for a term of three years or by arrest for up to four months, or by imprisonment for up to two years with deprivation of the right to occupy specified offices or engage in specified activities for a term of up to three years (Article 137, Part 1, attached hereto as Exhibit 5);

(ii) The same deeds committed by a person through his official position shall be punishable by a fine in the amount from 100 to 300 thousand rubles, or in the amount of the salary, or any other income of the convicted person for a period from one to two years, or by deprivation of the right to occupy specified offices or engage in specified activities for a term of two to five years, or by compulsory works for a term of up to four years with or without deprivation of the right to occupy specified offices or engage in specified activities for a term of up to five years, or by arrest for up to six months, or by imprisonment for up to four years with deprivation of the right to occupy specified offices or engage in specified activities for a term of up to five years (Article 137, Part 2, attached hereto as Exhibit 5).

37. To the extent answering Phoenix's requests would require Coralina to disclose personal data of Russian citizens, Coralina may be brought to civil law liability for compensation of moral harm and damages. To the extent answering Phoenix's requests would require Chudnovets to disclose personal data of Russian citizens, Chudnovets may be brought to civil law liability for compensation of moral harm and damages and to criminal liability.

## **VII. CONCLUSIONS**

38. If Coralina produces records or discloses information comprising confidential information or commercial secret of Elemet and/or other third parties without consent of Elemet and/or such other third parties, it may face civil law liability to Elemet and/or such

other third parties under its Nondisclosure Agreement with Elemet and/or respective non-disclosure provisions in agreement(s) with such other third parties and under Article 15 of the Civil Code. If Chudnovets produces records or discloses information comprising confidential information or commercial secret of Elemet and/or other third parties without consent of Elemet and/or such other third parties, he may face civil law liability under Article 15 of the Civil Code and may face criminal liability (including risk of imprisonment) under Parts 2 and 3 of Article 183 of the Criminal Code, attached hereto as Exhibit 5.

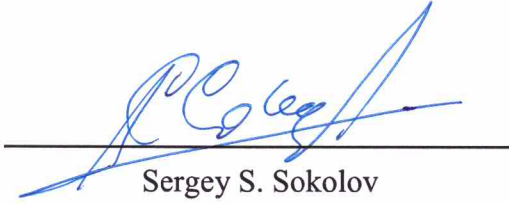
39. The applicable Law on Commercial Secret does not permit disclosure of a commercial secret by a person who has been provided with such secret without consent of the holder of the commercial secret. In the absence of such consent by Elemet and/or other third parties, the holders of commercial secret, Coralina and Chudnovets may lawfully disclose such information only at the request of Russian courts, Russian investigating authorities and Russian pretrial investigation authorities regarding cases handled by them, or by the procedure and on the grounds as stipulated under the legislation of the Russian Federation (the Law on Commercial Secret, Article 6, Part 3, attached hereto as Exhibit 3).

40. To the extent answering certain of Phoenix's discovery requests could result in Coralina disclosing personal data of Russian citizens, Coralina may face civil law liability for compensation of moral harm and damages if it discloses such information without the consent of the Russian citizen. To the extent answering Phoenix's requests could result in Chudnovets disclosing personal data of Russian citizens, Chudnovets may face civil law liability for compensation of moral harm and damages, and criminal liability (including risk of imprisonment) under Parts 1 and 2 of Article 137 of the Criminal Code, attached hereto as Exhibit 5, if he discloses such information without the consent of the Russian citizen.

I executed this declaration outside the United States. I declare under penalty for perjury under the laws of the United States of America that the foregoing is true and correct.

Moscow, Russia

September 17, 2018.



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Sergey S. Sokolov

Exhibit A

# **EXHIBIT 1**

**Гл. 2, Конституция Российской Федерации**

(принята всенародным голосованием 12.12.1993) (с учетом поправок, внесенных Законами РФ о поправках к Конституции РФ от 30.12.2008 N 6-ФКЗ, от 30.12.2008 N 7-ФКЗ, от 05.02.2014 N 2-ФКЗ, от 21.07.2014 N 11-ФКЗ)

**Статья 23**

1. Каждый имеет право на неприкосновенность частной жизни, личную и семейную тайну, защиту своей чести и доброго имени.
2. Каждый имеет право на тайну переписки, телефонных переговоров, почтовых, телеграфных и иных сообщений. Ограничение этого права допускается только на основании судебного решения.

**Статья 24**

1. Сбор, хранение, использование и распространение информации о частной жизни лица без его согласия не допускаются.
2. Органы государственной власти и органы местного самоуправления, их должностные лица обязаны обеспечить каждому возможность ознакомления с документами и материалами, непосредственно затрагивающими его права и свободы, если иное не предусмотрено законом.

**Chapter 2, The Constitution of the Russian Federation**

(adopted by nation-wide vote on December 12, 1993) (as amended by the Laws of the RF on amending the RF Constitution dated December 30, 2008 No 6-FKZ, December 30, 2008 No 7-FKZ, February 5, 2014 No 2-FKZ, July 21, 2014 No 11-FKZ)

**Article 23**

1. Everyone shall have the right to the inviolability of private life, personal and family secrets, the protection of honor and good name.
2. Everyone shall have the right to privacy of correspondence, of telephone conversations, postal, telegraph and other messages. Limitations of this right shall be allowed only by court decision.

**Article 24**

1. The collection, storage, use and dissemination of information about the private life of a person shall not be allowed without his or her consent.
2. The bodies of state authority and local self-government, their officials shall ensure for everyone the possibility of acquainting with the documents and materials directly affecting his or her rights and freedoms, unless otherwise provided for by law.

**CERTIFICATE OF TRANSLATION**

I, Ekaterina Popova, am fully competent to translate from the Russian language into English, and certify that the translation of **Chapter 2, The Constitution of the Russian Federation – Articles 23 and 24**, attached hereto, is true and accurate to the best of my abilities.



Signature of Translator

Ekaterina Popova

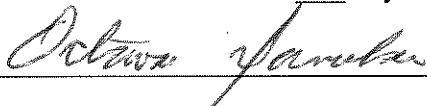
Name of Translator

Address of Translator:  
1835 Marker Street, 1717  
Philadelphia, PA 19103  
Telephone Number:  
215-569-8901

Commonwealth of Pennsylvania

County of Philadelphia

Sworn to before me this 24<sup>th</sup> day of September 2018



Notary Public

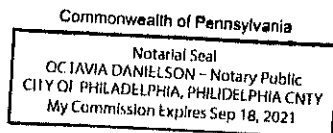




Exhibit A

## **EXHIBIT 2**

## **Delivery Contract**

**Commercial secret**

c) The party that received the claim must review it and send written substantive response to the other Party within 15 (fifteen) calendar days from receipt of relevant claim.

d) in the absence of the addressee at the location or the refusal of the addressee to receive the claim, or the expiration of the period for keeping the letter of claim in the postal office, or in case of not receiving the response within the period specified in p. 6.5 "c" of the Contract, or in the event of disagreement with the reply, the interested Party has the right to file a lawsuit in court.

6.6. All disputes arising out of the Contract or in connection with it and not settled by the Parties shall be resolved in court at the Plaintiff's location.

