LLP "BORUSAN MAKINA KYRGYZSTAN"

APPROVED BY:
General Director
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«18» November 2025

REGULATION
On Protection of Confidential Information and Personal Data

BMKG- REG-09/02

Edition № 1

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Sınıflandırma: İş Ortaklarına Özel
Classification: Partner Confidential

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1. General Provisions

1.1. These Regulations on the Protection of Confidential Information and Personal Data (hereinafter referred to as the Regulations) regulate issues related to the handling of confidential information created, received, and/or distributed in connection with the activities of Borusan Makina Kyrgyzstan Limited Liability Company (hereinafter referred to as the Company), as well as individuals who are in labor or civil law relations with the Company, in which the Customer under the contract is the Company (hereinafter collectively referred to as Employees).

1.2. The Regulation has been developed in accordance with the Civil Code of the Kyrgyz Republic, the Law of the Kyrgyz Republic "On Commercial Secrets" dated 30 March 1998, No. 27, the Law of the Kyrgyz Republic "On Personal Information" dated 14 April 2008, No. 58, as well as other regulatory legal acts containing legal norms regulating the handling of information, including restricted access information.

1.3. The provisions of these Regulations shall not apply if, for any reason, they conflict with applicable law. Issues covered by such regulations shall be resolved in accordance with the law.

1.4. These regulations shall be published on the Company's official website. In the event of any changes being made to them, the updated version shall be published in place of the previous one. The original copy of the Regulations (including all subsequent amendments and additions) is kept in the Company's Human Resources Department.

2. Key Terms Used in these Regulations.

2.1. Confidential information means:

2.1.1. Information constituting the Company's commercial secret, which is understood to mean information of any nature that has actual or potential commercial value due to its unknown nature to third parties, to which third parties do not have free access on legal grounds, and in relation to which the Company has introduced a commercial secret regime.

2.1.2. For the purposes of these Regulations, commercial secrecy is understood to mean a regime of confidentiality of information that allows a Company, under existing or possible circumstances, to increase its income, avoid unjustified expenses, maintain its position in the market for goods, works, or services, or obtain other commercial benefits.

2.1.3. At the same time, commercial secrecy shall not apply to information that cannot be recognized as a commercial secret by law.

2.1.4. The commercial secrecy regime may be established by the Company in accordance with the procedure provided for by applicable law, including, but not limited to, in relation to information about:

1) The state of bank accounts; fixed assets and intangible assets (property and intangible assets of the Company that are used in its activities and are capable of generating income from their ownership and use over a long period of time (at least one year), including, but not limited to, machinery, tools, vehicles, real estate, patents, licenses or copyrights, trademarks, and the like); the specifics of the transition of the Company's working capital from cash to goods and vice

versa; the structure of accounts receivable and accounts payable; other financial information about the Company (except for information subject to mandatory disclosure and information that cannot be classified as a trade secret;

2) Methods used by the Company to study the market and conduct sales; domestic and foreign customers, suppliers, and other contractors of the Company, including their names, contact persons, and addresses (except for information contained in open sources and/or subject to mandatory disclosure).
3) In the methods of calculation, structure, and level of prices for the Company's goods, works, and services (except for those whose performance (provision) is the subject of a public contract);
4) The purposes, objectives, and characteristics of the technologies developed and used, the Company's projects and plans, diagrams, drawings, and methods of their implementation; diagrams of communication networks, software and hardware used, and equipment;
5) The structure of the Company, internal interaction between its divisions and Employees (except for information on the number and composition of persons employed by the Company, the remuneration system, working conditions, including occupational health and safety, occupational injury and occupational disease rates, and the availability of job vacancies).

2.1.5. Personal data of Employees and individuals who are counterparties of the Company, as well as representatives of counterparties of the Company that are legal entities (except for information that is publicly available), which has become known to Employees in connection with the performance of their job duties or obligations under civil law contracts;
For the purposes of these Regulations, personal data means any information relating directly or indirectly to a specific or identifiable individual.

2.1.6. Information in relation to which the Company has undertaken obligations to third parties to maintain its confidentiality;

2.1.7. Information provided by the Company to the Employee for the purpose of performing their job duties or obligations under a civil law contract, as well as information provided for these purposes by third parties, including the Company's counterparties;

2.1.8. Information that, in accordance with applicable law, constitutes other legally protected secrets.

2.2. Information that may be freely disseminated by virtue of law or contract, including information that is publicly available or subject to mandatory disclosure, shall not be considered confidential, regardless of whether it is confidential in accordance with clause 2.1 of these Regulations.

2.3. Confidential information is considered to have been obtained lawfully if it has been obtained from its owner based on a contract or other legal grounds.

2.4. Confidential information is considered to have been obtained illegally if it was obtained by deliberately circumventing the measures taken by the owner of such information to protect its confidentiality, as well as if the person receiving this information knew or

had sufficient reason to believe that this information was confidential and/or that there was no legal basis for transferring this information.

2.5. Disclosure of confidential information means actions or omissions by an Employee that result in such information in any form (verbal, written, or other, including using technical means) becoming known to third parties without the consent of the Company or the individual specified in clause 2.1. 2. of these Regulations, without legal grounds or as a result of improper consent of the Company or the individual specified in clause 2.1.2. of these Regulations, without legal grounds or as a result of improper performance of their job duties or obligations under a civil law contract.

2.5.1. An action or inaction by an Employee committed with legislative permission or instruction, or with the duly obtained consent of the Company or the individual specified in clause 2.1.2 of these Regulations, as a result of which confidential information became known to third parties, shall not constitute disclosure of confidential information.

