

/Logo: ASIA MED CONSULT/

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Moscow, 109004, Russia,
Primary State Registration Number (OGRN): 1137746433879
Taxpayer Identification Number (INN)/Tax Registration Reason Code
(KPP): 7709929540/770901001
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ORDER

January 9, 2025

No. 1

On the Approval of the Privacy Policy of "AsiaMedConsult" Limited Liability Company

IT IS ORDERED AS FOLLOWS:

1. To approve the Privacy Policy of "AsiaMedConsult" Limited Liability Company and make it effective from January 9, 2025 in accordance with the appendix hereto.
2. I reserve control over the execution of this order.

Appendix: Privacy Policy of "AsiaMedConsult" Limited Liability Company.

Director General

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V. V. Bogdanova

APPROVED

By Order No. 1 dated January 9, 2025
of Director General
of "AMC" LLC

Privacy Policy

The privacy policy of "AsiaMedConsult" Limited Liability Company (abbreviated name — "AMC" LLC (Taxpayer Identification Number (INN): 7709929540, Primary State Registration Number (OGRN): 1137746433879) (hereinafter referred to as the Administration) was developed in accordance with the provisions of the legislation of the Russian Federation and the Agreement on the Use of Website Materials and Services (User Agreement), located at: <https://asiamc.ru/> (hereinafter referred to as the Site).

The Privacy Policy of "AMC" LLC (hereinafter referred to as the Policy) is an appendix to the Agreement on the Use of Website Materials and Services (User Agreement) and an integral part thereof. By accepting the terms of the User Agreement, the User automatically accepts the terms of this Policy.

1. Terms and definitions

Parties — Administration and any User registered on the website <https://asiamc.ru/>.

Disclosing (Transferring) Party — a Party providing the other Party with access to Confidential Information that it owns, including by transferring Confidential information both on a tangible medium and on any electronic media or transmitted via the Internet, and/or requiring from the other Party to observe the confidentiality of information contained in materials developed by the other Party or transferred to the other Party during the execution of an agreement concluded by the Parties or during negotiations on the conclusion of an agreement.

Receiving (accepting) party — a Party receiving from the other Party the access to Confidential Information owned by the Disclosing Party.

Confidential information — information recognized as confidential in accordance with the legislation of the Russian Federation, local regulations of the Disclosing Party with which the Receiving Party is familiar, other information in relation to which the Disclosing Party requires to observe its confidentiality, including information specified as confidential in agreements between the Parties, including information constituting a commercial secret and information related to personal data.

Confidentiality of information — the requirement mandatory for a party that has gained access to certain information not to transfer such information to third parties without a prior written consent of its owner.

Information media — material objects, in which information constituting Confidential Information is displayed in the form of symbols, technical solutions and processes.

Transfer of Confidential Information — transfer of information, recorded as confidential, both on a tangible medium and on any electronic media, or transmitted via the Internet, by the Disclosing Party to the Receiving Party or by the Receiving Party to third parties with the consent of the Disclosing Party, as well as with the consent of other parties (*if obtaining their consent is stipulated*) or on another legal basis, subject to observing the confidentiality of the information.

Disclosure of Confidential Information — an action or omission as a result of which Confidential information in any possible form (oral, written, other form, including using technical means) becomes known to third parties without the consent of the Disclosing Party, as well as the consent of other parties (*if obtaining their consent is stipulated*).

1. General.

1.1. The Parties agree to consider the entire scope of information provided to each other within the framework of interaction when using the Site, registering the User, gaining access to the Site and using its functionality, as Confidential Information (to the extent permitted by the current laws of the Russian Federation — as a commercial secret).

1.2. Within the framework of this Policy, each party, depending on whether it discloses or receives Confidential Information, may act as either the Receiving Party or the Disclosing Party.

1.3. The provisions of this Policy shall apply to Confidential Information of the Party regardless of the type of medium on which it is recorded.

1.4. Information, the access to which is provided to the Receiving Party without transferring a tangible medium, and contained in the information resources used by the Disclosing Party, including the Site, the access to which is provided to the Receiving Party without transferring a tangible medium using the Internet, in any case is Confidential Information of the Disclosing Party, without additional indication (requirement) to observe its confidentiality.

1.5. Access to Confidential Information of the Disclosing Party via communication channels is provided on condition that the Receiving Party has secure information transmission channels.

