



**PT PERTAMINA ROSNEFT
PENGOLAHAN & PETROKIMIA**

CONFIDENTIALITY POLICY

No. PED-004/PRPP-130/2021-S0

Revision Number 0 1 2 3 4

**COMPLIANCE
PT PERTAMINA ROSNEFT PENGOLAHAN DAN PETROKIMIA**

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Approval & Stipulation Sheet

Approved

Board of Commissioners

No.	Title	Name	Signature
1	President Commissioner/ Independent Commissioner	Alexander Romanov	
2	Vice President Commissioner	Budi Santoso Syarif	
3	Commissioner	Amir Hamzah Siagian	
4	Commissioner	Alexander Zubchenko	
5	Commissioner	Beni Syarif Hidayat	

Stipulated

Board of Directors

No.	Title	Name	Signature
1	President Director	Kadek Ambara Jaya	
2	Director of Finance	Pavel Vagero	
3	Director of Development	Eriyadi	

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INTRODUCTORY PROVISIONS

PURPOSE

This Company's Policy establishes the requirements to recording, storing, using and destroying documents containing Confidential Information, as well as the rules of processing any data recognized by the Company as confidential.

This Policy was developed in compliance with Indonesian Law No. 30/2000 on Trade Secrets and Company's Information Policy.

SCOPE

The requirements of this Policy are binding upon all Company's employees.

No other internal documents shall be in conflict with this Policy.

VALIDITY AND AMENDMENT

This Policy is a permanent internal regulation.

This Policy shall be put into force, amended and terminated in by the Company's Board of Directors after approval by the Company's Board of Commissioners.

Introduction of amendments to this Policy may be initiated by the members of the Board of Commissioners, the Board of Directors, top management of the Company, and Compliance Manager.

Amendments to this Policy may be introduced in the following cases: changes in applicable laws of Indonesia concerning information security, changes in Company's organizational structure or executives' authorities, improvement of information security system, etc.

1. TERMS AND DEFINITIONS

CONFIDENTIALITY LABEL – a label or a mark, indicating confidential content of information, that may be applied to a tangible media.

ACCESS TO CONFIDENTIAL INFORMATION – familiarization of certain individuals with Confidential Information with consent of the owner thereof or on any other legitimate grounds on condition of maintaining confidentiality of such information.

TRADE SECRETS (KNOW-HOW) – information of any nature (production, technical, economic, organizational, etc.), including scientific and technological intellectual property, as well as information on methods of conducting professional activities, which may have actual or potential commercial value due to inaccessibility to third parties on legitimate grounds, and in relation to which the owner of such information introduces confidentiality.

CONFIDENTIAL INFORMATION – any information containing Company's Trade Secrets, sensitive business information dissemination and transfer of which should be restricted, insider information and personal data.

Note: List of Confidential Information is attached hereto.

UNRESTRICTED INFORMATION – information obtained from individuals or legal entities and not officially prohibited by them from distribution and processing (without any confidentiality label). Any information generated as a result of the Company's operations,

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not classified as confidential under the applicable laws of Indonesia, as well as any information declassified in accordance with corporate requirements.

TRANSFER OF CONFIDENTIAL INFORMATION – transfer of Confidential Information on tangible media by its owner to a contracting party under the terms of a contract (or on any other legitimate grounds), to the extent and subject to the conditions of such contract, including non-disclosure and confidentiality undertakings.

PROVISION OF CONFIDENTIAL INFORMATION – transfer of Confidential Information in electronic form or on tangible media by its owner to the state authorities, local authorities or other governmental agencies for the purpose of execution of their functions.

DISCLOSURE OF CONFIDENTIAL INFORMATION – any action or omission, as a result of which Confidential Information in any form whatsoever (verbal, written or otherwise, including with the use of any hardware), becomes known to third parties without consent of the owner of such information.

RELEASE OF CONFIDENTIAL INFORMATION –declassification of Confidential Information for the purpose of ensuring access thereto for all interested persons regardless of the purpose in compliance with established procedure, methods and time limits for publishing in printed sources, electronic mass media, as well as under written requests of interested parties.

COMMERCIAL CONFIDENTIALITY – legal, organizational, technical and other measures taken by the owner of Confidential Information, including trade secrets, to protect confidentiality thereof in accordance with Law No. 30/2000 on Trade Secrets.

CONFIDENTIALITY RESTRICTIONS – legal, organizational, technical and other measures taken by the Company to protect Confidential Information.

ELECTRONIC DOCUMENT PARTICULARS – a set of information on the structure and content of an electronic document, rejection or modification of which may result in damage to such electronic document. Electronic document particulars ensure, with the use of certain information technologies, accessibility, integrity, confidentiality and authenticity of information contained therein, and impossibility of denial of any actions taken with this information.

ELECTRONIC DOCUMENT – a documented information in electronic form, i.e. in a form suitable for acquiring with the use of computers, and for transmitting through information and telecommunication networks, or processing in IT systems.

ELECTRONIC CONFIDENTIALITY LABEL – electronic document particulars indicating a degree of confidentiality of information contained therein.

DIGITAL SIGNATURE – electronic information attached to other electronic information (signed information) or otherwise related to such information, and which is used for identification of a person signing such information.

PROTECTED INFORMATION – any information, containing tax secrets, bank secrets, restricted access information and any other non-public information, processing and distribution of which shall be performed on the basis of applicable laws.

CONTRACTING PARTY – a party under a civil law contract, to which the owner of Confidential Information transfers such information.

OWNER OF CONFIDENTIAL INFORMATION – the Company, represented by its

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employees, holding certain Confidential Information, restricting access to such information and applying confidentiality thereto.

