

## NON-DISCLOSURE AGREEMENT

concluded pursuant to the provisions of Article 269 paragraph 2 and Article 271 of the Act no. 513/1991 Coll. the Commercial Code as amended (hereinafter referred to as the “**Commercial Code**”) between the parties of the agreement:

### 1. Providing Party

**eustream, a.s.**

Registered office: Votrubova 11/A, 821 09 Bratislava, Slovak Republic  
Incorporated in: Business Register of the District Court Bratislava I.,  
Slovak Republic, Section: Sa, Insert No: 3480/B

Represented: Ing. Viliam Križan, Head of Procurement and Logistics

Company ID: 35 910 712  
VAT ID: SK2021931175  
Tax ID: 2021931175  
Bank details I.: VÚB, a.s.  
SWIFT (BIC): SUBASKBX  
IBAN: SK72 0200 0000 0000 0110 1153  
Bank details II.: Tatra banka, a.s.  
SWIFT (BIC): TATRSKBX  
IBAN: SK78 1100 0000 0029 3570 0511  
Contact person: Ing. Martin Mikula, Procurement Expert

(hereinafter referred to as the “**Providing Party**”)

**and**

### 2. Receiving Party

Registered office:  
Incorporated in:  
Represented:  
Company ID:  
VAT ID:  
Tax ID:  
Bank details I.:  
SWIFT (BIC):  
IBAN:  
Contact person:

(hereinafter referred to as the “**Receiving Party**”)

(The Receiving Party and the Providing Party hereinafter commonly referred to as the “**Agreement Parties**”).

## Preamble

The Receiving Party has requested to make available information and documents concerning the preparation and submission of a tender under the contract award procedure for replacement of hydraulic parts of electric driven centrifugal natural gas compressors type 650-21-2 (hereinafter referred to as the "**Purpose**").

The Providing Party shall provide the Receiving Party with information and documents concerning the replacement of hydraulic parts of electric driven centrifugal natural gas compressors type 650-21-2 under the terms and conditions set forth in this Non-disclosure agreement (hereinafter referred to as the "**Agreement**").

The Providing Party shall provide some confidential information to the Receiving Party in relation to the Purpose..

The Providing Party is interested in maintaining the confidentiality of the content of any and all information and documents that will be made available by the Providing Party to the Receiving Party. The purpose of this Agreement is to ensure the confidentiality of the information defined by this Agreement and the declaration of the Agreement Parties on the legal nature of the provided information.

In order to protect the information, the Providing Party requires that the Receiving Party undertakes to maintain the confidentiality of any information provided in connection with the Purpose of this Agreement.

The Agreement Parties, taking into account strictly confidential nature as well as ownership of important information, have hereby agreed to the following Agreement:

### Article I. Subject of the Agreement

1. This Agreement governs the terms and conditions under which the Providing Party shall make available confidential information to the Receiving Party in relation to the performance specified above for the Purpose set forth herein. The Agreement Parties have further agreed that the obligations under this Agreement shall also apply to confidential information that was eventually made disclosed prior to the conclusion of this Agreement. The Agreement Parties further agree that confidential information as defined in this Agreement shall be treated as a trade secret within the meaning of para 17 of the Commercial Code
2. The Parties agree that, for the purpose of this Agreement, "confidential information" shall mean and include any and all information, data or knowledge disclosed to Receiving Party or provided in connection with the performance as defined above, regardless of whether it is in tangible or intangible form, whether expressed orally,,in writing or in any other form, even if it is not explicitly designated as confidential, in particular commercial and financial information and data, technical information, drawings, studies and know-how (hereinafter referred to as the "**confidential information**").
3. The Receiving Party is obliged to maintain all the confidential information in secrecy and confidence and not to disclose the confidential information to any third party exempt for those third parties cooperating with the Receiving Party in elaboration of the revert within the market research. Such persons must, however, agree in writing to a nondisclosure agreement with no less restrictive terms than this Agreement. The Receiving Party is obliged to inform the Providing Party without any undue delay, if it learns that the confidential information has been disclosed to a third party illegally.
4. The confidential information provided by this Agreement is and shall remain sole property of the Providing Party. Neither the fact specified in this Agreement nor the disclosure of confidential information by the Providing Party shall be deemed to grant any permission or assignment of any rights to use the confidential information provided to the Receiving Party, contrary to the provision of this Agreement

## Article II. Obligations of the Receiving party

1. The Receiving Party undertakes to keep confidential any confidential information received from the Providing Party, to protect it from making it available to third parties and to treat it as strictly confidential. The Receiving Party agrees that, in the event of disclosure, the Receiving Party shall be liable for a breach of this obligation by a third party, as if it had been breached by itself.
2. Notwithstanding any other obligations and/or undertakings under this Agreement, the Receiving Party undertakes to:
  - (a) ensure that the obligation resulting from this Agreement shall be observed by all employees and cooperating third parties. The cooperating third party and Receiving Party's employees having access the confidential information, have to be bound contractually to keep the confidential information as confidential to the same extent as stipulated by this Agreement.
  - (b) limit / restrict access to the confidential information only to those employees, advisors or subcontractors, who need such access to this information with regard to the Purpose, and shall assure that the respective persons shall observe in full the obligations resulting from this Agreement to the extent as if they were Receiving Party's agreement parties;
  - (c) neither reproduce, keep or spread confidential information nor allow the confidential information to be reproduced, kept or spread except for the cases when the reproduction, keeping or spreading of such information is required for the Purpose;
  - (d) protect business interests of the Providing Party and take the same measures for protecting the confidential information, implementation of which would be expected from cautious and prudent person in relation to its own business interests and confidential information;
  - (e) return all confidential information, copies and material evidences of any form thereof back to the Providing Party and remove the confidential information from all search systems and databases or destroy it immediately upon the order of the Providing Party making it available, and upon the request of the Providing Party provide immediately a confirmation by appropriate managing employee or director, which confirms its returning, removing or destroying upon circumstances thereof;
  - (f) be liable and accountable to the Providing Party for compliance with the conditions set out in this Agreement and shall indemnify the other Agreement Party in full and relieve it from the liability for a damages (including any fees and expenditures for a legal representative) that will arise in consequence of a breach of this Agreement.
  - (g) in the cases designated by the Providing Party use, for the transfer of confidential information, encryption or other appropriate protection of the transmission of confidential information.
3. The obligations set out in this Agreement shall not apply to the confidential information which:
  - (a) are publicly known at the time of disclosure, or that become upon rightful and authorized accessing public available otherwise than by breach of this Agreement;
  - (b) the Receiving Party has created or acquired separately and otherwise than by breach of this Agreement;
  - (c) the Receiving Party has been obtained from a third party at any time without restriction in its disclosure or use;
  - (d) the Receiving Party shall disclose pursuant to provisions of the generally binding regulation or upon resolution of court order, law enforcement authority or public authority issued in accordance with applicable generally binding regulations provided however that the Receiving

