**NON-DISCLOSURE AGREEMENT**

This agreement (“**Agreement**”) is made on \_\_\_\_\_\_\_\_\_ 2024, between:

1. **Bulgargaz EAD**, registered at the Commercial Registry and registry for NPLE at the Registry Agency under UIC 175203485, having its seat and registered address at: Sofia, 47 Petar Parchevich Str., hereinafter referred to as “**Bulgargaz**””; and
2. ……………. having its seat and registered address at ...................................., hereinafter referred to as the “**Recipient**”),

each one of the legal entities listed above individually referred to as a “**Party**” and collectively as the “**Parties**”,

**WHEREAS**, **Bulgargaz** will furnish the **Recipient** with Confidential Information, as defined below, in connection with the Recipient’s participation in Tender Procedure for partial transfer of the rights and obligations of Bulgargaz EAD under the Framework Agreement signed with Botas for the provision of regasification, storage and transmission of liquefied natural gas service to the Strandzha 1/Malkoçlar Interconnection Point. organized by **Bulgargaz**;

**NOW THEREFORE**, the Parties agree as follows:

1. **Definitions**

In this Agreement:

“**Project**” means Tender Procedure for partial transfer of the rights and obligations of Bulgargaz EAD under the Framework Agreement signed with Botas for the provision of regasification, storage and transmission of liquefied natural gas service to the Strandzha 1/Malkoçlar Interconnection Point. organized by Bulgargaz;

**“Confidential Information**” means any information to be disclosed by Bulgargaz to the Recipient in connection with its participation in the Project;

"**Representatives**" means in relation to any of the Parties, its directors, officers, representatives, advisors and others, involved in the Project implementation.

1. **CONFIDENTIAL INFORMATION**
   1. In consideration of and as a condition to the disclosure of any Confidential Information by **Bulgargaz** or its Representatives, the **Recipient** acknowledges **Bulgargaz**’ rights over the Confidential Information and its confidential nature as may be received by the **Recipient** or its Representatives and commits:
2. to keep and hold such Confidential Information confidential and/ or to cause its Representatives to keep and hold such Confidential Information confidential and
3. to take or abstain from taking certain other actions as set forth herein.
   1. The **Recipient** shall protect the Confidential Information with the highest standard of care possible and cause its Representatives to do the same and to store and to handle the Confidential Information in such a way as to prevent unauthorised disclosure and/or use. The Recipient is responsible for the actions of its Representatives as if it were its own actions.
   2. Confidential Information or any part thereof shall not be used by the **Recipient** to unfairly compete or obtain unfair advantage for itself or for third parties vis-à-vis the other Party.
4. **EXCEPTIONS**

Confidential Information shall not include:

1. information which is or has become ascertainable or obtainable from public or published information other than as a result of a breach of this Agreement by the **Recipient** or its Representatives, and/or
2. information which was developed independently by the **Recipient** or its Representatives, and/or
3. information the disclosure of which has been authorised in writing by **Bulgargaz** subject to any restrictions to such disclosure.

If the **Recipient** seeks to rely upon an exception in this clause 3, the **Recipient** shall have the onus of proving that such exception applies.

1. **RESTRICTION ON USE**
   1. The **Recipient** agrees that the Confidential Information will be used solely for the purpose of its participation in the Project and that such Confidential Information will be kept confidential by it.
   2. In case of violation of the confidentiality obligation laid out in this Agreement, the **Recipient** shall pay Bulgargaz a penalty in the amount of EUR 100,000 (one hundred thousand euros) for each individual violation, as well as to compensate Bulgargaz for all damages suffered, the amount of which exceeds the amount of the penalty.
2. **RIGHTS OVER THE CONFIDENTIAL INFORMATION**
   1. The **Recipient** agrees and acknowledges that the Confidential Information is and shall remain sole and exclusive property of **Bulgargaz**.
   2. No provision or disclosure of the Confidential Information by **Bulgargaz** shall be deemed to give the **Recipient** any right of use or to disclose such Confidential Information except in strict compliance with this Agreement. The **Recipient** agrees and acknowledges that nothing contained in this Agreement shall be deemed to grant to the **Recipient** any right with respect to any part of the Confidential Information.
3. **DESTRUCTION OF INFORMATION** 
   1. Within seven (7) days of the announcement of the ranked participants in the Project, if for any reasons **Bulgargaz** and the **Recipient** have not concluded the contract envisioned under the Project, the **Recipient** shall promptly destroy all Confidential Information along with all copies of the same in whatever form or any notes, summaries or other tangible material containing Confidential Information. The **Recipient** shall provide a written statement to the effect that upon such destruction it and its Representatives have not knowingly retained in their possession or under their control, either directly or indirectly, any Confidential Information.
   2. Notwithstanding the above, **Bulgargaz** is entitled to require in writing at any time that the Recipient returns or destroys the Confidential Information. The **Recipient** shall comply with any such request within seven (7) days of receipt of such request.
4. **REQUEST TO DISCLOSE**

In the event that the **Recipient** or anyone to whom the Confidential information has been supplied by the **Recipient** receives a request to disclose under the terms of a subpoena, order, civil investigative demand or similar process issued by a court of competent jurisdiction or by a governmental body all or any part of the Confidential Information, such **Recipient** shall:

1. notify **Bulgargaz**  promptly in writing of the existence, terms, and circumstances surrounding such request, and
2. consult with **Bulgargaz** on the advisability of taking legally available steps to resist or narrow such request, and
3. give **Bulgargaz** the opportunity to defend, limit or protect against such disclosure, and
4. if disclosure of such information is lawfully required, furnish only that portion of the Confidential Information which is legally necessary, or, if disclosure is required for all circumstances, to require from the competent authority that the provided information is processed by observing the confidentiality regime between the Parties.
5. **PUBLIC ANNOUNCEMENT**

Any public announcement relating to the existence of this Agreement and/or discussions between the Parties shall be agreed in advance between **Bulgargaz** and the **Recipient** in writing.

1. **NO WAIVER**

The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

1. **ENTRY INTO FORCE AND DURATION**

This Agreement shall continue in full force and effect for a period of one (1) year from the effective date stated above. The Parties agree that the confidentiality obligations under articles 2, 4, 5, 7, 9, 11 and 12 of this Agreement shall survive the termination of the Agreement.

1. **APPLICABLE LAW**

This Agreement shall be governed and construed in accordance with the laws of Bulgaria.

1. **DISPUTES**

All disputes arising out of or in connection with this Agreement shall be referred for resolution to the competent Bulgarian court in Sofia.

1. **AMENDMENT**
   1. No amendment, interpretation or waiver of any of the provisions of this Agreement shall be effective unless made in writing and signed by the Parties.
   2. In the event that any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal or unenforceable in any respect.:
2. such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement,
3. the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and
4. the Agreement shall be carried out as nearly as possible according to its original terms and intent. The same shall apply mutatis mutandis with respect to any situation not contemplated by the Parties in this Agreement.
5. **NOTICES**

A notice under or in connection with this Agreement (a "Notice") shall be in writing and delivered personally or sent by courier to the address specified below.

For **Bulgargaz**:

Address: Sofia, 47 Petar Parchevich Str.

E-mail:

Marked for the attention of …………………………..

For the **Recipient**:

Address:

Email:

Marked for the attention of …………………………..

1. **MISCELLANEOUS**

This Agreement has been prepared and executed in two identical versions– one for each Party.

**For and on behalf of Bulgargaz EAD**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Veselin Sinabov**

**Executive Director**

**For and on behalf of the Recipient**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Executive Director**