3. Rights and Responsibilities of the Company and Employees

3.1. The Company has the right to:

3.1.1. Classify certain information as information constituting a commercial secret, to determine the list and composition of such information – in the manner, on the grounds and within the limits provided for by the current legislation;

3.1.2. Process the personal data of the Company's employees and individual contractors in accordance with the law for the purpose of performing the contracts concluded between them and to the extent necessary and sufficient for this purpose;

3.1.3. Use information considered confidential for your own needs in a manner that does not conflict with applicable law;

3.1.4. Permit or prohibit access to confidential information, to determine the procedure and conditions for access to it, within the limits established by applicable law;

3.1.5. Require legal entities and individuals who have gained access to confidential information, government agencies, other state bodies, local government bodies to whom such information has been provided, as well as persons who have gained access to it as a result of accidental or mistaken actions, to comply with their obligations to protect the confidentiality of the information they have received;

3.1.6. Defend their rights in accordance with the law in the event of disclosure, unlawful acquisition, or unlawful use of confidential information by third parties, in particular, to claim compensation for related losses, including by way of recourse in the case provided for in clause 3.2.2. of these Regulations.

3.2. Company is obliged to

3.2.1. In accordance with the procedure and on the grounds provided for by applicable law (including on the basis of a court order that has entered into legal force), upon a reasoned request from a public authority, other state body, local government body, or other authorized person, to provide them with confidential information free of charge;

3.2.2. Be liable to third parties whose information, constituting a legally protected secret and relating to confidential information, has been disclosed by Employees;

3.2.3. Create the necessary conditions for keeping confidential information secret when handling it, take all reasonable measures to prevent the disclosure of confidential information and its unlawful acquisition by third parties;

3.2.4. Take immediate action upon receiving reports from Employees about any situations that have led or could lead to the disclosure of confidential information and its unlawful acquisition by third parties.

3.3. Employee has the right to:

3.3.1. Access confidential information of the Company in accordance with the procedure and on the grounds provided for by applicable law and these Regulations;

3.3.2. Work with confidential information obtained by lawful means, to the extent necessary and sufficient for the proper performance of their job duties or obligations under a civil law contract;

3.3.3. Require the Company to assist in keeping confidential information secret.

3.4. Employee is obliged to:

3.4.1. Not disclose confidential information that has become known to him in connection with the performance of his job duties or obligations under a civil law contract;

3.4.2. Comply with special requirements for maintaining confidentiality of information established by law or local regulations of the Company, and in the absence thereof, take all reasonable measures to do so;

3.4.3. Immediately report to Company management all situations that have led or could lead to the disclosure of confidential information or its unlawful acquisition by third parties, including, but not limited to, cases of loss (theft and shortage) of physical media containing such information (including keys to safes and specialized rooms where such media are stored) and attempts by third parties to illegally access confidential information, including Employees who do not need such information for the proper performance of their job functions or obligations under a civil law contract;

3.4.4. Immediately after termination of the contractual relationship with the Company, transfer to it all media containing confidential information received from it and delete all such information from media belonging to him;

3.4.5. Refrain from disclosing confidential information for a period of 5 (five) years from the date of termination of contractual relations with the Company.

3.5. Employee shall not have the right to:

3.5.1. Use confidential information for personal gain or for the benefit of third parties, including the Company's counterparties;

3.5.2. Disclose confidential information to third parties, publish it in publicly available sources, or otherwise create conditions for the unlawful acquisition of such information by third parties;

3.5.3. Appropriate and remove physical media containing confidential information from the Company's premises and territory;

3.5.4. Transmit confidential information via communication networks if such transmission may contribute to its disclosure or unlawful acquisition by third parties.

4. Final Provisions

4.1. These Regulations shall come into effect upon approval by the head of the Company;

4.2. Issues related to the handling of confidential information. Matters not covered by these Regulations shall be governed by applicable law and/or the agreement concluded between the Company and the Employee.

4.3. These Regulations shall have the force of a local regulatory act for persons who are in an employment relationship with the Company. Its text is brought to the attention of each such person. What is noted in the acknowledgment sheet, certified by a personal signature. From this moment on, the requirements of the Regulations become binding on the specified person.

4.4. These Regulations shall have the force of an accession agreement for individuals who are in civil law relations with the Company, if the Company is the customer under the agreement with them. Its text shall be brought to the attention of each such person, as well as any person wishing to enter into a contract of this kind with the Company. The conclusion of a civil law contract with the Company by such a person (not the termination of an existing contract) shall be deemed as their agreement to all the terms and conditions of these Regulations and their accession to them as a contract.

4.5. The Company shall have the right to unilaterally amend the text of these Regulations, with mandatory subsequent publication of the amended version on the official website. The revised text specifies the date on which it comes into force, and publication is carried out in such a way that the period between publication and the entry into force of the new version of the Regulations is reasonable and sufficient for Employees who monitor the above changes independently to familiarize themselves with it. From the date of entry into force of the amended version of these Regulations, Employees shall be deemed to have familiarized themselves with it.

4.6. For violation of the requirements of these Regulations, the Employee may be held liable under civil, administrative, or criminal law, as provided for by applicable law, and a person in an employment relationship with the Company may also be held liable under disciplinary and/or material liability.

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Document Review Log

№	Review date	Reviewed By		Decision (Sections Valid or Subject to Change)
		Full Name and Position	Signature	

Record of Document Reviews

Change №	Review date	Re-vised section	Summary of Changes	Name and Title of Per-son Making the Change

Document Acknowledgment Sheet

№	Department Name	Full Name and Positions	Date	Signature
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