1.6. Transfer and processing of Confidential Information related to personal data is carried out in accordance with the Constitution of the Russian Federation, Federal Law of the Russian Federation No. 152-FZ "On personal data" dated July 27, 2006, this Policy, and the Rules for Personal Data Processing., By agreeing to this Policy, Users guarantee compliance with requirements of current laws in terms of information protection.

2. Obligations

2.1. Each party receiving Confidential Information (the Receiving Party) from the other party (the Disclosing Party) shall not disclose the Confidential Information to anyone without the express permission of the Disclosing Party and shall take all reasonable measures to protect such information, including, in particular, the measures it takes to protect its own Confidential Information/trade secrets.

Providing Confidential Information to third parties when the Disclosing Party has the written consent of the other party to disclose it does not constitute disclosure.

2.2. The confidentiality conditions do not apply to information that:

- is or becomes generally known by no fault of the Receiving Party (subject to confirmation by appropriate evidence);
- received by the parties from third parties and publicly available sources of information, including, but not limited to, the Internet, without an obligation to observe its confidentiality;
- shall be disclosed by a party in accordance with the requirements of the current laws. Such information may be provided only to the bodies having the appropriate powers, in the manner established by the current laws.

2.3. The Administration takes technical and organizational-legal measures to ensure the protection of information that the parties provide (transfer, disclose) to each other during cooperation for providing access to the Site, and of the User's personal data from unauthorized or accidental access to them, destruction, modification, blocking, copying, distribution, as well as from other illegal actions, by internal checks of the processes of data collection, storage and processing and security measures, as well as the implementation of measures to ensure physical security of data to prevent any unauthorized access to the information and personal data.

2.4. The Administration has the right to aggregate, systematize and analyze the information received from the User, including Confidential Information, for the purpose of creating information and analytical reports of various types and databases. The Administration guarantees the non-distribution and safety of Confidential Information contained in the reports and databases in accordance with the Rules and current laws. The holder of exclusive rights to such information and analytical reports and databases as to intellectual property is the Administration.

2.5. The Receiving Party agrees to:

- use the disclosed information solely for the purpose of implementing interaction between the parties for the purpose of using the Application and providing access to the Site;
- limit the list of persons having access to Confidential Information exclusively to their employees, directly involved in the interaction in Rules implementation.

2.6. The Receiving Party agrees to observe the confidentiality with respect to Confidential Information of the Disclosing Party, including prevention of its disclosure and not using it to the detriment of the Disclosing Party, and to ensure special measures for the protection and use of Confidential Information of the Disclosing Party, while the level of protection of Confidential Information of the Disclosing Party shall not be inferior to the protection of the Receiving Party's own Confidential Information.

The Receiving Party has the right to independently determine the methods of protecting Confidential Information of the Disclosing Party.

3. Liability. Dispute resolution

3.1. For each violation of the obligations provided for by the Policy, the Receiving Party agrees to compensate the other party for documented actual damages arising as a result of such violation in full amount.

3.2. The Parties will attempt to resolve disputes and disagreements between the Parties related to the application and/or use of this Policy through negotiations. In case of failure to reach an agreement, disputes shall be considered in court, in accordance with the procedure established by the current laws of the Russian Federation.

3.3. When resolving disputes, the Parties shall apply the rules of the law of the Russian Federation.

4. Effective term. Other provisions

4.1. The Policy shall become effective and binding on the Parties from the moment the User accepts the terms of use of the Site, posted on the Site at: <https://asiamc.ru/> (joining the Rules).

In case of disagreement with the Policy terms, the User agrees to stop using the Site.

4.2. The termination of the Site use by the User does not release the Receiving Party from fulfilling the obligations undertaken in accordance with this Policy during the period of the Site use, with respect to Confidential Information of the Disclosing Party transferred to the Receiving Party prior to the termination of this Policy, and does not release it from the liability established by the legislation of the Russian Federation and this Policy.

4.3. The obligations established by the Policy in respect to Confidential Information protection are valid for 3 (three) years since Confidential Information transfer.

“AMC” Limited Liability Company (“AMC” LLC)

Registered address: 27, Alexandra Solzhenitsyna St., Floor 1, Facility III, Room 10, Moscow, 109004, Russia.

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