6.7. Collection of Penalty interests is a right and not an obligation of the interested Party.

6.8. If the Buyer detects that the Supplier (Supplier's employees) violates the terms of the Contract, the liability for which is stipulated in section 6 of the Agreement / and / or in Annexes No. 5 and/or No. 6 and/or No. 8 of the Contract, the Buyer is obligated to send the Supplier a signed act (within five (5) business days from the date of the relevant act), and/or the request for payment of a penalty (fine and/or fees).

The breach shall be deemed acknowledged by the Supplier, the obligation of the Supplier to pay the Penalty (fine and/or fees) shall be deemed accrued: either from the moment of receipt from the Supplier of the written acknowledgement of the breach by the Supplier; or if upon 15 (fifteen) calendar days from the date of receipt by the Supplier from the Buyer of the documents provided for in the above paragraph of this clause of the Contract, the Buyer does not receive a written objection from the Supplier with regard to the breach.

6.9. The Supplier shall pay to the Buyer the penalty (fine and/or fees) provided for hereby within 10 (ten) business days from the moment when the obligation of the Supplier to pay arose (clause 6.8 hereof).

In the event the Supplier fail to perform his payment obligation within the term set forth in the first paragraph of this clause, the Buyer shall have the right to retain the amount of the penalty (fine and/or fees) from the amounts payable by the Buyer to the Supplier hereunder.

## **7. FORCE MAJEURE**

7.1 Each party shall bear no responsibility for failure to perform (or improper performance of) its obligations hereunder in full or in part if such failure to perform occurred due to a force majeure event that is beyond control of the Parties and arose after signing hereof, provided that the Party could not liquidate the impact of such event by any means available to it.

Such event shall be: fire, flood, earthquake, typhoon, epidemic, war, acts (resolutions, including by way of issuing regulatory acts) of the state authorities, that prevent performance hereunder, or other force majeure circumstances.

Under such circumstances the term for performance hereunder shall be moved in proportion to the period when the force majeure events were in place unless otherwise provided for by p. 5.2 hereof.

**Delivery Contract**

**Commercial secret**

7.2 The Party that cannot perform hereunder due to the force majeure events shall notify the other Party in writing about occurrence and termination of such events as soon as possible but not later than 5 (five) calendar days since the date when such events occurred (terminated) (unless the events themselves do not prevent the Party from sending such notice).

**8. CONFIDENTIALITY PROVISIONS. ANTI-CORRUPTION CLAUSE.**

8.1 Each of the Parties hereby agrees to keep confidential the information about business activity, property and financial state or other information about the other Party received within the course of performance of obligations hereunder and marked as “Confidential information”, “Commercial secret” or in any other similar way (hereinafter the “Confidential information”). The fact of signing hereof and the terms hereof shall also constitute Confidential information.

Supplier

Buyer

*Signature*

*Signature*

**CERTIFICATE OF TRANSLATION**

I, Ekaterina Popova, am fully competent to translate from the Russian language into English, and certify that the translation of the **Delivery Contract – Commercial Secret**, attached hereto, is true and accurate to the best of my abilities.



Signature of Translator

Ekaterina Popova

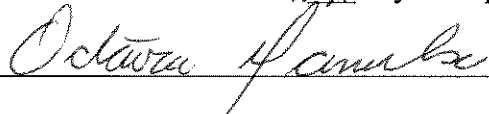
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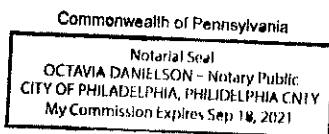
Commonwealth of Pennsylvania

County of Philadelphia

Sworn to before me this 17<sup>th</sup> day of September 2018



Notary Public



**ДОГОВОР ПОСТАВКИ**

**ЯВЛЯЕТСЯ КОММЕРЧЕСКОЙ ТАЙНОЙ**

в) Сторона, которая получила претензию, обязана ее рассмотреть и направить письменный мотивированный ответ другой Стороне в течение 15 (пятнадцати) календарных дней с момента получения претензии.

г) в случае отсутствия адресата в месте нахождения, либо отказа адресата от получения претензии, либо истечения срока хранения письма-претензии в отделении почтовой связи, либо неполучения ответа в срок, указанный в п.6.5 «в» Договора, либо несогласия с ответом заинтересованная Сторона вправе обратиться в суд.

6.6. Все споры, возникшие из Договора или в связи с ним и не урегулированные Сторонами, подлежат разрешению в судебном порядке в по месту нахождения истца.

6.7. Взыскание пеней является правом, а не обязанностью заинтересованной Стороны.

6.8. В случае выявления Покупателем факта нарушения Поставщиком (работниками Поставщика) условий Договора, ответственность за которое предусмотрена разделом 6 Договора /и/или Приложениями № 5 и/или № 6 и/или № 8 к Договору, Покупатель обязуется направить Поставщику акт, подписанный со своей стороны (в течение 5 (пяти) рабочих дней с даты составления соответствующего акта), и/или требование об уплате неустойки (штрафа и/или пени).

Нарушение считается признанным Поставщиком, обязательство по уплате Поставщиком неустойки (штрафа и/или пени) считается возникшим: либо с момента получения от Поставщика письменного подтверждения признания Поставщиком факта нарушения; либо если по истечении 15 (пятнадцать) календарных дней с даты получения Поставщиком от Покупателя документов, предусмотренных предыдущим абзацем настоящего пункта Договора, Покупателем не будет получено письменное возражение Поставщика по факту нарушения.

6.9. Поставщик обязуется уплатить Покупателю неустойку (штраф и/или пени), предусмотренные Договором, в течение 10 (десяти) рабочих дней с момента возникновения обязательства Поставщика по оплате (п.6.8 Договора).

В случае неисполнения Поставщиком обязанности по оплате в срок, установленный первым абзацем настоящего пункта Договора, Покупатель вправе удержать сумму неустойки (штрафа и/или пени) из сумм, подлежащих оплате Покупателем Поставщику в соответствии с Договором.

**7. ОБСТОЯТЕЛЬСТВА НЕПРЕОДОЛИМОЙ СИЛЫ**

7.1. Каждая из Сторон освобождается от ответственности за частичное или полное неисполнение (а равно ненадлежащее исполнение) обязательств по Договору, если это неисполнение обусловлено действием обстоятельств непреодолимой силы, возникших независимо от воли Сторон после подписания Договора, при условии, что действие таких обстоятельств Сторона не могла ликвидировать доступными ей средствами.

К таким обстоятельствам относятся: пожар, наводнение, землетрясение, тайфуны, эпидемия, война, действия (решения, в том числе - посредством издания нормативных актов) органов государственной власти, препятствующие исполнению обязательств по Договору или иные обстоятельства непреодолимой силы.

При этом срок исполнения обязательств по Договору отодвигается соразмерно времени, в течение которого действовали обстоятельства непреодолимой силы, поскольку иное не предусмотрено п.5.2 Договора.

7.2. Сторона, для которой создалась невозможность исполнения обязательств по Договору вследствие обстоятельств непреодолимой силы, должна письменно известить другую Сторону о наступлении и прекращении таких обстоятельств в максимально короткий срок, но не позднее 5 (пяти) календарных дней с даты наступления (прекращения) обстоятельств (если само действие таких обстоятельств не препятствуют такому извещению).

Надлежащим доказательством наступления обстоятельств непреодолимой силы и их продолжительности будет служить документ, надлежащим образом оформленный Торгово-промышленной палатой, или иной компетентной организацией, выбранной по соглашению Сторон.

**8. УСЛОВИЯ КОНФИДЕНЦИАЛЬНОСТИ. АНТИКОРРУПЦИОННАЯ ОГОВОРКА**

8.1. Каждая из Сторон настоящим обязуется сохранять конфиденциальность информации о хозяйственной деятельности, имуществе и финансовом положении и иной информации о другой Стороне, полученной в ходе исполнения обязательств по Договору и помеченной как «Конфиденциальная информация», «Коммерческая тайна» или иным аналогичным образом (далее именуемой - «Конфиденциальная информация»). Факт заключения и условия Договора также составляют Конфиденциальную информацию.

ПОСТАВЩИК



ПОКУПАТЕЛЬ



Exhibit A

## **EXHIBIT 3**

**Федеральный закон от 29.07.2004 N 98-ФЗ (ред. от 18.04.2018) "О коммерческой тайне"**

**Federal Law No. 98-FZ of July 29, 2004 "On commercial secrecy" (as amended on April 18, 2018)**

**Статья 3. Основные понятия, используемые в настоящем Федеральном законе**

**Article 3. Basic notions used in this federal law**

Для целей настоящего Федерального закона используются следующие основные понятия:

For the purposes of this Federal law the following basic notions shall be used:

2) информация, составляющая коммерческую тайну, - сведения любого характера (производственные, технические, экономические, организационные и другие), в том числе о результатах интеллектуальной деятельности в научно-технической сфере, а также сведения о способах осуществления профессиональной деятельности, которые имеют действительную или потенциальную коммерческую ценность в силу неизвестности их третьим лицам, к которым у третьих лиц нет свободного доступа на законном основании и в отношении которых обладателем таких сведений введен режим коммерческой тайны;

2) information comprising a commercial secret (a production secret) means information of any character (production, technical, economic, organizational, etc.), including that on the results of intellectual activity in the scientific and technical area, as well as information on the methods for the performance of professional activity of an actual or a potential commercial value because it is unknown to the third persons, because the third person have no free access to it on lawful grounds and with respect to which the possessor of such information has introduced the regime of commercial secrets;

4) обладатель информации, составляющей коммерческую тайну, - лицо, которое владеет информацией, составляющей коммерческую тайну, на законном основании, ограничило доступ к этой информации и установило в отношении ее режим коммерческой тайны;

4) holder of information constituting a commercial secret means a person who is in possession of information constituting a commercial secret and who restricted access to such information and instituted in respect of such information a regime of commercial secrecy;

**Статья 6. Предоставление информации, составляющей коммерческую тайну**

**Article 6. Supply of information constituting a commercial secret**

1. Обладатель информации, составляющей коммерческую тайну, по мотивированному требованию органа государственной власти, иного государственного органа, органа местного самоуправления предоставляет им на безвозмездной основе информацию, составляющую коммерческую тайну. Мотивированное требование должно быть подписано уполномоченным должностным лицом, содержать указание цели и правового основания затребования информации, составляющей коммерческую тайну, и срок предоставления этой информации, если иное не установлено федеральными законами.

1. The holder on information constituting a commercial secret shall, upon a motivated request of a state power body, other state authority, body of local self-government, furnish them on an uncompensated basis with information constituting a commercial secret. The motivated request shall be signed by a duly authorised official, contain a statement of purpose and legal grounds for requested information constituting a commercial secret and also time limits for supply of such information, unless otherwise is provided under federal laws.

2. В случае отказа обладателя информации, составляющей коммерческую тайну, предоставить ее органу государственной власти, иному государственному органу,

2. Upon refusal of the holder of information constituting a commercial secret to furnish it to a state power body, other state authority or body of local self-government, the agencies shall have the

органу местного самоуправления данные органы вправе затребовать эту информацию в судебном порядке.

3. Обладатель информации, составляющей коммерческую тайну, а также органы государственной власти, иные государственные органы, органы местного самоуправления, получившие такую информацию в соответствии с частью 1 настоящей статьи, обязаны предоставить эту информацию по запросу судов, органов предварительного следствия, органов дознания по делам, находящимся в их производстве, в порядке и на основаниях, которые предусмотрены законодательством Российской Федерации.

right to ask for that information via a court.

3. The holder of information constituting a commercial secret and also state power bodies, other state authorities and bodies of local self-government that acquired such information shall, under Part 1 of this Article, be obligated to furnish such information at the request of courts of law, investigating agencies, agencies in charge of a pretrial inquest regarding cases handled by them, by the procedure and on the grounds as stipulated under the legislation of the Russian Federation.

**Статья 6.1. Права обладателя информации, составляющей коммерческую тайну**

2. Обладатель информации, составляющей коммерческую тайну, имеет право:

3) разрешать или запрещать доступ к информации, составляющей коммерческую тайну, определять порядок и условия доступа к этой информации;

4) требовать от юридических лиц, физических лиц, получивших доступ к информации, составляющей коммерческую тайну, органов государственной власти, иных государственных органов, органов местного самоуправления, которым предоставлена информация, составляющая коммерческую тайну, соблюдения обязанностей по охране ее конфиденциальности;

**Article 6.1. Rights of the holder of the information constituting a commercial secret**

2. The holder of the information constituting a commercial secret shall have the right to:

3) permit or restrict access to the information constituting a commercial secret, determine the procedure and terms for access to such information;

4) require that legal entities, individuals that gained access to the information constituting a commercial secret, state power bodies, other state authorities and bodies of local self-government that acquired information constituting a commercial secret, comply with the obligation to preserve its confidentiality;

**Статья 15. Ответственность за непредоставление органам государственной власти, иным государственным органам, органам местного самоуправления информации, составляющей коммерческую тайну**

Невыполнение обладателем информации, составляющей коммерческую тайну, законных требований органов государственной власти, иных государственных органов, органов местного самоуправления о предоставлении им информации, составляющей коммерческую тайну, а равно воспрепятствование получению должностными лицами этих

**Article 15. Liability for non-provision of information constituting a commercial secret to the state power bodies, other state authorities, bodies of local self-government**

Failure of the holder of information constituting a commercial secret to comply with the lawful requests of the state power bodies, other state authorities, bodies of local self-government regarding the supply to them of information constituting a commercial secret and also hindering the officials of those bodies to receive such information shall entail liability as is envisaged under the legislation of the Russian Federation.




Exhibit A

органов указанной информации влечет за собой ответственность в соответствии с законодательством Российской Федерации.

**CERTIFICATE OF TRANSLATION**

I, Ekaterina Popova, am fully competent to translate from the Russian language into English, and certify that the translation of **Articles 3, 6 and 15 of the Federal Law No. 98-FZ of July 29, 2004 "On commercial secrecy" as amended on April 18, 2018**, attached hereto, is true and accurate to the best of my abilities.

