

NON-DISCLOSURE AND NON-HIRING AGREEMENT  
2023-GJ-IE-NDA-C-02

Non-Disclosure and Non-Hiring Agreement (the “NDHA” or the “Agreement”) is entered into on ( “Effective Date”) between:

The “Client”

And

Company name: **UAB "GriJana"**  
Company code: **302808357**  
VAT number: **LT100007006414 (the "Consultant")**

Each of the above referred to as a “Party”, and together as the “Parties”

RECITALS:

WHEREAS, the Client placed the Order and the Parties have entered into the Contract (such relation being “Purpose”); and

WHEREAS, the Parties intend to disclose to each other Confidential Information (as defined hereinafter); and  
WHEREAS, the Parties wish to enter into this Agreement to safeguard the confidentiality of the Confidential Information; and

WHEREAS, the Parties wish to agree on specific Client’s non-hiring undertakings, which for the Consultant is one of the essential preconditions for entering into the Contract and which are entirely acceptable to the Client,

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions have the following meaning:

“Disclosing Party” means a Party of this Agreement, which discloses Confidential Information to other Party of this Agreement.

“Recipient” means a Party of this Agreement, to which Confidential Information is disclosed by other Party of this Agreement.

“Affiliate” means with respect to any person, any other person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person, and for purposes of this definition, “control” shall mean, as to any person, the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise and the terms “controlled by,” “under common control with” and “controlling” shall have correlative meanings.

"Confidential Information" means all business, commercial, economic, financial, operational, technical, administrative, marketing, planning and staff information and data as well as personal data of any person relating to a Party whether in written, oral or any other form and all information, data, know-how, specifications, drawings, processes, formulae, designs, photographs, software programs, Intellectual Property Rights (as defined hereinafter), samples and any other material disclosed by Disclosing Party to the Recipient in connection with the Purpose. Without limitation of the generality of the foregoing, reference to Confidential Information shall include those parts of all analyses, compilations, studies, interpretations and other documents prepared by Recipient, discussions and negotiations relating to the Purpose.

"Intellectual Property Rights" means any and all trade and service marks, trade names, trade secrets, patents, copyrights, design rights (whether registered or not and all applications for any of the foregoing), database rights, moral rights and rights in know-how, confidential information and inventions and other intellectual property rights of a similar or corresponding nature whenever and howsoever arising for the full term thereof and all renewals and extensions thereof.

## 2. PERMITTED USE AND DISCLOSURE

### 2.1. Recipient shall:

- a) keep all Confidential Information confidential, including the fact that discussions with respect to Purpose are taking place between the Parties;
- b) use the Confidential Information only for Purpose;
- c) not disclose any Confidential Information to any person other than to such of its employees, directors or external advisors engaged in Purpose, and Recipient shall ensure that those of its employees, directors and external advisors to whom Confidential Information is disclosed shall observe the terms of this Agreement in all respects as if they were party to it and Recipient shall be liable for breach of any of the terms of this Agreement by any such person.

2.2. In the event of any disclosure or anticipated disclosure of Confidential Information in breach of the terms of this Agreement, Recipient shall promptly inform Disclosing Party what Confidential Information has been disclosed and to which third parties it has been disclosed. In any such event Recipient shall assist Disclosing Party in taking all measures reasonably required to limit further disclosure or dissemination of Confidential Information.

## 3. EXCEPTIONS

3.1. Recipient’s confidentiality obligations under this Agreement shall not extend to Confidential Information which Recipient can demonstrate to Disclosing Party’s satisfaction:

- a) was already in the possession of the Recipient at the date of disclosure hereunder;
- b) was already within the public domain at the date of disclosure hereunder, or has subsequently come in the public domain other than through the act or omission of the Recipient or of any person to which the Recipient has disclosed such Confidential Information;
- c) was acquired independently and without an obligation of confidentiality from a third party, other than an Affiliate of the Disclosing Party, that represents that it has the right to disseminate such information at the time it is acquired by the Recipient;
- d) has been developed by the Recipient independently of the Disclosing Party’s Confidential Information, as can be evidenced by written records;
- e) was required or requested to be disclosed by court order, data request or other legal process or by relevant regulatory authorities. In such event the Recipient shall immediately provide the Disclosing Party with detailed written notice of any such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy;
- f) is released from confidentiality by explicit written notification of the Disclosing Party.

## 4. OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION

4.1. Confidential Information furnished under this Agreement is and shall remain the exclusive property of the Disclosing Party, and except as specifically provided hereunder, nothing contained in this Agreement shall give, or shall be construed as giving the Recipient any right, title, ownership, interest or license or any similar right in or to any Confidential Information and/or any Intellectual Property Rights.

4.2. At the written request of the Disclosing Party, the Recipient shall immediately return to the Disclosing Party all Confidential Information furnished to it, as well as all copies thereof, and certify in writing to Discloser that it has destroyed all Confidential Information. If and to the extent that Confidential Information cannot be returned or destroyed, such as electronic back up files or minutes of meetings, the Recipient shall specify such records and warrant that it shall not make any use of the Confidential Information contained therein and shall maintain strict confidentiality in respect thereof.

## 5. NO WARRANTY

5.1. The Disclosing Party makes no representation or warranty, express or implied, as to, and assumes no responsibility for the accuracy, reliability, completeness or fitness for purpose of the Confidential Information or any other information disclosed by it, and shall have no obligation to update or correct any inaccuracy in the Confidential Information or any other information furnished by it hereunder, or be otherwise liable to the Recipient or any other person in respect of the Confidential Information or any information provided by it hereunder.

5.2. Nothing in this Agreement imposes an obligation on either Party to disclose any information or Confidential Information, or to enter into any subsequent dealings or agreements with the other Party

## 6. NON-HIRING

6.1. During the period beginning on the completion of the Services and ending after 1 (one) year (12 months), the Client shall not, and shall cause each of his or his Affiliates not to, and shall not assist any third person to, directly or indirectly, (i) solicit, recruit or hire any employee, independent contractor or consultant of the Consultant (he “Consultant Employee”), or any person who was an employee, independent contractor or consultant of the Consultant at any time during the 12 months period before the completion of the Services, and (ii) solicit or encourage any Company Employee to leave the employment of the Consultant; provided, however, that, without limiting the restrictions against hiring, the provisions of this Clause 6 shall not prevent the Client or any of his Affiliates from making a general solicitation for employment that are not specifically targeted at the Company Employees.

6.2. for avoidance of any doubts, restrictions and limitations defined in Clause 6.1. above shall apply only in respect of the Consultant Employee who has been directly involved in or related to the provision of the Services to the Client.

6.3. For avoidance of doubts – this Clause 6 – in no way restrict Client’s and third persons relationships as long as they are covered by 2 Stage of Order and Client duly fulfils all their obligations in that respect.

## 7. LIABILITY

7.1. The rights and remedies provided hereunder are cumulative with any rights or remedies available to a Party by law.

7.2. The Recipient shall fully indemnify and hold the Disclosing Party harmless from and against any damages, loss, costs, charges, expenses, legal fees and disbursements and any other liabilities suffered as a result of or in connection with any breach of this Agreement by the Recipient or its employees or other representatives.

7.3. In the event that the either Party commits a breach of any of the obligations under this Agreement, such Party shall pay to the counter Party a penalty, which is immediately due and payable and is without the right of setoff, of EUR 25 000,00 sum for each incident of breach.

7.4. The claiming of a penalty shall not prejudice the right of said counter Party to claim full damages and to obtain injunctive relief and specific performance of the obligations of the Party-in-breach under this Agreement.

7.5. In addition to Consultant’s rights and remedies according to laws and contracts – in case of breach of this Agreement by Client – Consultant automatically becomes entitled to publicly (including but not limited to social media sources) disclose all and any information in relation to Contract and Client and all details about their relationships.

## 8. GDPR

8.1. Protection of Personal Data. All Consultant’s disclosed Personal Data of his own or third service providers to Client, shall cause and oblige Client to comply with all applicable data protection laws and regulations (including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council with all its changes or replacing regulations, if any).

8.2. Client shall apply the highest physical, technical, administrative and organizational measures to ensure a level of security of Personal Data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

8.3. Client agrees that it will not withhold or delay its consent to any changes to these clauses which in Consultant’s reasonable opinion are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and advice from any competent supervisory authority and agrees to implement any such changes at no additional cost to Consultant.

8.4. Client acknowledges that the processing of Personal Data in accordance with the Contract may require the conclusion of additional data processing or data protection agreements with Consultant. To the extent such additional agreements are not initially concluded as part of the Contract, Client, its relevant affiliates or subcontractors shall upon Consultant’s request promptly enter into any such agreement(s), as designated by Consultant and as required by mandatory law or a competent data protection or other competent authority.

## 9. TERM AND TERMINATION

9.1. This Agreement will commence on the Effective Date and will continue for 5 years thereafter.

Non-Disclosure and Non-Hiring Agreement (the “NDHA”)

9.2. Either Party may terminate the discussions contemplated by this Agreement at any time by means of giving written notice to the other Party, however termination will not affect Parties obligations, undertakings and liabilities.

10. ENTIRE AGREEMENT, LAW AND ARBITRATION:

10.1. This Agreement constitute the entire agreement between the Parties in relation to subject matter. After conclusion of this Agreement all and any previous correspondence or agreements, verbal or written negotiations etc. between the Parties become null and void.

10.2. This Agreement is governed by and shall be interpreted according to the laws of the Republic of Lithuania.

10.3. Any dispute, arising out of or relating to this Agreement, shall be finally settled by arbitration in the Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration. All procedural documents shall be served via Parties' e-mails indicated in the Contact Details field. The number of arbitrators shall be 1 (sole). The place of arbitration shall be Vilnius, Lithuania. The language of arbitration shall be English. The law of Lithuania shall be applicable to the dispute.

11. MISCELLANEOUS

11.1. No failure or delay on the part of a Party to exercise any right under this Agreement shall operate as a waiver thereof, and a waiver of any provision of this Agreement is only effective if given in writing and only in the instance and for the purpose for which it is given.

11.2. Neither Party is entitled to assign or transfer all or part of its rights and obligations under this Agreement to any third party without the prior written consent of the other Party.

11.3. This Agreement is construed in the English language.

Conclusion of the Agreement:

By confirming this Agreement the Client hereby irrevocably confirms that he (i) has carefully and diligently read, understood, assessed the wording of this Agreement and (ii) agrees and enters in to the Agreement and the Agreement as from the moment of confirmation is legally binding to the Client and shall be fulfilled by him in due order.