LABELED MEDIA - external storage media (removable data media, other magnetic, optical or magnetic optical disks etc.) labeled for confidentiality.

LABELED ELECTRONIC DOCUMENT - a documented information in electronic form with electronic confidentiality label assigned by the IT system or, when an IT system capable of assigning electronic confidentiality labels is not available, providing a Trade Secret phrase and in the header of each page of such electronic document.

2. ACRONYMS AND ABBREVIATIONS

TRADE SECRET – a classification and a label requiring compliance with confidentiality requirements

COMPANY – PT Pertamina Rosneft Pengolahan dan Petrokimia.

CORPORATE EVENT (CE) — general meetings of shareholders, meetings of the Board of Commissioners, meetings of the Board of Directors.

RELEVANT TOP MANAGER – Company’s Top Manager responsible for Company’s certain area of activities within the limits of his/her authority.

INFORMATION SECURITY SOFTWARE – a combination of software tools and instruments used for resolution of various problems and protection of information, including prevention of leakage and ensuring security of protected information.

BUSINESS UNIT (BU) – structural unit of the Company with independent functions, objectives and liability within the limits of its competence.

TOP MANAGERS OF ROSNEFT – Company’s Deputy Directors, Vice Presidents, Function Managers and Chiefs, advisers and heads of business units.

3. RECOGNITION OF CONFIDENTIAL INFORMATION

This Policy establishes the rules of handling and using confidential information, and measures for protection of Confidential Information specified in the Lists of Confidential Information.

Confidential Information, including Trade Secrets, handled by the Company shall be protected in compliance with the rules set forth in this Policy.

Requirements to personal data protection are set forth in Company’s Personal Data Processing Policy and Guidelines on Personal Data Management.

In case certain information needs to be recognized as confidential, a Company’s relevant Top Manager may include it into the list of Confidential Information.

The following information shall not be recognized as Company’s Trade Secrets:

- contamination of environment, fire safety level, sanitary, epidemiological and radiation conditions, food safety and other factors affecting safe operations, safety of each individual and safety of people in general;
- number and composition of staff, remuneration plans, on working conditions, including occupational health, occupational injuries and disease rates, and job vacancies;

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- terms of tender bids or auctions for privatization of state property assets;
- list of persons entitled to act without the power of attorney on behalf of legal entity;

Information, representing Company's Trade Secrets is specified in the List of Trade Secrets (Appendix 1). Documents, containing such information, and processed directly by a Company's business unit, may be classified as Trade Secret by the head of such business unit.

Intellectual property, classified as a Trade Secret, is the subject of this Trade Secret owner's exclusive rights, while any tangible media with such information are the owner's property.

When intellectual property, containing Trade Secrets, is a result of activities of several persons, its protection shall be agreed between specified persons and shall comply with applicable laws of Indonesia.

Owner of Confidential Information shall take the necessary steps for prevention of any disagreements on protection of data, classified as Trade Secrets, being the product of activities of several persons.

4. ACCESS TO CONFIDENTIAL INFORMATION

4.1 ACCESS TO CONFIDENTIAL INFORMATION BY COMPANY'S EMPLOYEES

Access to Confidential Information shall be granted to Company's employees upon signing an employment agreement, familiarization with this Policy and signing a Confidentiality Statement (Appendix 2).

Any employee, granted with access to Confidential Information, shall:

- sign and fully comply with the requirements of Confidentiality Statement (Appendix 2);
- comply with confidentiality conditions;
- refrain from disclosing Confidential Information, belonging to the Company or its contracting parties and licensors, and refrain from using such information for personal purposes without prior consent of the owners;
- in case of expiry or termination of employment contract and in compliance with established procedure (Clause 5 herein), return all tangible media with Confidential Information to the Head of relevant business unit or, at his/her instruction, to another officer responsible for handling documents containing Confidential Information, or destroy/erase such information from such tangible media under supervision of an officer responsible for handling documents containing Confidential Information;
- present all of his/her documents and physical storage media with Confidential Information for inspection (notifying the relevant business unit Head) at the request of authorized representatives of Compliance Function, and, in case of violation of the prescribed rules of such data handling, provide relevant written explanations;
- get familiarized only with those documents, containing Confidential Information, and perform only those functional duties, assigned by the Head of relevant

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business unit;

- prevent access to Confidential Information by third parties (other than Company's employees) and other Company's employees, not legitimately assigned to handle such information;
- ensure access only to information, which is actually required when holding business negotiations with third parties, in compliance with the requirements of Clause 4.2;
- in case of actual disclosure of Confidential Information, loss of documents or any violation of the rules of handling such information, take measures preventing further disclosure, loss or violation of the rules of handling, and immediately report this to his/her direct manager.

Any Company's employee may be granted access to Confidential Information for fulfillment of functional duties stipulated in the approved job description in case of obtaining such Confidential Information or documents from their owner.

4.2 ACCESS TO CONFIDENTIAL INFORMATION BY CONTRACTING PARTIES

Contracting parties may be permitted to familiarize with and handle Confidential Information from a written consent of a Company's relevant Top Manager, or by virtue of a contract signed by the Company's President Director and/or an officer authorized for signing such documents under a power of attorney issued by the President Director in compliance with established procedure.

Contractual relations between the Company and contracting parties in terms of Confidential Information protection, shall be regulated by confidentiality agreements in a form adopted by the Company, Amendments to such form may be introduced with approval of the Compliance and Legal Functions. In certain cases, where contractual relations provide for disclosure and protection of Confidential Information, owned by contracting parties, such agreements may be concluded with consideration of the requirements of the disclosing party and with approval by the Company's Compliance and Legal functions.

