**CONFIDENTIALITY AGREEMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LLC Squalio Group**, **registration No**.**40103197092**, **registered address: Krisjana Valdemara Street 21-19, Riga LV-1010, Latvia,** represented byits Board member Sandis Kolomenskis acting in accordance with Articles of Association, on one part,

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, registration No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** represented byits **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** acting in accordance with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other part, each hereinafter referred to as the Party, both together – the Parties, hereby agree on the following (hereinafter the “Agreement”):

1. The Parties hereby express their interest to agree on cooperation, within which one Party as provider of information (hereinafter the “Discloser”) according to request of the other Party as recipient of the information (hereinafter the “Disclosee”) within scope of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter the “Cooperation”) shall provide certain of its information of a confidential and proprietary nature (hereinafter the “Confidential Information”).
2. **Confidential Information**. For the purpose of this Agreement term Confidential Information shall include any and all financial, technical, operational, commercial, administrative, marketing, planning, human resources, management and economical information of either Party, as well as any data disclosed to the other Party for the purpose of the Cooperation. Likewise Confidential Information shall include all confidential information and/or trade secrets of cooperation partners and clients of the Discloser, which can be handed over to the Disclosee within the Cooperation and/or for the purpose thereof. The Confidential Information may be provided in writing, delivered by electronic means, as well as provided orally.

Information, which is available in public or which has been at disposal of the Disclosee before entering into this Agreement and Disclosee can prove it with documentary evidence, shall not be deemed confidential.Information which has become publicly known as a result of breach of this Agreement shall not be deemed public information.

1. The Disclosee shall ensure with utmost diligence and attention security and protection of the received Confidential Information, as well as in processing of such information to comply with requirements of applicable legal acts. The Parties undertake to handle with utmost diligence and keep safe personal data of individuals and in handling such data especially comply with requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
2. The Disclosee undertakes to use the Confidential Information exclusively for purposes of and within the Cooperation referred to in Clause 1 herein, and undertakes not to disclose it to third parties without written permission of the Discloser, except for the cases and order provided for by legal acts of the Republic of Latvia. The Parties may agree also on other exceptions when the information can be disclosed. After receipt of written permission of the Discloser; however before disclosure of the Confidential Information to third parties, the Disclosee undertakes to inform such third parties on the obligation to keep confidential such information according to same rules as the Disclosee has undertaken hereunder.
3. After Cooperation referred to in Clause 1 herein shall cease the Disclosee shall be obliged to delete all Confidential Information from any computer, processing software and other similar device, in which the Disclosee has recorded or otherwise stored this information, and shall destroy all notes, analysis and service reports, which include the Confidential Information. At request of the Discloser the Disclosee shall submit to the Discloser written affirmation on compliance with requirements of this Clause.
4. The Agreement shall come into effect as of mutual signing hereof and shall remain valid for 5 (five) years as of the moment Confidential Information has been disclosed to the Disclosee.
5. In case during validity term of this Agreement the Disclosee shall become aware of unauthorized discloser of the Confidential Information, the Disclosee shall immediately inform the Discloser thereof.
6. The Disclosee admits that the Discloser shall retain ownership rights in respect to all Confidential Information and the Disclosee shall not gain any rights to such information.
7. The Parties hereby certify that they acknowledge presence of significant risk to reputation of the Parties within exchange of information and data the Parties shall perform during the Cooperation. Therefore during the term hereof and thereafter, the Parties agrees to take no action which is intended, or would reasonably be expected, to harm the other Party or any of its clients and partners, or its or their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Party, its clients or partners. Nothing herein shall prevent the Parties from making any truthful statement if expressing such opinion is mandatorily required by statutory regulation or an order of any governmental authority. In case of harm to reputation, irrespective of whether such harm to reputation shall be caused by officers, employees, sub-contractors or other related parties of the guilty Party, if such harm is related to or results from Cooperation of the Parties, the guilty Party undertakes to indemnify to the suffering Party direct losses caused as a result of such harm to reputation.
8. The Parties acknowledge that, when concluding the Agreement, it would be impossible to measure and calculate potential losses the Discloser may incur due to breach of the Agreement. At the same time the Agreement does not restrict the Discloser from using all statutory measures of protection provided for by legal acts to defend itself in case of violation of provisions of the Agreement, including to claim from the Disclosee indemnification of damages incurred. Concurrently the Discloser shall have not only rights to claim indemnification of damages, but also to claim recovery of additional expenses, including expenses for involved attorneys at law and experts.
9. The Parties acknowledge that by signing this Agreement only relationships referred to herein shall be established between the Parties, and interpretation of these relationships shall not be expanded, namely, this Agreement does not automatically provide for any delivery of goods or rendering of services between the Parties.
10. This Agreement is construed according to and shall be governed by laws of the Republic of Latvia. Any dispute, discrepancy or claim arising of this Agreement or related to it, including regarding the fulfilment, infringement, termination of it or acknowledgement on invalidity hereof shall be settled first by negotiations between the Parties. In case within 30 (thirty) days no agreement can be reached between the Parties, the dispute shall be referred for settlement to court in the order and according to rules established by laws of the Republic of Latvia.
11. Any amendments to the Agreement shall come into effect only when expressed in writing and signed by both Parties.
12. The Agreement shall be executed in two counterparts with equal legal force, whereof one counterpart shall be issued to each of the Parties.
13. Requisites and signatures of the Parties:

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| **LLC Squalio Group**Registration No. 40103197092Registered address:Krisjana Valdemara Street 21-19, Riga LV-1010, LatviaBank: AS Citadele BankaCode: PARXLV22Account: LV82PARX0012332870002 Sandis Kolomenskis, Board member | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Registration No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Registered address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Account:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |