**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (the “**Agreement**”) is made on 13 March, 2023 by and between:

(1) **Mestiachala Energy LLC**, a limited liability company incorporated and existing under the laws of Georgia, identification number: 405539252, represented by its Director Nino Tshkhadaia; and

(2) [**-company name-]**, a company duly organized and existing under the laws of [-country-] Hungary, having its registered seat at [-address-], represented by its [-position-] [-name-],

Hereinafter collectively referred to as the “**Parties**"and each a “**Party**”, as follows:

1. With respect to Mestiachala Energy LTD Electrical Transmission Line works (the “**Project**”), each Party will disclose (the “**Disclosing Party**”) to the other Party (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**”). 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).
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, advisers, subcontractors, auditors, insurers and insurance brokers, subsidiaries and/or parent companies or other affiliates, 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.
2. 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.
3. 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.
4. 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.
5. Each Party agrees to defend, indemnify and hold harmless the other Party, and its and their respective directors, employees and agents, for any and all loss, damage, liability, and reasonable attorneys’ fees resulting from a breach of any obligation contained in this Agreement by either Party or by any person, firm, or entity to whom the Party revealed or provided access to or use of the Information.
6. Each Party hereto represents and warrants to the other, that the person signing this Agreement on its behalf is duly authorized therefore and has legal capacity to execute and deliver this Agreement.
7. This Agreement shall become effective from the date of its signature by both Parties and shall remain in force for 3 (three) years after the date of the Receiving Party’s final receipt (in whatever manner) of any Information.
8. 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.
9. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
10. All disputes arising out of or in connection with this Agreement or related to its violation, termination or nullity shall be submitted to Georgian International Arbitration Centre for final settlement by arbitration under the Arbitration Rules of Georgian International Arbitration Centre (GIAC Rules) by one arbitrator appointed in accordance with these Rules. The place of arbitration shall be Tbilisi, Georgia. The language to be used in the arbitral proceedings shall be English.
11. If, at any time, any provision 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.
12. This Agreement may not be modified or amended except by written amendments duly executed by the Parties. This requirement of written form can only be waived in writing.
13. This Agreement is executed with full understanding of the terms and conditions by the Parties in English in 2 (two) original counterparts, having equal legal force, one counterpart for each Party.

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| **For and on behalf of Mestiachala Energy:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Name:** Nino Tskhadaia **Title:** Director | **For and on behalf of [-Company name-]:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Name:** [-----]**Title:** [-----] |