On behalf of the Company the confidentiality agreements shall be signed by the President Director or another Company's Top Manager authorized by the President Director in accordance with established procedure.

In certain cases, with approval by the Company's Compliance and Legal functions, such relations may be regulated by a contractual confidentiality clause following the form adopted in the Company and approved by the Company's Compliance and Legal functions.

Any transfer of Confidential Information to contracting parties in the framework of established contractual relations shall be performed under a signed Delivery and Acceptance Report. On behalf of the Company such certificates shall be signed by the Company's President Director or another office authorized by the President Director.

In case Confidential Information is transferred electronically, the Delivery and Acceptance Report shall be confirmed on delivery

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4.3 ACCESS TO CONFIDENTIAL INFORMATION BY THIRD PARTY INDIVIDUALS

Individuals may be permitted to familiarize with and use Confidential Information upon agreement by the Company's relevant Top Managers or authorized officer and upon signing a confidentiality agreement using the form adopted in the Company. Confidentiality agreement with an individual shall be signed by officers listed in Clause 4.2 herein.

Confidential Information shall be transferred to individuals in the framework of established contractual relations under signed Delivery and Acceptance Report in a form attached hereto. On behalf of the Company such Report shall be signed by the officer with authorities of the Head of business unit. Third parties may get familiarized with Confidential Information through their duly authorized representatives acting under power of attorney and only upon signing confidentiality agreements.

5. HANDLING OF CONFIDENTIAL DOCUMENTS

Heads of Company's business units shall be held responsible for arrangement of Confidential Information handling and protection.

For protection of Confidential Information, the Heads of business units shall instruct each employee, who needs access to Confidential Information for performance of his/her functional duties, on the requirements of this Policy.

- Appoint employees responsible for filing, storing and copying of documents containing Confidential Information, and report this appointment in writing to the Compliance Manager;
- Arrange filing of all documents and media with Confidential Information in a Register indicating all relevant details, including document number, document name, sender, addressee, date, brief content, number of pages, etc.;

Arrange filing of persons granted with access to Confidential Information.;

Issue written instructions for familiarization of Company's employees with Confidential Information;

Ensure control over the performance of directly supervised employees engaged in filing, storing and copying of Confidential documents.

5.1 DOCUMENTING, STORING AND DESTRUCTION OF CONFIDENTIAL INFORMATION

Originals and copies of documents containing Confidential Information, qualified as Trade Secret, shall be filed by the employee responsible for filing, storing and copying of documents containing Confidential Information. All documents shall be filed in the Register. In the course of exchange of undocumented Confidential Information between the Company's employees with the use of IT systems, the flows of such information (including creation, copying, modification and destruction of information) shall be logged by the relevant IT system (log of system events) in accordance with its maintenance documentation.

The level of confidentiality shall be defined directly by the document originator on the basis of the Lists of Confidential Information specified in Appendices 1 and 2. Classification of a document as Trade Secret and assigning a Trade Secret label shall be

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approved by the Head of the Company's business unit or the Top Manager.

The document originator shall be personally responsible for failure to comply with confidentiality requirements in relation to such information.

Validity of confidentiality requirement shall be defined in each specific case by the document originator, either as a specific date, indefinite term or otherwise.

The first page and headers of each page of a document containing Confidential Information and, when a covering letter discloses the essence of Confidential Information, shall contain a Trade Secret confidentiality mark and a copy number. Confidentiality of such document shall remain in force until official disclosure or specific date).

When issuing a document, the reverse side of the last page in the left lower corner of each copy of the document shall be stamped with confidentiality mark and the copy number in red: "Trade Secret", duration of confidentiality and the following information: family name and initials of the document originator, phone number, reg. number of the document and number of pages. Due layout (stamping, number assignment etc.) of the document containing Confidential Information, shall be ensured by the employee responsible for registration, storing and copying of documents containing Confidential Information, upon registration of the document in the Register (Attachment 5).

Any drafts of documents containing Confidential Information shall be destroyed by the document originator upon adoption of the final document version Drafts of documents containing Confidential Information shall not be left unattended at the workplaces or on the monitor screens, or placed on insecure resources, etc.

Any movement of documents containing Confidential Information between the Company's business units shall be reflected in the Register.

Documents containing Confidential Information can be declassified on the grounds of:

- written decisions by the Company's Top Managers to recognize information as unrestricted;
- expiry of specific confidentiality term (if any);
- disclosure of Confidential Information by third parties being the owners of Confidential Information.

Upon expiry of confidentiality requirements, the document shall be declassified by the employee directly holding a copy of such document, making a relevant record in the Register.

Documents containing Confidential Information shall be destroyed with approval of the Head of the Company's business unit or Top Manager. The fact of document destruction shall be logged in the Register specifying the grounds, date of destruction, and shall be witnessed by the Compliance Manager. All the documents shall be destroyed beyond restoration.

Any external media with Confidential information (mass storage devices, magnetic, optical or magnetic-optical disks, magnetic tapes, etc.) shall be labeled for confidentiality by any of suitable methods, specifying the confidentiality label, registered number, date, copy number, name of the employee, making a proper record in the Register.

All incoming correspondence classified as Confidential Information or Trade Secret, shall be filed by the employee responsible for filing, storing and copying of documents

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containing Confidential Information. For this purpose, the number of pages and copies shall be checked, as well as availability of attachments specified in the accompanying letter. In case any documents are missing, the receiving officer shall issue a Discrepancy Report in two copies, signed by the employee responsible for filing, storing and copying of documents containing Confidential Information. One copy shall be forwarded to the sender.

Transfer of Confidential Information in electronic form from one medium to the other shall be performed only at workstations equipped with certified information security software.