  
\_\_\_\_\_  
Signature of Translator

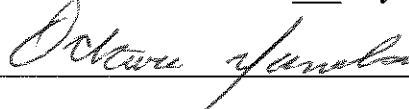
Ekaterina Popova  
\_\_\_\_\_  
Name of Translator

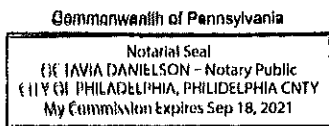
Address of Translator:  
1835 Marker Street, 1717  
Philadelphia, PA 19103  
Telephone Number:  
215-569-8901

Commonwealth of Pennsylvania

County of Philadelphia

Sworn to before me this 24<sup>th</sup> day of September 2018

  
\_\_\_\_\_  
Notary Public



[EXHIBIT A](#)

## **EXHIBIT 4**

**Федеральный закон от 27.07.2006 N 149-ФЗ (ред. от 19.07.2018) "Об информации, информационных технологиях и о защите информации"**

**Federal law No. 149-fz dated July 27, 2006 "On information, information technologies and protection of information" as amended on July 19, 2018**

**Статья 2. Основные понятия, используемые в настоящем Федеральном законе**

**Article 2. Basic Notions Used in this Federal Law**

В настоящем Федеральном законе используются следующие основные понятия:

This Federal Law uses the following basic notions:

1) информация - сведения (сообщения, данные) независимо от формы их представления;

1) information means data (reports, records) irrespective of the form of their presentation;

**Статья 6. Владелец информации**

**Article 6. Holder of Information**

3. Владелец информации, если иное не предусмотрено федеральными законами, вправе:

3. The holder of information shall, unless otherwise envisaged under federal laws, have the right:

1) разрешать или ограничивать доступ к информации, определять порядок и условия такого доступа;

1) to allow or restrict access to information, determine the procedure and terms of that access;

3) передавать информацию другим лицам по договору или на ином установленном законом основании;

3) to transfer information to other persons under a contract or on other legally established grounds;

4) защищать установленными законом способами свои права в случае незаконного получения информации или ее незаконного использования иными лицами;

4) to protect by legally established means his or her rights in the case of illegal receipt of information or illegal use of same by other persons;

**CERTIFICATE OF TRANSLATION**

I, Ekaterina Popova, am fully competent to translate from the Russian language into English, and certify that the translation of **Articles 2 and 6 of the Federal law No. 149-fz dated July 27, 2006 "On information, information technologies and protection of information" as amended on July 19, 2018**, attached hereto, is true and accurate to the best of my abilities.



Signature of Translator

Ekaterina Popova

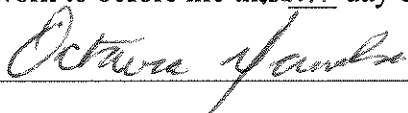
Name of Translator

Address of Translator:  
1835 Marker Street, 1717  
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215-569-8901

Commonwealth of Pennsylvania

County of Philadelphia

Sworn to before me this 07th day of September 2018



Notary Public

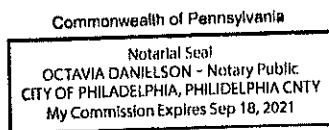


Exhibit A

## **EXHIBIT 5**

"Уголовный кодекс Российской Федерации"  
от 13.06.1996 N 63-ФЗ (ред. от 29.07.2018)

"The Criminal Code of the Russian Federation"  
dated June 13, 1996 (as amended on July 29,  
2018)

**Статья 137. Нарушение неприкосновенности  
частной жизни**

**Article 137. Invasion of personal privacy**

1. Незаконное собирание или распространение сведений о частной жизни лица, составляющих его личную или семейную тайну, без его согласия либо распространение этих сведений в публичном выступлении, публично демонстрирующемся произведении или средствах массовой информации -

1. Illegal collection or spreading of information about the private life of a person which constitutes his personal or family secrets, without his consent, or the distribution of this information in a public speech, in a publicly performed work, or in the mass media,

наказываются штрафом в размере до двухсот тысяч рублей или в размере заработной платы или иного дохода осужденного за период до восемнадцати месяцев, либо обязательными работами на срок до трехсот шестидесяти часов, либо исправительными работами на срок до одного года, либо принудительными работами на срок до двух лет с лишением права занимать определенные должности или заниматься определенной деятельностью на срок до трех лет или без такового, либо арестом на срок до четырех месяцев, либо лишением свободы на срок до двух лет с лишением права занимать определенные должности или заниматься определенной деятельностью на срок до трех лет.

shall be punishable by a fine in the amount up to 200 thousand rubles, or in the amount of the salary, or any other income of the convicted person for a period up to 18 months, or by compulsory works for a term up to 360 hours, or by corrective labor for a term of up to one year, or by compulsory labor for a term of up to two years with or without deprivation of the right to occupy specified offices or engage in specified activities for a term of three years or by arrest for up to four months, or by imprisonment for up to two years with deprivation of the right to occupy specified offices or engage in specified activities for a term of up to three years.

2. Те же деяния, совершенные лицом с использованием своего служебного положения, -

2. The same deeds committed by a person through his official position,

наказываются штрафом в размере от ста тысяч до трехсот тысяч рублей или в размере заработной платы или иного дохода осужденного за период от одного года до двух лет, либо лишением права занимать определенные должности или заниматься определенной деятельностью на срок от двух до пяти лет, либо принудительными работами на срок до четырех лет с лишением права занимать определенные должности или заниматься определенной деятельностью на срок до пяти лет или без такового, либо арестом на срок до шести месяцев, либо лишением свободы на срок до четырех лет с лишением права занимать определенные должности или заниматься определенной деятельностью на срок до пяти лет.

shall be punishable by a fine in the amount from 100 to 300 thousand rubles, or in the amount of the salary, or any other income of the convicted person for a period from one to two years, or by deprivation of the right to occupy specified offices or engage in specified activities for a term of two to five years, or by compulsory works for a term of up to four years with or without deprivation of the right to occupy specified offices or engage in specified activities for a term of up to five years, or by arrest for up to six months, or by imprisonment for up to four years with deprivation of the right to occupy specified offices or engage in specified activities for a term of up to five years.

**Статья 183. Незаконное получение и разглашение сведений, составляющих коммерческую, налоговую или банковскую тайну**

2. Незаконное разглашение или использование сведений, составляющих коммерческую, налоговую или банковскую тайну, без согласия их владельца лицом, которому она была доверена или стала известна по службе или работе, -

наказываются штрафом в размере до одного миллиона рублей или в размере заработной платы или иного дохода осужденного за период до двух лет с лишением права занимать определенные должности или заниматься определенной деятельностью на срок до трех лет, либо исправительными работами на срок до двух лет, либо принудительными работами на срок до трех лет, либо лишением свободы на тот же срок.

3. Те же деяния, причинившие крупный ущерб или совершенные из корыстной заинтересованности, -

наказываются штрафом в размере до одного миллиона пятисот тысяч рублей или в размере заработной платы или иного дохода осужденного за период до трех лет с лишением права занимать определенные должности или заниматься определенной деятельностью на срок до трех лет, либо принудительными работами на срок до пяти лет, либо лишением свободы на тот же срок.

**Article 183. The Illegal Receipt and Disclosure of Information Classified as a Commercial, Tax or Banking Secret**

2. The illegal disclosure or use of information classified as a commercial, tax or banking secret, without the consent of the owner thereof by a person to whom it is entrusted or became known in the line of service or work -

shall be punishable with a fine in the amount of up to 1 million rubles or in the amount of the salary, or other income of the convicted person for a period of up to two years with deprivation of the right to occupy specified offices or engage in specified activities for a term of up to three years, or by corrective labor for a term of up to two years, or by compulsory labor for a term of up to three years, or by imprisonment for the same term.

