

## NON DISCLOSURE AGREEMENT (NDA)

### STRICTLY CONFIDENTIAL

Subject: **NDA relating to the prospective provision of contractors' services**

\_\_\_\_\_ 2023

1. For the purposes of this Agreement, the term "**Employer**" is used to describe Thessaloniki Port Authority S.A. (THPA), and the term "**Candidate**" is defined as the undersigned company engaged by the Employer in the process of the Procurement of certain Contractor's services (the "**Purpose**") associated with the project of "Expansion of the Marine Works Infrastructure of Pier 6", situated in the Port of Thessaloniki (the "**Project**").
2. In this Agreement, "**Confidential Information**" means but is not limited to designs, documentation, copyright, inventions, concepts, drawings, photos, data, techniques, studies, records, knowledge, systems, ideas, know-how, source codes, object codes, manuals, information relating to the existence or status of opportunities or projects and other tangible or intangible valuable confidential information (in any and all forms) relating to the Project and/or which the Employer or its affiliates own, use, possess or control relating to the trade, commercial and financial affairs of the Employer, its affiliates and any person to whom the Employer owes a duty of confidentiality (hereinafter the "**Relevant Persons**" and each a "**Relevant Person**") as such information may be copied, modified, amended, updated or improved from time to time, but does not include information which:
  - (a) at the date of its disclosure to the Candidate is publically available or which subsequently became available other than by reason of any act or omission by the Candidate; or
  - (b) is already known to the Candidate (as may be evidenced by written records) at the date of signing of this Agreement and was not acquired directly or indirectly from the Employer; or
  - (c) is at any time after the date of signing of this Agreement acquired by the Candidate from any third party who did not acquire such information directly or indirectly from the Employer and was not otherwise in breach of any obligation of confidentiality.
3. The Employer may (in its sole and absolute discretion) disclose to the Candidate Confidential Information in connection with the Purpose and the Project.
4. In consideration of the Employer making available to the Candidate Confidential Information, the Candidate undertakes to the Employer that it shall:
  - (a) maintain the confidentiality of all Confidential Information and not disclose any Confidential Information to any third party or discuss the same with any third party other than as permitted by this Agreement.
  - (b) Not used
  - (c) not use, manipulate or exploit any Confidential Information for any purpose other than strictly for the Purpose and the Project, and not use Confidential Information to unfairly compete with or obtain any commercial advantage over the Employer, its affiliates or Relevant Persons or to deliver to, or solicit from, any customer, supplier, independent contractor, agent, employee, officer, director or other representatives of the Employer, its affiliates or Relevant Persons, any offers of employment or service;
  - (d) limit access to Confidential Information to the Candidates officers, directors, professional advisors and employees, who in each such case necessarily require such access for their provision of services in connection with the Purpose and the Project;

- (e) inform each person to whom Confidential Information is disclosed of the restrictions contained herein as to use and disclosure of such Confidential Information and procure that each such person observes such restrictions;
  - (f) not, without the Employer's prior written consent, disclose to any third party (other than the persons referred to in paragraph 4(d) above) the existence or subject matter of this Agreement, the fact that the Candidate has access to Confidential Information or the fact that the Employer is procuring for the Purpose; and
  - (g) not without the Employer's prior written consent, in any circumstance, whether directly or indirectly, attempt to circumvent or bypass the Employer in connection with the Project or solicit, contact or interact with any third parties involved in the Project.
5. The restrictions on use and disclosure set out in paragraph 4 above shall not apply to any Confidential Information which is required to be disclosed by any applicable law, regulation or by order of a court of competent jurisdiction (but only in respect of the disclosure of the Confidential Information to the relevant entity and only to the extent required) provided that prior to such disclosure the Candidate shall (to the extent permitted by law) consult the Employer as to the proposed form, nature and purpose of the disclosure. The restrictions on use and disclosure will apply in respect of such Confidential Information in all other circumstances.
6. It is understood that a breach of any covenants contained herein may cause the Employer (and, where appropriate, its affiliates and Relevant Persons) to suffer loss which may not be adequately compensated for by damages and that, the Employer shall be entitled as a matter of right to seek an injunction and such right shall be cumulative and in addition to any other remedies which may be available to the Employer as a result of such breach.
7. The Candidate shall return to the Employer or destroy on the Employer's written demand any document containing Confidential Information and any copy which has been made, and expunge all such Confidential Information from any computer system, disk or other device containing it save for Confidential Information which has been copied in the usual course of back-ups or archiving of a computer system. The Candidate may retain one copy of Confidential Information if such retention is required by law or rules of a regulatory body or for the proper maintenance of professional records. The confidentiality obligations contained in this Agreement shall continue to apply to such retained Confidential Information for the duration of such retention.
8. The Candidate agrees that all right, title and interest in and to the Confidential Information (including, without limitation, all intellectual property rights) is and at all times shall remain the exclusive property of the Employer (or the Relevant Persons, as the case may be).
9. The Candidate acknowledges and agrees that the Confidential Information does not purport to be accurate or complete and that no representation or warranty (express or implied) is made by the Employer as to the accuracy, reliability or completeness of any of such Confidential Information. Accordingly, the Candidate agrees that neither the Employer, its affiliates or representatives nor Relevant Persons shall have any liability whatsoever to the Candidate or other recipients of Confidential Information resulting from the Candidate's or others' reliance on Confidential Information and they shall owe no duty of care to the Candidate or to others.
10. Nothing in this Agreement shall:
- (a) be deemed an engagement of, or authorisation to the Candidate, for any purpose by the Employer, nor authorisation to approach third parties in relation to any matter involving the Employer; or
  - (b) oblige the Employer to engage the Candidate as an adviser, broker, financier, consultant, contractor or in any other capacity for the Project or otherwise.

11. No variation or amendment to this Agreement shall be effective unless made in writing and signed by or on behalf of both the Employer and the Candidate.
12. Unless otherwise expressly provided herein, neither the Employer nor the Candidate intends, and nor shall any provision of this Agreement be interpreted, to create under this Agreement any obligations of either the Employer or the Candidate in favour of, or benefits to, or rights in, any third party who is not a party to this Agreement. Notwithstanding the foregoing, the Employer may enforce the confidentiality provisions of this Agreement on behalf of any of its affiliates and Relevant Persons with respect to any Confidential Information that belongs to such affiliate or third party, without the Employer being required to demonstrate loss or damage so long as such affiliate or third party is able to demonstrate such loss or damage.
13. Delivery of a signed copy by facsimile transmission or in Adobe Portable Document Format (PDF) sent by electronic mail shall take effect as well as delivery of an executed counterpart of this Agreement. If either method is adopted, without prejudice to the validity of such Agreement, the Candidate shall provide the original of such page as soon as reasonably practicable thereafter.
14. The "Candidates" and the "Employer" are obliged to make every effort for the extrajudicial settlement of any disputes arising from the relations thereof during the term of the contract. Any disagreement or dispute shall be submitted irrevocably to International Arbitration (ICC), which will be carried out in accordance with the Greek Law in Thessaloniki, in the English language.

Please confirm acceptance of the above terms by signing and stamping this Agreement in the space provided hereinbelow and return that copy to the Employer.

We hereby agree to the terms of the above Agreement.

.....  
 [Signature]

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Authorized For and on behalf of [The Candidate]

Date: \_\_\_\_\_

[Stamp]