Labeling documents containing Confidential Information shall be performed by assigning relevant electronic confidentiality label in accordance with the IT system maintenance documentation (recommended requirement in case the relevant functionality of the IT system is available).

When an IT system is not capable of assigning electronic confidentiality labels, the header of each page of the electronic document containing Confidential Information shall include shall include a Trade Secret label and document registered number.

In compliance with Clause 5.4 below, in course of exchange of Confidential Information, which was not properly documented, its confidential nature shall be identified by the originator by including a note: Trade Secret.

Handling of electronic documents containing Confidential Information recognized as Trade Secret, including drafting, updating, reproduction, duplication, distribution, transferring or storing, shall be allowed only with the use of IT systems certified for compliance with requirements to information security specified in the Company's policies and regulations concerning security of IT systems.

The integrity of electronic documents containing Confidential Information may be confirmed by digital signature. For this purpose, the electronic document shall be signed by digital signature of validating officer.

Any documents on tangible and external media, containing Confidential Information, shall be stored in the office premises in lockable cabinets.

Printed documents, containing Confidential Information, classified as Trade Secret, may be processed only in the office premises. Processing outside of office premises may be allowed only with consent of the Company's relevant business unit.

An employee responsible for filing, storing and copying documents containing Confidential Information, may be relieved of his duties under a Report of Handover of documents containing Confidential Information, approved by the Head of the Company's business unit. Any replacement of such employees shall be reported to the Compliance Manager in an internal memo.

In the course of its computerized processing the Confidential Information shall be protected in strict compliance with the requirements of this Policy. For this purpose, it shall be prohibited to:

- store the Confidential Information on unregistered media, including removable media and hard disks;
- process Confidential Information on workstations not equipped with certified information security software;

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- copy or Confidential Information either partially or in full to unauthorized media, including removable media and external hard drives;
- transfer electronic documents classified as Trade Secret, through communication channels and intranet without the use of certified information security software.

Any facts of storage of Confidential Information on unauthorized media shall be immediately reported to the direct supervisor or Head of business unit, taking measures for prevention of unauthorized disclosure of such information.

5.2 DISCLOSURE

Necessity in Confidential Information disclosure, the extent, form, time and method thereof shall be defined by the Company's relevant Top Managers in compliance with applicable laws of Indonesia and Company's interests.

The list of officers authorized to make public statements on the issues related to the Company's business at national and international conferences, forums, seminars, meetings of ministerial executive bodies and departments, bodies of executive and legislative branches of Indonesian Government and provincial governments, other public events; to participate in press-conferences, briefings, phone and video conferences; to give interviews, give comments for Indonesian and foreign mass media, financial and investment companies, is specified in Company's Information Policy.

When disclosure of Confidential Information is required to support the Company's operations and business transactions, and/or is relevant to protection of other Company's interests, such information may be disclosed as follows:

- The Head of the Company's business unit shall report to the Company's relevant Top Manager on necessity of disclosure;
- The relevant Top Manager, acting within his/her authority, shall decide on eligibility of disclosure of such information, and issue an approval/refusal. When disclosure of Confidential Information is beyond the relevant Top Manager's authority, then the decision shall be taken by the President Director;
- Upon approval of Confidential Information disclosure, the employee, responsible for filing, storing and copying of documents containing Confidential Information, shall make relevant records in the Register and files the authorizing;
- In case of necessity to place certain information in open information sources, the employee, disclosing such Confidential Information, shall first obtain a permission for such declassification from an authorized officer.

Disclosure of Confidential Information obtained on contractual or trust basis, or being the product of joint activities, may be allowed subject to the terms of such contract or trust agreement, or with prior consent of the contracting party.

5.3 PROVISION OF CONFIDENTIAL INFORMATION TO THE GOVERNMENT AUTHORITIES

Confidential Information shall be provided to the Government authorities and agencies only at justified request and on the grounds specified in the applicable laws of Indonesia, or at the initiative of the Company.

A justified request shall be signed by an authorized officer, describing the purpose and

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legal grounds for Confidential Information disclosure, as well as the time for delivery of such information, unless otherwise is required by applicable laws of Indonesia.

Information may be provided in compliance with applicable laws of Indonesia and/or subject to the terms of reached agreements at Company's initiative and without a justified request, if so required by the applicable laws of Indonesia and/or such agreements (or other documents ratifying such agreements).

Besides, such information may also be provided at the request of the courts, prosecution authorities, pretrial investigation agencies and inquiry bodies in connection with criminal or civil law cases, in in compliance with applicable laws of Indonesia.

Transfer of documents shall be performed in accordance with procedure specified in Clause 5.3 herein.

5.4 TRANSFER OF CONFIDENTIAL INFORMATION

Any transfer of Confidential Information or Trade Secrets between the Company's business units shall be recorded in the Register. Confidential Information may be transferred to the Government authorities, third-party legal entities or individuals on the basis of instructions of the Company's President Director or relevant Top Manager and underwritten approval or resolution by .

Transfer of Confidential Information to the State authorities, third-party legal entities or third-party physical persons shall be performed under a Delivery and Acceptance Report listing all the transferred data, documents and information

Confidential documents may be mailed by registered letters or parcels with acknowledgement of receipt.

When sending Confidential Information in electronic form via email channels Confidential Information shall be attached to the email message in a separate (archived and encrypted) file. The body of the email message shall contain a Confidentiality Disclaimer. Delivery and acceptance shall be acknowledged by the relevant addressee by return email message attaching a scanned copy of the signed Delivery and Acceptance Report.

Delivery and Acceptance Reports shall be properly stored.