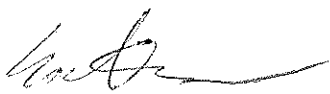
3. The same actions which have inflicted large-scale harm or which have been committed with a mercenary interest -

shall be punishable with a fine in an amount of up to 1.5 million rubles or in the amount of the salary or other income of the convicted person for a period of up to 3 years with deprivation of the right to occupy specified offices or engage in specified activities for a term of up to three years, or with compulsory labor for a term of up to five years, or with imprisonment for the same term.



**CERTIFICATE OF TRANSLATION**

I, Ekaterina Popova, am fully competent to translate from the Russian language into English, and certify that the translation of **Articles 138 and 183 of the Criminal Code of the Russian Federation dated June 13, 1996 as amended on July 29, 2018**, attached hereto, is true and accurate to the best of my abilities.

  
\_\_\_\_\_  
Signature of Translator

Ekaterina Popova  
\_\_\_\_\_  
Name of Translator

Address of Translator:  
1835 Marker Street, 1717  
Philadelphia, PA 19103  
Telephone Number:  
215-569-8901

Commonwealth of Pennsylvania

County of Philadelphia

Sworn to before me this 17th day of September 2018

  
\_\_\_\_\_  
Notary Public

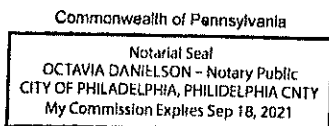


Exhibit A

## **EXHIBIT 6**

**"Гражданский кодекс Российской Федерации (часть первая)" от 30.11.1994 N 51-ФЗ (ред. от 03.08.2018)**

**"The Civil Code of the Russian Federation (part one)" dated November 30, 1994 No 51-FZ (as amended on August 3, 2018)**

**Статья 15. Возмещение убытков**

**Article 15. Compensation of Damages**

1. Лицо, право которого нарушено, может требовать полного возмещения причиненных ему убытков, если законом или договором не предусмотрено возмещение убытков в меньшем размере.

1. The person, whose right has been violated, shall be entitled to demand the full recovery of the damages inflicted upon him, unless the recovery of damages in a smaller amount has been stipulated by law or by the agreement.

2. Под убытками понимаются расходы, которые лицо, чье право нарушено, произвело или должно будет произвести для восстановления нарушенного права, утрата или повреждение его имущества (реальный ущерб), а также неполученные доходы, которые это лицо получило бы при обычных условиях гражданского оборота, если бы его право не было нарушено (упущенная выгода).

2. The damages shall include the expenses, which the person, whose right has been violated, made or will have to make to restore the violated right, the loss or the damage done to his property (the compensatory damage), and also the unreceived profits, which this person would have derived under the ordinary conditions of the civil turnover, if his right were not violated (the missed profit).

Если лицо, нарушившее право, получило вследствие этого доходы, лицо, право которого нарушено, вправе требовать возмещения наряду с другими убытками упущенной выгоды в размере не меньшем, чем такие доходы.

If the person, who has violated the right of another person, has derived profits as a result of this, the person, whose right has been violated, shall have the right to claim, alongside with the compensation of his other losses, also the compensation of the missed profit in the amount not less than such profits.

**CERTIFICATE OF TRANSLATION**

I, Ekaterina Popova, am fully competent to translate from the Russian language into English, and certify that the translation of the **Article 15 of the "The Civil Code of the Russian Federation (part one)"** dated **November 30, 1994 No 51-FZ** as amended on **August 3, 2018**, attached hereto, is true and accurate to the best of my abilities.



Signature of Translator

Ekaterina Popova

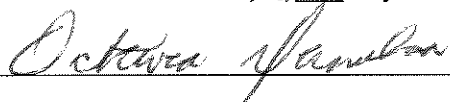
Name of Translator

Address of Translator:  
1835 Marker Street, 1717  
Philadelphia, PA 19103  
Telephone Number:  
215-569-8901

Commonwealth of Pennsylvania

County of Philadelphia

Sworn to before me this 10<sup>th</sup> day of September 2018



Notary Public

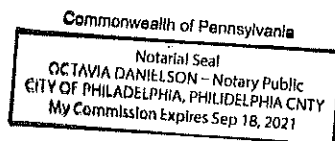


Exhibit A

## **EXHIBIT 7**



**20. CONVENTION ON THE TAKING OF EVIDENCE  
ABROAD IN CIVIL OR COMMERCIAL MATTERS<sup>1</sup>**

*(Concluded 18 March 1970)*

The States signatory to the present Convention,  
Desiring to facilitate the transmission and execution of Letters of Request and to further the accommodation of the different methods which they use for this purpose,  
Desiring to improve mutual judicial co-operation in civil or commercial matters,  
Have resolved to conclude a Convention to this effect and have agreed upon the following provisions –

CHAPTER I – LETTERS OF REQUEST

Article 1

In civil or commercial matters a judicial authority of a Contracting State may, in accordance with the provisions of the law of that State, request the competent authority of another Contracting State, by means of a Letter of Request, to obtain evidence, or to perform some other judicial act.  
A Letter shall not be used to obtain evidence which is not intended for use in judicial proceedings, commenced or contemplated.  
The expression "other judicial act" does not cover the service of judicial documents or the issuance of any process by which judgments or orders are executed or enforced, or orders for provisional or protective measures.

Article 2

A Contracting State shall designate a Central Authority which will undertake to receive Letters of Request coming from a judicial authority of another Contracting State and to transmit them to the authority competent to execute them. Each State shall organise the Central Authority in accordance with its own law.  
Letters shall be sent to the Central Authority of the State of execution without being transmitted through any other authority of that State.

Article 3

A Letter of Request shall specify –

- a) the authority requesting its execution and the authority requested to execute it, if known to the requesting authority;
- b) the names and addresses of the parties to the proceedings and their representatives, if any;
- c) the nature of the proceedings for which the evidence is required, giving all necessary information in regard thereto;
- d) the evidence to be obtained or other judicial act to be performed.

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<sup>1</sup> This Convention, including related materials, is accessible on the website of the Hague Conference on Private International Law ([www.hcch.net](http://www.hcch.net)), under "Conventions" or under the "Evidence Section". For the full history of the Convention, see Hague Conference on Private International Law, *Actes et documents de la Onzième session (1968)*, Tome IV, *Obtention des preuves* (219 pp.).

Exhibit A

- Where appropriate, the Letter shall specify, *inter alia* –
- e) the names and addresses of the persons to be examined;
  - f) the questions to be put to the persons to be examined or a statement of the subject-matter about which they are to be examined;
  - g) the documents or other property, real or personal, to be inspected;
  - h) any requirement that the evidence is to be given on oath or affirmation, and any special form to be used;
  - i) any special method or procedure to be followed under Article 9.

A Letter may also mention any information necessary for the application of Article 11.  
No legalisation or other like formality may be required.

Article 4

A Letter of Request shall be in the language of the authority requested to execute it or be accompanied by a translation into that language.  
Nevertheless, a Contracting State shall accept a Letter in either English or French, or a translation into one of these languages, unless it has made the reservation authorised by Article 33.  
A Contracting State which has more than one official language and cannot, for reasons of internal law, accept Letters in one of these languages for the whole of its territory, shall, by declaration, specify the language in which the Letter or translation thereof shall be expressed for execution in the specified parts of its territory. In case of failure to comply with this declaration, without justifiable excuse, the costs of translation into the required language shall be borne by the State of origin.  
A Contracting State may, by declaration, specify the language or languages other than those referred to in the preceding paragraphs, in which a Letter may be sent to its Central Authority.  
Any translation accompanying a Letter shall be certified as correct, either by a diplomatic officer or consular agent or by a sworn translator or by any other person so authorised in either State.

