**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (the “**Agreement**”) is made on [--] [--] 2021 by and between:

(a) **Darchi**, LLC Registration number 406107047, a company incorporated under the laws of Georgia, with its registered office at 10 Medea (Mzia) Jugeli Str. Tbilisi 0179, Georgia (the “**Disclosing Party**”), represented by its Director J. Natroshvili and

(b) **[-],** a company incorporated under the laws of [--], with its registered office at [--] (the “**Receiving Party**”), represented by its [--] Mr. [--];

hereinafter collectively referred to as the “**Parties**"and each a “**Party**”;

1. For the purposes of preparation commercial and technical proposal in connection with Darchi HPP – Svaneti, Georgia Project (the “**Project**”), for which Project the Disclosing Party may engage the Receiving Party, the Disclosing Party will make available to the Receiving Party, either in the course or as a result of meetings, correspondences or any other type of communications (including electronic communication), certain information, data and materials, whether in oral, written, graphic, electronic or other form (collectively the “**Information**”).

2. Unless otherwise agreed to by the Disclosing Party in writing, the Receiving Party shall hold both the Information and the content of this Agreement in strict confidence, use the Information solely for the purpose as set out in paragraph 1 above and, subject to the terms of this Agreement, shall not divulge or disclose the Information or make the Information available to any person or entity, other than its employees and on a “need to know” basis. The Receiving Party shall make appropriate arrangements to ensure that such persons are aware of the confidential nature of the Information before disclosure and that such persons are under enforceable undertakings to keep the Information confidential, which terms are at least as extensive as the terms of this Agreement.

3. The confidentiality undertaking under this Agreement will not apply to the Information:

(a) which is or becomes available to the public through no action by the Receiving Party;

(b) which is made available to the public by the Receiving Party in accordance with the terms of this Agreement;

(c) which is in the public domain without any breach of this Agreement;

(d) which is already in the Receiving Party's possession as at the date of this Agreement;

(e) which is received by the Receiving Party from a third person who is under no obligation of confidentiality to the Disclosing Party; or

1. which the Receiving Party is either requested or required to produce by any statutory body or law enforcement agency pursuant to any applicable law, provided that to the extent practicable and permitted by law and regulation, the Receiving Party shall inform the Disclosing Party of the circumstances of any disclosure under this paragraph (f) and the Receiving Party shall only disclose such Information as is necessary to comply with the relevant request or requirements.

4. Nothing contained in this Agreement shall be construed as creating any obligation or any expectation on the part of either Party to enter into a business relationship with the other party, or as creating any partnership or any other legal entity between the Parties.

5. The Disclosing Party makes no representations or warranties, express or implied, as to the completeness and accuracy of the disclosed Information. In no event will the Disclosing Party or any of its directors, officers or employees be liable for any damages suffered by the Receiving Party arising out of any use by the Receiving Party of the disclosed Information.

6. The Parties expressly agree that the disclosure of the Information under this Agreement may in no case be construed as granting, either expressly or implicitly, to the Receiving Party any right to any matter to which such Information may refer. The Disclosing Party shall at all times retain ownership of the Information subject, where applicable, to any third party rights.

7. Each Party hereto represents and warrants to the other, that the person signing this Agreement on its behalf is duly authorized therefor and has legal capacity to execute and deliver this Agreement.

8. This Agreement shall become effective from the date of its execution by both Parties and shall remain in force for 5 (five) years.

9. At any time during the term of the Agreement or upon any termination of this Agreement, all the Information and copies thereof in the possession of the Receiving Party shall be destroyed or returned to the Disclosing Party, promptly upon request by the Disclosing Party.

10. This Agreement shall be governed by and construed in accordance with Georgian law.

11. Any dispute, controversy or claim arising out of, relating to, or in connection with this Agreement, including (without limitation) one regarding the breach, existence, validity or termination of this Agreement or the consequences of its nullity and any non-contractual or other dispute shall be finally settled by Georgian court of relevant jurisdiction.

12. If, at any time, any term of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction that will not affect the legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or the legality, validity or enforceability in other jurisdictions of that or any other term of this Agreement.

13. Any notices hereunder shall be in writing and shall be delivered at the following addresses:

**The Disclosing Party:**

Address: 33 Kostava Lane 1, Tbilisi 0179, Georgia

E-mail: jnatroshvili@grpc.ge

Attention: Mr. Joseph Natroshvili

**The Receiving Party:**

Address: [--]

Fax number: [--]

E-mail: [--]

 Attention: [--]

14. This Agreement is executed in 2 original counterparts, having equal legal force, one for each Party.

**For and on behalf of the**

**Disclosing Party**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Z. Gordeziani

Title: Director

**For and on behalf of the**

**Receiving Party**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [--]

Title: [--]