Transfer of Confidential Information in electronic form through local computer networks or communication channels shall be performed only with the use of secure channels and workstations with information security software

When the requirements of the Company's internal regulations do not apply to the contracting parties or partners in part related to application of Information Security Software, then obligations on protection (including technical protection) of Confidential Information shall be set forth in relevant Confidentiality Agreements.

5.5 CONFIDENTIALITY IN THE COURSE OF PROCUREMENT OF GOODS, WORKS AND SERVICES

Company's business units, organizing and participating in procurement, shall ensure confidentiality of information contained in bidders' proposals, as well as in other documents containing information relating to price quotations from the date of quotation submission (issuance) to the date of winner selection.

Employees responsible for keeping the envelopes with the bidders' proposals, shall

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ensure their integrity till the date of their opening.

In case of electronic form of procurement, the procurement service, as well as other Company's participating units, shall ensure confidentiality of information contained in electronic bids, as well as integrity of files and electronic media with such files.

Negotiations between the procurement service and the bidders shall be confidential, and the content of such of negotiations shall not be disclosed to any other person without the consent of the bidder before the minutes of tender negotiations are issued.

In the course of negotiations all the participants shall maintain confidentiality and comply with the following requirements:

- Negotiations between the procurement service and each of the bidders shall be kept confidential (Company's procedures on procurement of goods and services;
- Neither party of negotiations is allowed to disclose to any other party any technical, pricing or other information related to such negotiations without prior consent of the other party before the date of official disclosure.

When a procurement procedure requires Confidential Information to be transferred to the bidders for preparation of the bids, then the Company shall sign confidentiality agreements with all such bidders in compliance with the Company's internal regulations on procurement, and the documentation may be made available in compliance with Clause 5.4 herein.

5.6 CONFIDENTIALITY IN PREPARATION AND APPROVAL OF DOCUMENTS TO BE REVIEWED BY THE BOARD OF COMMISSIONERS AND THE BOARDS OF DIRECTORS

Company's employees, involved in preparation and approval of documents to be reviewed by the Company's Board of Commissioners and the Board of Directors, and handling such materials, shall follow the provisions of this Policy, specifically:

- The following shall not be classified as Trade Secret:
 - Drafts/revisions of any documents related to the matters, proposed for review to the Board of Commissioners and the Board of Directors (drafts of the agenda, briefing notes, decisions, presentations, bulletins, communications, minutes of meetings, attachments, other documents, which are not final versions thereof).
 - Documents related to activities of the Board of Commissioners' and the Board of Directors' Subcommittees (briefing notes, decisions, minutes of the meetings, presentations, attachments), not being the Company's governing bodies.
- Drafts of documents related to the matters, proposed for review to the Board of Commissioners or the Board of Directors shall be handled with due degree of diligence and reasonableness to prevent unauthorized disclosure thereof.
- Decision to classify information as confidential shall be taken by the Top Manager - initiator of placing the matter before the Board of Commissioners or the Board of Directors in compliance with this Policy.
- The Corporate Secretary, responsible for handling the documents related to the

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matters, proposed for review to the Board of Commissioners or the Board of Directors:

- Shall not decide on classifying any received information as confidential;
- Shall not be held responsible for acceptance of materials, not classified as confidential by the initiating Top Manager, without marking such materials as Trade Secret.
- Such materials shall be circulated with due degree of diligence and reasonableness in order to prevent their unauthorized disclosure;
- Minutes of meetings of the Board of Commissioners or the Board of Directors shall be handled as Trade Secret, if they contain Confidential Information, but only after their issuance and signing by the President Commissioner of the Chairman of the Board of Directors.

Disclosure of certain issues/decisions, recorded in the minutes of meeting of the Board of Commissioners or the Board of Directors, shall not lift the confidentiality of such minutes as consolidated document containing other Confidential Information.

Minutes of the General Meetings of Shareholders shall be classified as Trade Secret.

- Abstracts from the minutes of meetings of the Board of Commissioners or the Board of Directors may be made available by the Corporate Secretary at the official request for relevant information.

6. CONFIDENTIALITY COMPLIANCE CONTROL

Control over compliance with confidentiality requirements shall be exercised for evaluation of its efficiency, identification of problems with handling confidential documents and potential channels of disclosure, investigation into the causes of violations of the requirements and elaboration of proposals aimed at response thereto.

Control over compliance with confidentiality requirements shall be exercised by the Company's business units through scheduled annual audits and unscheduled audits at the decision by the Compliance Manager.

Scheduled and unscheduled audits in shall be performed by the Company's Compliance Manager.

- Scheduled/unscheduled audits of the confidentiality compliance shall include inspection of servers and workstations subject to utilization of licensed data processing software and information security software.

Auditors and inspectors shall have the right to check all documents, registers and other tangible media containing Confidential Information, information filing and storing conditions, as well as interview and consult employees of the Company, request presentation of written explanations and reports on any issues subject to the audit. The audits shall be witnessed by the heads of the Company's relevant business units.

The audit results shall be documented in the Audit Report reflecting availability of documents containing Confidential Information, revealed problems, and proposals aimed at response thereto. The Audit Report shall be Compliance Manager.

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All and any cases of loss of documents or disclosure of Confidential Information shall be subject to internal investigation.