Article 5

If the Central Authority considers that the request does not comply with the provisions of the present Convention, it shall promptly inform the authority of the State of origin which transmitted the Letter of Request, specifying the objections to the Letter.

Article 6

If the authority to whom a Letter of Request has been transmitted is not competent to execute it, the Letter shall be sent forthwith to the authority in the same State which is competent to execute it in accordance with the provisions of its own law.

Article 7

The requesting authority shall, if it so desires, be informed of the time when, and the place where, the proceedings will take place, in order that the parties concerned, and their representatives, if any, may be present. This information shall be sent directly to the parties or their representatives when the authority of the State of origin so requests.

Article 8

A Contracting State may declare that members of the judicial personnel of the requesting authority of another Contracting State may be present at the execution of a Letter of Request. Prior authorisation by the competent authority designated by the declaring State may be required.

Article 9

The judicial authority which executes a Letter of Request shall apply its own law as to the methods and procedures to be followed.

However, it will follow a request of the requesting authority that a special method or procedure be followed, unless this is incompatible with the internal law of the State of execution or is impossible of performance by reason of its internal practice and procedure or by reason of practical difficulties. A Letter of Request shall be executed expeditiously.

#### Article 10

In executing a Letter of Request the requested authority shall apply the appropriate measures of compulsion in the instances and to the same extent as are provided by its internal law for the execution of orders issued by the authorities of its own country or of requests made by parties in internal proceedings.

#### Article 11

In the execution of a Letter of Request the person concerned may refuse to give evidence in so far as he has a privilege or duty to refuse to give the evidence –

- a) under the law of the State of execution; or
- b) under the law of the State of origin, and the privilege or duty has been specified in the Letter, or, at the instance of the requested authority, has been otherwise confirmed to that authority by the requesting authority.

A Contracting State may declare that, in addition, it will respect privileges and duties existing under the law of States other than the State of origin and the State of execution, to the extent specified in that declaration.

#### Article 12

The execution of a Letter of Request may be refused only to the extent that –

- a) in the State of execution the execution of the Letter does not fall within the functions of the judiciary; or
- b) the State addressed considers that its sovereignty or security would be prejudiced thereby.

Execution may not be refused solely on the ground that under its internal law the State of execution claims exclusive jurisdiction over the subject-matter of the action or that its internal law would not admit a right of action on it.

#### Article 13

The documents establishing the execution of the Letter of Request shall be sent by the requested authority to the requesting authority by the same channel which was used by the latter.

In every instance where the Letter is not executed in whole or in part, the requesting authority shall be informed immediately through the same channel and advised of the reasons.

#### Article 14

The execution of the Letter of Request shall not give rise to any reimbursement of taxes or costs of any nature.

Nevertheless, the State of execution has the right to require the State of origin to reimburse the fees paid to experts and interpreters and the costs occasioned by the use of a special procedure requested by the State of origin under Article 9, paragraph 2.

The requested authority whose law obliges the parties themselves to secure evidence, and which is not able itself to execute the Letter, may, after having obtained the consent of the requesting authority, appoint a suitable person to do so. When seeking this consent the requested authority shall indicate the approximate costs which would result from this procedure. If the requesting authority gives its consent it shall reimburse any costs incurred; without such consent the requesting authority shall not be liable for the costs.



CHAPTER II – TAKING OF EVIDENCE BY DIPLOMATIC OFFICERS, CONSULAR AGENTS AND COMMISSIONERS

Article 15

In a civil or commercial matter, a diplomatic officer or consular agent of a Contracting State may, in the territory of another Contracting State and within the area where he exercises his functions, take the evidence without compulsion of nationals of a State which he represents in aid of proceedings commenced in the courts of a State which he represents.

A Contracting State may declare that evidence may be taken by a diplomatic officer or consular agent only if permission to that effect is given upon application made by him or on his behalf to the appropriate authority designated by the declaring State.

Article 16

A diplomatic officer or consular agent of a Contracting State may, in the territory of another Contracting State and within the area where he exercises his functions, also take the evidence, without compulsion, of nationals of the State in which he exercises his functions or of a third State, in aid of proceedings commenced in the courts of a State which he represents, if –

- a) a competent authority designated by the State in which he exercises his functions has given its permission either generally or in the particular case, and
- b) he complies with the conditions which the competent authority has specified in the permission.

A Contracting State may declare that evidence may be taken under this Article without its prior permission.

Article 17

In a civil or commercial matter, a person duly appointed as a commissioner for the purpose may, without compulsion, take evidence in the territory of a Contracting State in aid of proceedings commenced in the courts of another Contracting State if –

- a) a competent authority designated by the State where the evidence is to be taken has given its permission either generally or in the particular case; and
- b) he complies with the conditions which the competent authority has specified in the permission.

A Contracting State may declare that evidence may be taken under this Article without its prior permission.

Article 18

A Contracting State may declare that a diplomatic officer, consular agent or commissioner authorised to take evidence under Articles 15, 16 or 17, may apply to the competent authority designated by the declaring State for appropriate assistance to obtain the evidence by compulsion. The declaration may contain such conditions as the declaring State may see fit to impose.

If the authority grants the application it shall apply any measures of compulsion which are appropriate and are prescribed by its law for use in internal proceedings.

Article 19

The competent authority, in giving the permission referred to in Articles 15, 16 or 17, or in granting the application referred to in Article 18, may lay down such conditions as it deems fit, *inter alia*, as to the time and place of the taking of the evidence. Similarly it may require that it be given reasonable advance notice of the time, date and place of the taking of the evidence; in such a case a representative of the authority shall be entitled to be present at the taking of the evidence.

Article 20

In the taking of evidence under any Article of this Chapter persons concerned may be legally represented.

Article 21

Where a diplomatic officer, consular agent or commissioner is authorised under Articles 15, 16 or 17 to take evidence –

- a) he may take all kinds of evidence which are not incompatible with the law of the State where the evidence is taken or contrary to any permission granted pursuant to the above Articles, and shall have power within such limits to administer an oath or take an affirmation;
- b) a request to a person to appear or to give evidence shall, unless the recipient is a national of the State where the action is pending, be drawn up in the language of the place where the evidence is taken or be accompanied by a translation into such language;
- c) the request shall inform the person that he may be legally represented and, in any State that has not filed a declaration under Article 18, shall also inform him that he is not compelled to appear or to give evidence;
- d) the evidence may be taken in the manner provided by the law applicable to the court in which the action is pending provided that such manner is not forbidden by the law of the State where the evidence is taken;
- e) a person requested to give evidence may invoke the privileges and duties to refuse to give the evidence contained in Article 11.

Article 22

The fact that an attempt to take evidence under the procedure laid down in this Chapter has failed, owing to the refusal of a person to give evidence, shall not prevent an application being subsequently made to take the evidence in accordance with Chapter I.

CHAPTER III – GENERAL CLAUSES

Article 23

A Contracting State may at the time of signature, ratification or accession, declare that it will not execute Letters of Request issued for the purpose of obtaining pre-trial discovery of documents as known in Common Law countries.

