**Form NDA: Non-Disclosure and Confidentiality Agreement**

**THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT ("Agreement"),** is made (DATE) (the **"Effective Date")**

# LTD M2 PARK (ID 405116716)

**BETWEEN**

hereafter referred to as the **"Disclosing Party");**

**AND**

**Company name/id**

hereafter referred to as the **"Receiving Party".**

Each of the parties may also be referred to individually as **"Party"** or collectively as **"Parties".**

1. With respect to M 3 at Saburtalo Project (the **"Project"),** the Disclosing Party will make available to the Receiving Party, certain information, data and materials, whether in oral, written,

graphic, electronic or another form (collectively the **"Information")** related to the procurement of the  **Parks Designing works.** For the purposes of

this Agreement, "affiliate" shall mean any Person directly or indirectly controlling, controlled by or under common control with, such Person (for the purposes of this definition, "control" means the power to direct the management or policies of a Person, directly or indirectly, whether through the ownership of shares/shareholding interests, by contract or otherwise, provided that the direct or indirect ownership of more than 50% (fifty percent) of the voting share capital/shareholding interest of a Person is deemed to constitute control of that Person, and "controlling" and "controlled" have corresponding meanings and "Person" means any natural person, legal entity, corporation, company, partnership, firm, association, joint venture, trust, unincorporated organization, authority or any other entity).

1. In consideration of the disclosure referred to in paragraph 1 above, the Receiving Party agree that the Confidential Information is and shall remain at all times the sole property of the Disclosing Party regarding any and all the Projects of the Disclosing Party and/or its Affiliated Companies, and shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, or be photocopied or reproduced in any way, without the prior written consent of the Disclosing Party, except as provided in paragraphs 3 and 4 below. For the avoidance of doubt the Receiving Party shall not obtain any proprietary interest of any kind in any Information (confidential or otherwise) disclosed under this Agreement.
2. Without derogating from the above, the Receiving Party may disclose the Confidential Information without the prior written consent of the Disclosing Party only to the extent such information:
	1. is already in possession of the public or becomes available to the public other than through the act or omission of any Receiving Party;
	2. is required to be disclosed under applicable law or court of competent jurisdiction or by stock exchange rules if relevant, provided however that the Receiving Party shall provide the Disclosing Party with notice as soon as may be practicable so that Disclosing Party may contests such potential disclosure; or
	3. is acquired independently from a third party that is not subject to a contractual or fiduciary relationship to the Disclosing party and who legally and properly received the

confidential information and has the right to disseminate such information at the time it is acquired by any Receiving Party.

1. The Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent to any of the following persons or entities, on a need-to-know basis, in order to evaluate the Confidential Information:
	1. such officers and employees of the Receiving Party or its Affiliates; or
	2. professional advisers or consultants retained by the Receiving Party; or
	3. banks and potential investors (and their professional advisers) retained by the Receiving Party for the purpose of securing financing .

Prior to making any such disclosures to persons or entities indicated under subparagraphs (a) to (c) above, however, the Receiving Party shall inform such persons or entities that the Confidential Information disclosed to them is confidential and, in the case of persons or entities designated under subparagraphs (a) (b) and (c) above, shall obtain from each such person or entity an undertaking of confidentiality, not less restrictive than this Agreement, provided, however, that in the case of outside legal counsel, the Receiving Party shall only be required to procure that such legal counsel is bound by a professional obligation of

con fidentia lity .

1. If the Receiving Party discloses Confidential Information to a third party without first acquiring a written agreement, such Receiving Party shall be liable to the Disclosing Party for any damage caused by such unauthorized disclosure, subject to clause 13.

6 The Receiving Party shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person. The Receiving party shall promptly notify the Disclosing Party if the Receiving Party becomes aware that any Confidential Information has been made available to any third party, or of any breach of confidence by any person to whom receiving party has disclosed any Confidential Information. The Receiving Party shall give disclosing party all reasonable assistance in connection with any action, demand, claim or proceeding that the Disclosing party may institute against any such person in respect of such disclosure

1. The Receiving Party agree not to use or permit the use of the Confidential Information disclosed under paragraphs 4 above except to the extent necessary to evaluate professional matters for which the Confidential Information has been provided.
2. No Receiving Party shall acquire a proprietary interest in or right to any Confidential Information and the Disclosing Party may demand the return thereof at any time upon giving notice to a Receiving Party. Within thirty (30) days of receipt of such notice, the Receiving Party shall return all of the original Confidential Information and shall destroy or cause to be destroyed all copies and reproductions in whatever form, including but not limited to, electronic media, in its possession and in the possession of persons to whom it was disclosed pursuant to this Agreement.

The above provision shall not apply to : a) Confidential Information that is required to be retained by the Receiving Party by law, including by stock exchange regulations or by governmental order, decree, regulation or rule; b) Confidential Information which has been automatically backed-up on the computer systems of the Receiving Party . To the extent that such computer back-up procedures create copies of the Confidential Information, the Receiving Party may retain such copies for the period they normally archive backed-up computer records.

1. This Agreement and all matters relating to the meaning, validity or enforceability thereof shall be governed by the laws of Georgia. Any dispute under this agreement shall be referred to arbitration which shall be carried out in Georgia in front of a sole arbitrator under ICC rules. The Parties can change the forum by mutual agreement in writing. If the Parties cannot agree on appointment of said arbitrator, the choice shall be referred to the ICC in Paris to appoint one. The proceedings of such arbitration shall be in the English language.
2. No amendments, changes or modifications to this Agreement shall be valid except if the same

are in writing and signed by a duly authorized representative of each Party hereto.

1. This Agreement shall terminate 5 (five) years after its effective date. Provided that termination of this Agreement shall not extinguish Receiving Party's obligations to protect Confidential Information as Confidential for the unlimited period of time.
2. Without limiting the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.
3. The parties understand that irreparable injury or damage may result to the Disclosing Party of information by a breach or threatened breach of undertakings under this agreement Therefore, notwithstanding anything to the contrary in this agreement, without resorting to prior arbitration and in addition to any other remedies provided by law, the Disclosing Party shall be entitled to seek temporary and permanent injunctive relief against any threatened or actual breach of this Agreement or the continuation of any such breach in any court of any competent jurisdiction.
4. This Agreement may be executed in counterparts and each counterpart shall be deemed an original Agreement for all purposes; provided that neither Party shall be bound to this Agreement until both parties have executed a counterpart

By: By: Nikoloz Medzmariashvili

Title: Director Title : Director