7. REFERENCES

1. Law No.30/2002 on Trade Secrets;
2. Company's Information Policy;
3. Company's IT Service Regulation on Security of General Information;
4. Company's IT Service Regulation on Security of Data;
5. Company's IT Service Regulation on Security of ICT Infrastructure;
6. Company's Policy on Procurement of Goods and Services;

8. APPENDICES

Appendix 1. List of information qualified as Trade Secrets

Appendix 2. Form of Confidentiality Statement

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APPENDIX 1. LIST OF INFORMATION QUALIFIED AS TRADE SECRETS

1. Management

- 1.1 Decisions of the Company's Board of Commissioners and the Company's Board of Directors, except for:
 - approval/dismissal of local regulations and amendments thereto (when commercial confidentiality does not apply to internal regulations in compliance with Item 1.6 below);
 - adoption of standard forms of corporate documents, approval (interim review) of incorporating documents, regulations on management, subsidiaries and/or representative offices of the Company, as the case may be, and amendments thereto;
 - other decisions not containing information classified as Trade Secrets.
- 1.2 Information disclosing the nature of the Company's position in cases of litigation and arbitration, where disclosure may incur damage to the Company.
- 1.3 Finalized documents, related to held business meetings and performed business trips of the President-Director, as well as finalized information materials prepared for this purpose (when confidential information was used in preparation of such materials).
- 1.4 Information on position salaries, additional payments and bonuses paid to certain Company's officers/employees.
- 1.5 Information on litigations, where the Company is a party to, except for information publicly disclosed in accordance with applicable laws.
- 1.6 Local regulations containing information specified in the Lists of Appendices 1 and 2 and classified as Trade Secrets by the decision of the Company's relevant Top Manager.

2. Plans, Scientific and Engineering Activities

- 2.1 Company's innovation-driven development programs.
- 2.2 Key technical and economic indicators under the approved Company's plans.
- 2.3 Details of design and engineering solutions generating positive economic effect, details of know-hows of the Company and its Licensors under development or being utilized.
- 2.4 Details of the Company's software and hardware, loss of which directly compromises information security (vulnerability analysis, major weaknesses, approved threat models, results of penetration tests, etc.).
- 2.5 Information on the status of trade secrets protection.
- 2.6 Approved plans of expansion or scaling-down of production including feasibility studies, technical and economic analysis.
- 2.7 Information on the Company's participation in new projects approved by the Company's management, approved technical and economic feasibility analysis, approved plans to enter new regions of operations before the official disclosure date.

3. Projects and Contracts

- 3.1 Company's negotiating position on terms and conditions of memorandums/protocols/agreements on joint activities with partners, agreements on strategic cooperation to be signed, as well as the actual terms and conditions of such documents prior to official disclosure by the Company and/or partner.

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- 3.2 Economic model of the project.
- 3.3 Contracts on interim financing.
- 3.4 Information on the amount of dividends distributed between the Shareholders.
- 3.5 Information on defaults of the Company or its bankruptcy.
- 3.6 Value and changes in the value of assets and liabilities of the Company.
- 3.7 Information on reorganization or liquidation of the Company.
- 3.8 Information on the facts of conclusion or termination of major contracts or other major transactions.

4. Meetings and Negotiations

- 4.1 Details of negotiations, goals, subject matter, results and decisions taken at the meetings with participation of the President-Director, except for information and resolutions of the President-Director being brought to the attention of employees.

5. Finance

- 5.1 Status of the Company's bank accounts and bank transactions, including daily balances of cash on the Company's accounts.
- 5.2 Terms and conditions of loan agreements.
- 5.3 Terms and conditions of pledge and claim assignment agreements, as well as provision of other security under loan agreements of the Company.
- 5.4 Terms and conditions of guarantees, issued by the Company.
- 5.5 Information on the status of the Company's loans.
- 5.6 Company's payments ledger.
- 5.7 Budget estimates of administrative expenses.
- 5.8 Approved figures of planned annual cashflow budget.
- 5.9 Approved or reviewed forecasts of future revenues, profits or losses.
- 5.10 Reports on evaluation of any subjects, recognized as confidential by the evaluation initiator due to potential negative effect for the Company in case of disclosure.
- 5.11 Substantial changes in financial results of the Company's activities.

6. Market, economy and operations

- 6.1 Information on original methods of market assessment applied by the Company.
- 6.2 Information on market survey results containing evaluation of the market conditions and development prospects.
- 6.3 Approved Strategy of the Company.
- 6.4 Information on original sales methods applied by the Company.
- 6.5 Information on the Company's planned or approved CAPEX, new fixed assets and volumes of construction in progress.
- 6.6 Procurement plans.
- 6.7 Export sales volumes and products marketing options.
- 6.8 Procedures and volumes of export and import transactions financing.
- 6.9 Reports on inspections and audits of the Company's financial activities.

7. Property and corporate governance

- 7.1 Information on the Company's ownership rights restrictions.
- 7.2 Information on transactions with property, resulting in acquisition (alienation) of ownership rights (or other rights) of the Company.
- 7.3 Information on intellectual property assets.
- 7.4 Information on substitution of the Company's auditor.
- 7.5 Actions of state authorities and competitors in relation to the Company, information

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on which may have actual or potential commercial value in virtue of its inaccessibility to third parties on legitimate grounds.

- 7.6 Substantial changes in composition of the Company's major shareholders.
- 7.7 Planned changes in composition of the Company's governing bodies.
- 7.8 Results of evaluation of activities of the Company's Board of Commissioners and Board of Directors.

8. Transactions with assets and property

Sales of assets or property:

- 8.1 Results of assets or property evaluation.
- 8.2 Contents of information memorandums and data rooms on relevant asset or property. Information memorandums, data rooms and other information on disposed assets or property may be made available to the bidders only upon signing confidentiality agreements.
- 8.3 Details of the bidders' offers.
- 8.4 Company's negotiating position relating to terms and conditions of transactions and terms and conditions of proposed transaction as such, except for transactions executed by way competitive tenders.
- 8.5 Consultants' reports on any aspects and stages of transactions.