Article 24

A Contracting State may designate other authorities in addition to the Central Authority and shall determine the extent of their competence. However, Letters of Request may in all cases be sent to the Central Authority.  
Federal States shall be free to designate more than one Central Authority.

Article 25

A Contracting State which has more than one legal system may designate the authorities of one of such systems, which shall have exclusive competence to execute Letters of Request pursuant to this Convention.

Article 26

A Contracting State, if required to do so because of constitutional limitations, may request the reimbursement by the State of origin of fees and costs, in connection with the execution of Letters of

Request, for the service of process necessary to compel the appearance of a person to give evidence, the costs of attendance of such persons, and the cost of any transcript of the evidence. Where a State has made a request pursuant to the above paragraph, any other Contracting State may request from that State the reimbursement of similar fees and costs.

#### Article 27

The provisions of the present Convention shall not prevent a Contracting State from –

- a) declaring that Letters of Request may be transmitted to its judicial authorities through channels other than those provided for in Article 2;
- b) permitting, by internal law or practice, any act provided for in this Convention to be performed upon less restrictive conditions;
- c) permitting, by internal law or practice, methods of taking evidence other than those provided for in this Convention.

#### Article 28

The present Convention shall not prevent an agreement between any two or more Contracting States to derogate from –

- a) the provisions of Article 2 with respect to methods of transmitting Letters of Request;
- b) the provisions of Article 4 with respect to the languages which may be used;
- c) the provisions of Article 8 with respect to the presence of judicial personnel at the execution of Letters;
- d) the provisions of Article 11 with respect to the privileges and duties of witnesses to refuse to give evidence;
- e) the provisions of Article 13 with respect to the methods of returning executed Letters to the requesting authority;
- f) the provisions of Article 14 with respect to fees and costs;
- g) the provisions of Chapter II.

#### Article 29

Between Parties to the present Convention who are also Parties to one or both of the Conventions on Civil Procedure signed at The Hague on the 17th of July 1905 and the 1st of March 1954, this Convention shall replace Articles 8-16 of the earlier Conventions.

#### Article 30

The present Convention shall not affect the application of Article 23 of the Convention of 1905, or of Article 24 of the Convention of 1954.

#### Article 31

Supplementary Agreements between Parties to the Conventions of 1905 and 1954 shall be considered as equally applicable to the present Convention unless the Parties have otherwise agreed.

#### Article 32

Without prejudice to the provisions of Articles 29 and 31, the present Convention shall not derogate from conventions containing provisions on the matters covered by this Convention to which the Contracting States are, or shall become Parties.

Article 33

A State may, at the time of signature, ratification or accession exclude, in whole or in part, the application of the provisions of paragraph 2 of Article 4 and of Chapter II. No other reservation shall be permitted. Each Contracting State may at any time withdraw a reservation it has made; the reservation shall cease to have effect on the sixtieth day after notification of the withdrawal. When a State has made a reservation, any other State affected thereby may apply the same rule against the reserving State.

Article 34

A State may at any time withdraw or modify a declaration.

Article 35

A Contracting State shall, at the time of the deposit of its instrument of ratification or accession, or at a later date, inform the Ministry of Foreign Affairs of the Netherlands of the designation of authorities, pursuant to Articles 2, 8, 24 and 25.

A Contracting State shall likewise inform the Ministry, where appropriate, of the following –

- a) the designation of the authorities to whom notice must be given, whose permission may be required, and whose assistance may be invoked in the taking of evidence by diplomatic officers and consular agents, pursuant to Articles 15, 16 and 18 respectively;
- b) the designation of the authorities whose permission may be required in the taking of evidence by commissioners pursuant to Article 17 and of those who may grant the assistance provided for in Article 18;
- c) declarations pursuant to Articles 4, 8, 11, 15, 16, 17, 18, 23 and 27;
- d) any withdrawal or modification of the above designations and declarations;
- e) the withdrawal of any reservation.

Article 36

Any difficulties which may arise between Contracting States in connection with the operation of this Convention shall be settled through diplomatic channels.

Article 37

The present Convention shall be open for signature by the States represented at the Eleventh Session of the Hague Conference on Private International Law. It shall be ratified, and the instruments of ratification shall be deposited with the Ministry of Foreign Affairs of the Netherlands.

Article 38

The present Convention shall enter into force on the sixtieth day after the deposit of the third instrument of ratification referred to in the second paragraph of Article 37. The Convention shall enter into force for each signatory State which ratifies subsequently on the sixtieth day after the deposit of its instrument of ratification.

Article 39

Any State not represented at the Eleventh Session of the Hague Conference on Private International Law which is a Member of this Conference or of the United Nations or of a specialised agency of that Organisation, or a Party to the Statute of the International Court of Justice may accede to the present Convention after it has entered into force in accordance with the first paragraph of Article 38. The instrument of accession shall be deposited with the Ministry of Foreign Affairs of the Netherlands. The Convention shall enter into force for a State acceding to it on the sixtieth day after the deposit of its instrument of accession.

The accession will have effect only as regards the relations between the acceding State and such Contracting States as will have declared their acceptance of the accession. Such declaration shall be deposited at the Ministry of Foreign Affairs of the Netherlands; this Ministry shall forward, through diplomatic channels, a certified copy to each of the Contracting States.

The Convention will enter into force as between the acceding State and the State that has declared its acceptance of the accession on the sixtieth day after the deposit of the declaration of acceptance.

#### Article 40

Any State may, at the time of signature, ratification or accession, declare that the present Convention shall extend to all the territories for the international relations of which it is responsible, or to one or more of them. Such a declaration shall take effect on the date of entry into force of the Convention for the State concerned.

At any time thereafter, such extensions shall be notified to the Ministry of Foreign Affairs of the Netherlands.

The Convention shall enter into force for the territories mentioned in such an extension on the sixtieth day after the notification indicated in the preceding paragraph.

#### Article 41

The present Convention shall remain in force for five years from the date of its entry into force in accordance with the first paragraph of Article 38, even for States which have ratified it or acceded to it subsequently.

If there has been no denunciation, it shall be renewed tacitly every five years.

Any denunciation shall be notified to the Ministry of Foreign Affairs of the Netherlands at least six months before the end of the five year period.

It may be limited to certain of the territories to which the Convention applies.

The denunciation shall have effect only as regards the State which has notified it. The Convention shall remain in force for the other Contracting States.

#### Article 42

The Ministry of Foreign Affairs of the Netherlands shall give notice to the States referred to in Article 37, and to the States which have acceded in accordance with Article 39, of the following –

- a) the signatures and ratifications referred to in Article 37;
- b) the date on which the present Convention enters into force in accordance with the first paragraph of Article 38;
- c) the accessions referred to in Article 39 and the dates on which they take effect;
- d) the extensions referred to in Article 40 and the dates on which they take effect;
- e) the designations, reservations and declarations referred to in Articles 33 and 35;
- f) the denunciations referred to in the third paragraph of Article 41.

In witness whereof the undersigned, being duly authorised thereto, have signed the present Convention.

Done at The Hague, on the 18th day of March, 1970, in the English and French languages, both texts being equally authentic, in a single copy which shall be deposited in the archives of the Government of the Netherlands, and of which a certified copy shall be sent, through the diplomatic channel, to each of the States represented at the Eleventh Session of the Hague Conference on Private International Law.