- Party has informed the Providing Party on any such mandatory disclosure of the confidential information immediately after it had learnt about such legal obligation to disclose the information;  
or
- (e) the Providing Party has granted the Receiving Party express consent in writing to disclosing the confidential information;
  - (h) Is obliged to send the signed Agreement to the Provider and to receive the Provider's access key, which will make available to the Recipient all key protected documents;
  - (i) Is obliged to protect access keys to protected documents and data, and secure these keys against e.g. damage, loss, theft or any misuse;
  - (j) Promptly notify the Provider of any potential leakage of data or access keys to protected documents that could enter the sphere of unauthorized persons.
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4. The Agreement Parties further acknowledge and agree that:

- (a) the obligations set out in this Agreement are reasonable and necessary in order to protect legible commercial, business and technical interests of the Providing Party, and the extinction of these obligations shall not affect any rights that the Providing Party may have in relation to the confidential information pursuant to applicable legal regulation regarding the intellectual property rights;
- (b) a breach of the obligations set out in this Agreement by the Receiving Party may cause serious damage to the Providing Party and indemnity may be insufficient in order to be reasonable mean of cure, and thus the Agreement Parties agree that they have right (besides all other rights upon the law or upon this Agreement including monetary indemnification) for obtaining an interim measure or binding junction of the court to prevent the breach of obligations under this Agreement;
- (c) accepting the confidential information (by the receipt of such confidential information by the Receiving Party), does not include any proprietary right or other right to such confidential information.

### **Article III. Sanctions**

1. In the event that the Receiving Party violates any of the obligations set forth in this Agreement, the Providing Party shall be entitled to request a contractual penalty of EUR 10,000 from the Receiving Party (for each breach of obligation separately). If a contractual penalty is claimed, the Receiving Party is obliged to pay this contractual penalty within 10 days from the date of receipt of the written notification by the Receiving Party to whom the Providing Party has applied its contractual penalty. This is without prejudice to the right of the Providing Party to compensation for damage caused by a breach of this Agreement by the Receiving Party and the rights arising out of unauthorized interference with intellectual property (copyright, industrial property rights) under applicable law .

### **Article IV. Final Provisions**

1. If any provision of this Agreement is invalid or unenforceable or becomes so, the remaining provisions shall remain in force unchanged.
2. The Receiving Party shall be responsible for fulfilling its obligations towards the Providing Party under this Agreement or for any breach of such obligations.

3. Non-exercising resp. failure to respect any rights by either Agreement Party shall not be construed as a waiver of these rights, nor shall any partial exercise of any rights prevent further exercise of those rights.
4. Upon cancelation of the purpose for which the confidential information has been provided or upon termination of this Agreement, the Receiving Party undertakes to hand over all original material carriers of confidential information in written or electronic form without any undue delay upon receipt of a written request from the Providing Party. At the same time, the Receiving Party shall undertake to destroy all copies of the confidential information of any form. No obligations of the Agreement Parties regarding archiving of the confidential information pursuant to applicable legal regulations shall be affected by this clause.
5. In the case that no written request according to Article IV., paragraph 3 of this Agreement will be delivered to the Receiving Party within ninety (90) days from the date of cancellation of the purpose for which the confidential information was provided, or from the date of cancellation of this Agreement, the Receiving Party shall, without undue delay dispose the original material carriers of the confidential information. .
6. This Agreement shall enter into force on the date of which it is signed by both Agreement Parties and shall expire 10 years after its signing.
7. This Agreement is entered in contemplation of and shall be construed in accordance with the laws of the Slovak Republic without giving effect to any choice or conflict of law provision or rule (whether of Slovakia or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of Slovakia.
8. Any disputes arising from this Agreement shall be settled by the relevant court of the Slovak Republic.
9. Any amendment to this Agreement shall be binding on the Agreement Parties provided only, if it is made in writing by means of electronic communication pursuant to section 13 of Article I. of the Tender Documents annexed thereto, numbered and signed by the authorized representatives of each Agreement Party.
10. This Agreement is executed in two counterparts, one counterpart for each Agreement Party.
11. The Agreement Parties hereby declare that they have entered into this Agreement freely, seriously and without error, have not been in distress or under conspicuously unfavorable conditions, have read the Agreement, understood its content and signed it by signing its content

In Bratislava on:.....

In ..... on:.....

Providing Party:

Receiving Party:

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Mgr. Silvia Horaničová  
Strategic Procurement Manager

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Ing. Viliam Križan  
Head of Procurement and Logistics