Assets or property acquisition:

- 8.6 Details of the Company's strategic interests and results of any preliminary analysis for selection of assets or property potentially attractive for acquisition.
- 8.7 Details of any preliminary negotiations with sellers (including the fact of such negotiations), any preliminary analysis and evaluation.
- 8.8 Results of pre-investment evaluation of the asset and of its market value prior to closing the transaction.
- 8.9 Materials/presentations proposed for approval of transactions to the Company's Board of Commissioners and Board of Directors.
- 8.10 Details of the offers sent by the Company to the sellers.
- 8.11 Company's negotiating position on the terms and conditions of transactions, as well as the terms and conditions as such.
- 8.12 Consultants' reports on any aspects and stages of transactions.

9. Partners and Contracting Parties

- 9.1 Data on domestic and foreign customers, contractors, suppliers, consumers, buyers, partners, sponsors, clients and other business partners of the Company, and on its competitors, which is not available from open sources (reference books, catalogues etc.).
- 9.2 Information containing Trade Secrets of contracting parties and data provided on a trust basis.
- 9.3 Information, the confidentiality of which is prescribed by contracts, agreements and other commitments of the Company.

10. Geodesy and Cartography.

- 10.1 Drafts of land plots boundaries, where the Company is going to obtain leasing rights or introduce a construction servitude.

11. Prices

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11.1 Details of calculation methods, the price structure, level of prices for the products in export transactions, and discount rates.

12. Protection of Information

12.1 Standard technical regulations relating to technological protection of information.

12.2 Details of information security system in general, its components and specifications, plans, flowcharts, diagrams, setting charts of any hardware used for information protection.

12.3 Network architecture, addresses, user names (logins) and passwords for access to IT systems, telecommunication and server hardware.

12.4 Directives, instructions and decisions of the Board of Directors containing information listed above.

12.5 Details of the system, tools and methods of cryptographic protection of information.

12.6 Passwords and cryptographic keys used for protection of Confidential Information in computerized systems.

13. Economic Security

13.1 Plans of activities ensuring economic security of the Company.

13.2 Reports on results of Security and Compliance Function activities.

13.3 Results of internal investigations.

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APPENDIX 2. CONFIDENTIALITY STATEMENT

CONFIDENTIALITY STATEMENT

This Agreement is made on [date] by:

Name :
 ID/Pass No. :
 Address :
 Company/Institution :

Hereby declare that I will fulfil and guarantee the confidentiality of PT Pertamina Rosneft Pengolahan dan Petrokimia (PRPP) and PT Pertamina (Persero) and its Affiliates (hereinafter referred to as the Company) as follows:

1. CONFIDENTIAL INFORMATION

a. Company Information

I confirm that protection of the Company's Confidential Information and goodwill is of utmost necessity and that I agree that I shall not, directly or indirectly, except where authorized by the competent authority of the Company for the benefit of the Company at any time divulge, communicate or disclose to any persons, firms, corporations, companies, governmental entities or agencies or any other entities, other than the Company ("Third Parties"), or use or cause or authorize any Third Parties to use except for the benefit of the Company.

b. Former employer Information

I agree that I will not, during my employment or association with the Company, improperly use or disclose any proprietary information or trade secrets of any former employer or Third Parties and that I will not bring into the premises of the Company any unpublished document or proprietary information belonging to any such employer or Third Parties unless consented to in writing by such employer or Third Parties.

c. Third Party Information

I recognize that the Company has received and in the future will receive from Third Parties, which may or may not be the customers or prospective customers of the Company, their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company in conformity with the Company's agreement with such Third Party.

d. Employee Receiving Confidential Information

I acknowledge that I have been provided with information about the Company during the term of my employment or association with the Company (including any renewals or extensions) and my employment or association will continue to bring me into close contact with confidential affairs of the Company. Thus, I acknowledge that by reason of my employment or association with the Company, I will acquire Confidential Information.

e. Acknowledging Importance of Confidential Information

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I acknowledge that all Confidential Information is of great value to Company, and essential to preservation of the business and the goodwill of the Company.

f. Confidential Information: This includes all

- 1) Production processes, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedure, financial information, funding information, customer and prospect names and requirements, employee, customer, agents, supplier and distributor data, business strategies, plans, assets, liabilities, revenues, profits price lists and other material or information relating to the Company's business and the manner in which the Company carries out its business;
- 2) Computer software that is present or in the future, that is being modified, completed, or version that is available for it, and all products in the future that is being developed on behalf it is based on;
- 3) Source and object code, flowcharts, algorithms, coding sheets, routines, subroutines, compilers, assemblers, design concepts and related documentation and manuals. Discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, products, patents, inventions, computer-related equipment or technology, techniques, "know-how, designs, drawings and specifications, procedures, methods, designs, strategies and any other information required for carrying out the business of the Company. These shall also include any information about the customers and clients of the Company;
- 4) All other materials or information related to the business or activities of the Company, which are not generally known to others engaged in similar businesses or activities;
- 5) All ideas which are derived from or related to my access to or knowledge of any of the enumerated materials and information;
- 6) All information about or belonging to suppliers and clients of, and all parties to any agreement, the Company which would be confidential information pursuant to the above definition if such other parties were in the position of the Company;
- 7) The markets, customers, prospective customers (whom Company has contacted, made sales presentations, provided bids, or otherwise specifically solicited during the Term hereof), suppliers, vendors and employees of the Company, records of transactions, and other information concerning the business of Company. Such customers or prospects shall include, but not limited to customers of the Company on whom I called or with whom I became acquainted while being associated with the Company;
- 8) The absence of any marking or statement that particular information is Confidential Information shall not affect its status as Confidential Information.