Exhibit A

## **EXHIBIT 8**

February 12, 2001

No 11-FZ

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**THE RUSSIAN FEDERATION**

**FEDERAL LAW**

**ON ACCESSION OF THE RUSSIAN FEDERATION TO THE CONVENTION ON THE TAKING OF EVIDENCE  
ABROAD IN CIVIL OR COMMERCIAL MATTERS**

Passed  
by the State Duma  
on January 24, 2001

Approved  
by the Federation Council  
on January 31, 2001

To accede on behalf of the Russian Federation to the Convention on the taking of evidence abroad  
in civil or commercial matters dated March 18, 1970.

President  
the Russian Federation  
V. Putin

Moscow, the Kremlin

February 12, 2001

No 11-FZ

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**CERTIFICATE OF TRANSLATION**

I, Ekaterina Popova, am fully competent to translate from the Russian language into English, and certify that the translation of the **Federal Law No. 11-FZ of 12.02.2001 “On Accession of the Russian Federation to the Convention on the Taking of Evidence Abroad in Civil or Commercial Matters”**, attached hereto, is true and accurate to the best of my abilities.



Signature of Translator

Ekaterina Popova

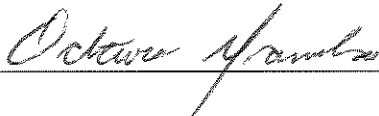
Name of Translator

Address of Translator:  
1835 Marker Street, 1717  
Philadelphia, PA 19103  
Telephone Number:  
215-569-8901

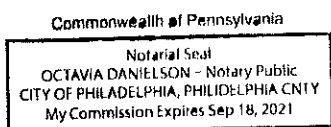
Commonwealth of Pennsylvania

County of Philadelphia

Sworn to before me this 17<sup>th</sup> day of September 2018



Notary Public





12 февраля 2001 года

№ 11-ФЗ

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**РОССИЙСКАЯ ФЕДЕРАЦИЯ**

**ФЕДЕРАЛЬНЫЙ ЗАКОН**

**О ПРИСОЕДИНЕНИИ РОССИЙСКОЙ ФЕДЕРАЦИИ  
К КОНВЕНЦИИ О ПОЛУЧЕНИИ ЗА ГРАНИЦЕЙ ДОКАЗАТЕЛЬСТВ  
ПО ГРАЖДАНСКИМ ИЛИ ТОРГОВЫМ ДЕЛАМ**

Принят  
Государственной Думой  
24 января 2001 года

Одобен  
Советом Федерации  
31 января 2001 года

Присоединиться от имени Российской Федерации к Конвенции о получении за границей доказательств по гражданским или торговым делам от 18 марта 1970 года.

Президент  
Российской Федерации  
В.ПУТИН

Москва, Кремль

12 февраля 2001 года

№ 11-ФЗ

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Exhibit A

## **EXHIBIT 9**

**Федеральный закон от 27.07.2006 N 152-ФЗ (ред. от 31.12.2017) "О персональных данных"**

**Federal law dated July 27, 2006 No 152-FZ "On personal data" (as amended on December 31, 2017)**

**Статья 2. Цель настоящего Федерального закона**

Целью настоящего Федерального закона является обеспечение защиты прав и свобод человека и гражданина при обработке его персональных данных, в том числе защиты прав на неприкосновенность частной жизни, личную и семейную тайну.

**Article 2. Purpose of This Federal Law**

This Federal Law is aimed at ensuring protection of the rights and freedoms of a person and a citizen in the course of processing of his personal data including protection of the rights to inviolability of private life, personal and family secret.

**Статья 3. Основные понятия, используемые в настоящем Федеральном законе**

В целях настоящего Федерального закона используются следующие основные понятия:

1) персональные данные - любая информация, относящаяся к прямо или косвенно определенному или определяемому физическому лицу (субъекту персональных данных);

2) оператор - государственный орган, муниципальный орган, юридическое или физическое лицо, самостоятельно или совместно с другими лицами организующие и (или) осуществляющие обработку персональных данных, а также определяющие цели обработки персональных данных, состав персональных данных, подлежащих обработке, действия (операции), совершаемые с персональными данными;

3) обработка персональных данных - любое действие (операция) или совокупность действий (операций), совершаемых с использованием средств автоматизации или без использования таких средств с персональными данными, включая сбор, запись, систематизацию, накопление, хранение, уточнение (обновление, изменение), извлечение, использование, передачу (распространение, предоставление, доступ), обезличивание, блокирование, удаление, уничтожение персональных данных;

6) предоставление персональных данных - действия, направленные на раскрытие персональных данных определенному лицу или определенному кругу лиц;

**Article 3. Basic Terms Used in This Federal Law**

The following basic terms are used for the purposes of this Federal Law:

1) personal data – any information pertaining to a particular or identifiable person (the personal data subject);

2) operator – a state body, a municipal body, a legal entity, or an individual, solely or jointly with others organizing and (or) carrying out personal data processing as well as determining the purposes of personal data processing, the content of the personal data subject for processing, actions (operations) performed with the personal data;

3) personal data processing – any actions (operations) or a set of actions (operations) performed with the help of automatic means or without the use of such means, with personal data including personal data gathering, recording, systematizing, accumulation, storage, refinement (updating, changing), extraction, use, transmission (distribution, provision, access), depersonalization, blocking, deletion, destruction;

6) personal data distribution – actions aimed at disclosure of personal data to a certain person or set of people;

**Статья 6. Условия обработки персональных данных**

**Article 6. The Conditions of Personal Data Processing**

1) обработка персональных данных осуществляется с согласия субъекта персональных данных на обработку его персональных данных;

1) personal data processing may be performed upon consent of the personal data subject for the processing of his personal data;

**Статья 7. Конфиденциальность персональных данных**

**Article 7. Personal Data Confidentiality**

Операторы и иные лица, получившие доступ к персональным данным, обязаны не раскрывать третьим лицам и не распространять персональные данные без согласия субъекта персональных данных, если иное не предусмотрено федеральным законом.

1. The operators and other persons which gained access to personal data shall not disclose it to third parties and shall not distribute it without the consent of the personal data subject unless otherwise provided for by a federal law.

**Статья 24. Ответственность за нарушение требований настоящего Федерального закона**


**Article 24. Liability for Breach of the Requirements of This Federal Law**

1. Лица, виновные в нарушении требований настоящего Федерального закона, несут предусмотренную законодательством Российской Федерации ответственность.

1. The persons guilty of breach of the requirements of this Federal Law, shall be liable in accordance with the laws of the Russian Federation.

**CERTIFICATE OF TRANSLATION**

I, Ekaterina Popova, am fully competent to translate from the Russian language into English, and certify that the translation of **Articles 2,3,6,7 and 24 of the Federal law dated July 27, 2006 No 152-FZ "On personal data" as amended on December 31, 2017**, attached hereto, is true and accurate to the best of my abilities.

 Ekaterina Popova  
Signature of Translator Name of Translator

Address of Translator:  
1835 Marker Street, 1717  
Philadelphia, PA 19103  
Telephone Number:  
215-569-8901

Commonwealth of Pennsylvania

County of Philadelphia

Sworn to before me this 27<sup>th</sup> day of September 2018

 Notary Public

