



NON-DISCLOSURE AGREEMENT (TENDER)

concluded in accordance with § 269 (2) of the Commercial Code No. 513/1991 Coll. as amended
(hereinafter referred to as the "Agreement") concluded between:

Business name: **Slovenské elektrárne, a.s.**
Registered office: Pribinova 40, 811 09 Bratislava
Registered in the: Commercial Register of the Municipal Court: Bratislava III, section: Sa, insert no.:2904/B
Company ID: 35 829 052
TAX ID / VAT Identification number: 2020261353, SK2020261353
Contact e-mail:
(hereinafter referred to as "SE" or "Provider")

Business name/
Name and surname:
Registered office/Address:
Registered in the:
Company ID:
TAX ID / VAT Identification
number:
Contact e-mail:

(hereinafter referred to as "Applicant" or "Recipient")

SE and Applicant shall hereinafter be collectively referred to as the "Parties" or separately as the "Party".

INTRODUCTORY PROVISIONS

WHEREAS:

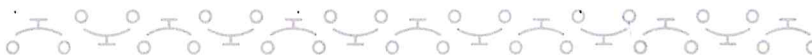
- (A) The Applicant is interested in participating in the tender:
4 I 1527 Engineering activities related to development of electrical project documentation (detail design, as built, etc.) and support to Client's (SE MO34) commissioning/construction & operation
(hereinafter referred to as the "Tender").
- (B) Confidential Information may be provided to the Applicant in connection with the Tender.
- (C) The Parties express their desire to establish a mutual understanding with respect to any disclosure of Confidential Information in connection with the Tender and to avoid any unintended restrictions on future activities of either Party as set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1 DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following definitions shall apply in this Agreement:

- 1.1 "Confidential Information" means any information of a confidential nature relating to the Tender which is not publicly available, namely technical, commercial, financial, operational, information of a personal nature or any other information which is provided by the Provider to the Recipient in connection with the Tender, or which otherwise comes to the Recipient's attention in connection with the Tender, or information, which is to be treated, in the circumstances known to the Recipient at the time of its disclosure, as confidential, or any information and data the nature of which would indicate to a person exercising reasonable care that it is confidential, whether given orally or captured in a tangible form, as well as information received from a person other than the Provider, provided that such person is under an obligation to treat it as confidential. Confidential Information provided to the Recipient directly or in the interest of the Provider is protected by this Agreement. In the event of doubt as to whether information provided in connection with the Tender is Confidential Information, such information shall be deemed to be Confidential Information unless otherwise agreed between the Parties.



- 1.2 "Authorized Person" means a person who is designated by the Recipient to process Confidential Information; and who, in the reasonable judgment of the Recipient, also needs to have the same knowledge for the purposes of assessing, evaluating, advising or continuing the Tender (in particular a director, employee, subcontractor ...)

2 SUBJECT OF THE AGREEMENT

- 2.1 The subject matter of this Agreement is to govern the rights and obligations of the Parties in processing the Confidential Information made available in the Tender.

3 THE RECIPIENT'S OBLIGATIONS

Subject to the clause 4 of the Agreement, the Recipient shall:

- 3.1 keep the Confidential Information secret and confidential and not disclose it to any person other than an Authorized Person.
- 3.2 ensure that an Authorized Person who comes into contact with the Confidential Information is informed of the confidential nature of the Confidential Information, instructed to treat it as confidential, and bound by the provisions of this Agreement in the same way as the Recipient.
- 3.3 use the Confidential Information only as provided in this Agreement and solely for the purpose of assessing, evaluating, advising or continuing the Tender, and shall not use it for any other purpose;
- 3.4 not to disclose, provide, reveal, make available or otherwise make public the Confidential Information, except in accordance with this Agreement, without the prior written consent of the Provider;
- 3.5 keep secret and confidential any discussions or negotiations with the Provider regarding the Tender and not to make any representations or disclose in any way any involvement of the Provider in connection with the Tender;
- 3.6 take all necessary measures in order to:
- (i) preventing third parties from accessing the Confidential Information,
 - (ii) guaranteeing the protection and confidentiality of Confidential Information
 - (iii) to prevent theft, espionage and unauthorized handling of Confidential Information;
- 3.7 not to copy or otherwise reproduce the Confidential Information in any manner except as necessary for the purpose of processing it for the purposes of the Tender; and
- 3.8 immediately notify the Provider in the event of a leak of Confidential Information to an unauthorized third party.

4 PERMITTED DISCLOSURE OF CONFIDENTIAL INFORMATION

- 4.1 The provisions of this Agreement shall not restrict the Recipient from providing information required by applicable law or by a court of competent jurisdiction, or upon request, or because of an investigation by a public authority that is authorized to require such disclosure by law. If it is possible within the limits of the law before the information is provided, the Recipient shall promptly notify the Provider of such request and allow the Provider to object to the disclosure of the Confidential Information or otherwise agree on the time and content of the disclosure of the Confidential Information, no later than within 3 business days of receipt thereof.
- 4.2 Confidential Information under this Agreement shall not be deemed to be information that:
- (i) is, or subsequently becomes, publicly available as a result of circumstances for which the Provider is responsible, or
 - (ii) has been obtained from a third party who is authorized to disclose that information, or
 - (iii) was demonstrably already in the Recipient's possession at the time it was provided by the Provider or was independently developed by the Recipient, without the use of any of the Provider's Confidential Information under this Agreement.

The facts referred to in this point 4.2 shall be proved by the Recipient, if necessary.

5 RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon termination of participation in the Tender or upon termination of the Tender, the Recipient shall cease processing the Confidential Information. In particular, by returning, destroying or, as the case may be, deleting the Confidential Information, including any notes, files or any documents containing, reflecting or relating to the Confidential Information that has been disclosed to the Recipient, insofar as possible, in each case, notwithstanding the confidentiality obligation contained in this Agreement. To the extent practicable, the Recipient shall delete each Confidential Information (including all copies) from all computers, databases, or other equipment. This shall not apply if the Recipient is obliged to retain the Confidential Information under generally applicable law.

6 DURATION OF THE OBLIGATION OF CONFIDENTIALITY

6.1 Termination of the obligation of confidentiality of the Recipient

The obligation of the Recipient of Confidential Information to maintain confidentiality shall cease:



- (i) by delivery of the Provider's declaration of intent that the Recipient is released from the obligation to maintain confidentiality; or
- (ii) at the moment when the Confidential Information becomes publicly available due to circumstances for which the Provider is responsible.

Duration of the Agreement

The Agreement is concluded for a definite period of time until the moment of termination of the Recipient's obligation to maintain confidentiality pursuant to paragraph 6.1 of the Agreement in relation to all Confidential Information. In the event of termination of communications and negotiations in connection with the Tender, the obligations set forth in this Agreement shall continue in full force and effect notwithstanding the return or destruction of the Confidential Information, as well as any copies pursuant to clause 5 of the Agreement.

7 OTHER PROVISIONS

7.1 Conclusion of the Agreement

The Parties agree that this Agreement shall be concluded in the following manner:

- (i) The draft Agreement in PDF format, signed on behalf of the SE in the form of a facsimile signature, shall be provided by the SE to the Applicant, who shall then fill in his/her identification details in the heading of the Agreement.
- (ii) The Applicant shall procure the signing of the draft Agreement by the persons authorized to execute the Agreement on behalf of the Applicant in the version received from the SE. Any modifications to the draft, beyond the scope of the clause 7.1 (i) above shall be ineffective, and the Agreement shall be deemed to be validly executed as provided by SE and modifications in accordance with paragraph 7.1 (i).
- (iii) The Applicant shall deliver a scan of the hand-signed version of the Agreement in PDF format to the e-mail address of SE listed in the header of the Agreement.
- (iv) The Agreement shall be deemed to be concluded on the date on which a PDF version of the Agreement is received pursuant to paragraph 7.1 (iii) by SE. The Applicant shall ensure the readability of the scan of the Agreement with a minimum resolution of 150 dpi.

7.2 Ownership of Confidential Information

Except as provided in other agreements to be negotiated and entered into between the Parties, the Provider retains all rights in the Confidential Information and the disclosure of the Confidential Information shall not constitute an assignment of any right (including any intellectual property rights) to the Confidential Information to the Recipient beyond those rights to which the Recipient is entitled under this Agreement. For the avoidance of doubt, the Recipient shall not acquire any intellectual property rights to the Confidential Information.

7.3 Transfer of liabilities

Neither Party shall be entitled to assign its obligations under the Agreement without the prior written consent of the other Party. Otherwise, such transfer of obligations shall be null and void.

7.4 Severability of provisions

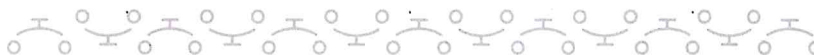
Each provision of the Agreement shall be construed to be effective and valid under applicable law. However, to the extent that it would be unenforceable, invalid or ineffective under applicable law, the other provisions of the Agreement shall not be affected. In the event of such unenforceability, invalidity or ineffectiveness, the Parties shall agree in writing on a solution that preserves the context and purpose of the provision in question.

7.5 Announcements

All notices and all communication between the Parties under the Agreement shall be made in writing and delivered preferably in electronic form by e-mail or through the software used in the Tender process. Delivery by post or courier service is also accepted. Notices shall be deemed to have been duly delivered by their delivery to the respective contracting Party at the addresses or e-mail addresses listed by the contracting Parties in the header of the Agreement, or by publication via the software used in the Tender process. For the purposes of delivery by e-mail, the delivery of an e-mail notification that the notice has been published through the software used in the Tender process is considered to be delivery of the notice.

The document shall also be deemed to have been delivered if:

- (i) The contracting party refuses to accept the document - the document shall be deemed to have been delivered on that date, or if
- (ii) the document fails to be delivered due to e.g. failure to take over the mail within the delivery period, or due to the fact that the addressee was not found, the addressee was unknown or for any other reason marked by the post office on the mail; the document shall be deemed to have been delivered on the day the mail was deposited at the post office.



- (iii) in the case of delivery by e-mail, the notification shall be deemed to have been received on the day of its dispatch if it is sent before 5:00 p.m. (the recipient's time) on a working day. If the notification is sent after 5:00 p.m. (recipient's time), it shall be deemed to have been received on the next following working day. This fiction of delivery shall apply in the event that the sender of the e-mail does not receive a notification of the impossibility of delivery or of the recipient's current absence from work.

7.6 Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Slovak Republic. Disputes arising out of or relating to the Agreement, including disputes concerning its validity, interpretation, cancellation, or disputes concerning non-contractual claims, shall be submitted to the competent court of the Slovak Republic for adjudication.

7.7 Expression of will

The Parties declare that they have read this Agreement before signing it, that it has been concluded according to their true and free will, certainly, seriously, comprehensibly and not under duress, nor under conspicuously unfavourable conditions, that they understand its contents and without any reservations, in full knowledge, they sign it.

(signed by facsimile in accordance with SE internal regulations)

On behalf of **Slovenské elektrárne, a.s.**

In _____, on _____

On behalf of the **Applicant**

Name

Title

Slovenské elektrárne, a.s.
Pribinova 40
811 09 Bratislava
-100-

Name

Title