I understand that Confidential Information for this purpose shall mean and include all information, regardless of the form and whether oral, written, stored in a computer database or otherwise, which has been disclosed by the Company or any of its employees or promoters to myself. I understand that Confidential Information does not include any of the foregoing items, which has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved. I hereby accept the responsibility for maintaining the secrecy and confidentiality of such Information and

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all portions thereof during the term of my employment or association with the Company and thereafter following the termination of my employment or cessation of my association with the company and recognize without any objection or protest the unequivocal right of the Company to ascertain from my employers of any breach or threatened breach by me of this undertaking.

2. OWNERSHIP OF CONFIDENTIAL INFORMATION

a. Company Property

All rights, title and interest in all Confidential Information shall be and remain the exclusive property of the Company including all Confidential Information developed in whole or in part by me during my assignment with the Company, I agree and shall assign to the Company all right, title and interest I may have in such Confidential Information and to execute any instruments and to do all other things reasonably requested by the Company both during both during and after my tenure with Company in order to vest more fully in the Company all ownership rights in Confidential Information transferred by me to the Company.

a. Copyright

If any one or more of the items described above are protected under the copyright laws and international copyright treaty and are deemed in any way to fall with the definition of work made for hire, the copyright of which shall be owned solely, completely and exclusively by the Company. If any one or more of the items are protected by categories of work covered by the work made for hire definition contained under any relevant law of any nation or jurisdiction, such items shall be deemed to be assigned and transferred completely and exclusively to the Company by the execution of this Agreement.

b. Materials

All notes, data, tapes, reference items, sketches, drawings, memoranda, records and other materials in any way relating to Confidential Information or otherwise to the Company's business shall belong exclusively to the Company, and I shall return to the Company all copies of such materials in my possession or under my control at the request of the Company or, in the absence of such a request, upon the termination of my employment or cessation of my association with the Company. This section will be enforceable against my heirs, successors and assigns.

3. PROPRIETARY INFORMATION

a. Return of Proprietary Information

Upon termination of my employment or cessation of my association with the Company, for any reason, I shall immediately turn over to the Company any "proprietary information," as defined below. I shall have no right to retain any copies of any material qualifying as "proprietary information" for any reason whatsoever after termination of my employment or cessation of my association with the Company, without the express written consent of the Company.

b. Non-Disclosure

It is understood and agreed that, during my employment hereunder and through my activities for and on behalf of the Company, I will receive, deal with and have access to the Company's "proprietary information" and I hold the Company's

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"proprietary information" in trust and confidence for the Company. I agree that I shall not, during the term of this Agreement or thereafter, in any fashion, form or manner, directly or indirectly, retain, make copies of, divulge, disclose or communicate to any person, in any manner whatsoever, except when necessary or required in the normal course of my employment hereunder and for the benefit of the Company or with the express written consent of the Company, any of the Company's "proprietary information" or any information of any kind, nature or description whatsoever concerning any matters affecting or relating to the Company's business.

c. Proprietary Information Defined

For purposes of this Agreement, "proprietary information" means and includes the following: the identity of clients or customers or potential clients or customers of the Company; any written, typed or printed lists or other materials identifying the clients or customers of the Company; any financial or other information supplied by clients or customers of the Company; any and all data or information involving the techniques, programs, methods or contacts employed by the Company in the conduct of its business; any lists, documents, manuals, records, forms, or other material used by the Company in the conduct of its business; any descriptive materials describing the methods and procedures employed by the Company in the conduct of its business; and any other secret or confidential information concerning the Company's business or affairs. The terms "list" and "document" (or their equivalent) as used in this Section are not limited to a physical writing or compilation but also include all information whatsoever regarding the subject matter of the "list" or "document," whether or not such compilation has been reduced to writing.

4. RETURNING COMPANY DOCUMENTS

I agree that, at the time of leaving the employment or on the cessation of my association with the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) all Confidential Information, Proprietary Information or Inventions or reproductions of any items developed by me pursuant to my employment or association with the Company or otherwise belonging to the Company.

5. PROTECTION OF SYSTEMS & ENVIRONMENT

I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work-related Policies of the Company such as E-mail & Internet usage Policy, Information Security Policy etc., and their modifications from time to time. I understand that as part of my job requirement.

I may be required to or would have access to Company's and Company customer's work and computer environment and as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, digital rights management tool (including without limitation so-called DRM kits), malicious logic, worm, trojan horse, trap door,

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or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems, unless specifically and expressly directed in writing by the Company to do so.

I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

6. NOTIFICATION TO NEW EMPLOYER

If I leave the employment or if my association with the Company ceases, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this undertaking.

7. REPRESENTATIONS

I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment or association with the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

8. GENERAL PROVISIONS

a. Governing Law

Consent to Personal Jurisdiction: The laws of the Republic of Indonesia (and other local laws) shall govern this Agreement. I hereby expressly consent to the jurisdiction of such competent courts in Indonesia (and any other country, as applicable) for any lawsuit filed there against me by the Company arising from or relating to this Agreement.

b. Entire Agreement

This Agreement and my employment agreement with the Company set forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior agreements and discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

c. Severability

If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

d. Validity Period

All provisions in this Agreement are valid from the signing of this Agreement and will remain valid for at least 5 (five) years after the end of the employment

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relationship or the end of my association relationship with the Company and / or mentioned in other policies within the Company.

Agreed and accepted by:

PT Pertamina Rosneft
Pengolahan dan Petrokimia

Name:
Occupation:

Name:
Occupation:

Note: please attach a copy of ID and letter of appointment from company/institution

Prepared by:	Approved by:
Compliance Manager	President Director
Vladislav Smetanin	Kadek Ambara Jaya
Dated: 22/02/2020	Dated: 22/02/2020