**MUTUAL NON-DISCLOSURE AGREEMENT**

This Mutual Non-disclosure Agreement (the “**Agreement**”) is made as of [**date**] (“**Effective Date**”) by and between

**RB Rail AS**, a company registered in the Latvian Commercial Register under the registration No. 40103845025, having its registered office at K.Valdemāra iela 8-7, Riga, LV-1010, Latvia (“**RB Rail**”), represented by its Management Board Chairperson Agnis Driksna on the basis of the Regulations of Representation Rights dated 20 July 2020, and **[name, surname], [personal No, residence address]** or **[company name]**, **[registration number], [legal address]** (“Recipient”).

1. Purpose. RB Rail will provide to the Recipient certain information on open competition ,,ASSESSMENT BODY(ASBO) SERVICES FOR RAIL BALTICA GLOBAL PROJECT”, ID No RBR 2021/3. This Agreement is intended to allow the parties to work on the specific assignment while protecting RB Rail’s Confidential Information (including Confidential Information previously disclosed to the Recipient in relation to the purpose indicated in this Clause) against unauthorised use or disclosure.
2. Definition of Confidential Information**.** “**Confidential Information**” means any and all information disclosed by the RB Rail to the Recipient, including but not limited to any oral, written, graphic or machine-readable ‑ information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (includingsource and object code), computer programs, algorithms**,** business plans, agreements with third parties, services, customers, marketing or finances of RB Rail. The Confidential Information includes, among other things, the respective Recipient experts’ documents and information received by RB Rail under this Agreement regarding the matters mentioned in Clause 1 of this Agreement.
3. Non-disclosure of Confidential Information
	1. The Recipient agrees not to use any Confidential Information disclosed to it by RB Rail for its own use or for any purpose other than the purpose indicated in Clause 1 of this Agreement (the “**Permitted Purpose**”). The Recipient shall not disclose or permit disclosure of any Confidential Information of the RB Rail to third parties. The Recipient and the receiving party (any natural or legal person, any employee or personnel of the Recipient) will inform in writing any person to whom the Confidential Information is to be given pursuant to this sub-Clause of confidential nature of the Confidential Information and that some or all of such Confidential Information may be price-sensitive information, except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information. The receiving party (any natural or legal person, any employee or personnel of the Recipient) will inform in writing any person to whom the Confidential Information is to be given pursuant to this sub-Clause of confidential nature of the Confidential Information and ensure that the receiving party will undertake information protections measures equal to the protection measures under the Agreement. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised under this Agreement (if any) to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each party agrees to notify the other party in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing party which may come to the receiving party’s attention. In any occasion it is the Recipient's responsibility to ensure that any disclosure (if permitted herein) of the Confidential Information shall meet the same requirements as the Recipient has in this Agreement
4. **Exceptions**. Notwithstanding the above, neither party shall have liability to the other party with regard to disclosure of any Confidential Information of the other party if it:
* was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party;
* is disclosed with the prior written approval of the disclosing party;
* becomes known to the receiving party, without restriction, from a source other than the disclosing party without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party’s rights.
1. **Limitations**. The obligation not to disclose the Confidential Information does not apply when it results from the imperative provisions of law and disclosure of Confidential Information is demanded from the receiving party by a court or a competent public authority. In the event that the receiving party receives a disclosure order, the receiving party shall disclose only that portion of the Confidential Information which it is legally required to disclose, and prior to such disclosure, the receiving party, if permitted by applicable law, shall give the disclosing party, and the disclosing party’s legal counsel, an opportunity to review the Confidential Information in prior to the disclosure.
2. Return of Materials**.** All Confidential Information supplied to the Recipient shall be promptly returned to RB Rail, accompanied by all copies of such Confidential Information made by the Recipient, within five (5) business days after the RB Rail`s written request and the Recipient shall use its reasonable endeavours to ensure that anyone to whom the Recipient has supplied any Confidential Information destroys or permanently erases (to the extent technically practicable) such Confidential Information and any copies made by them.
3. Term and Termination; Survival of Obligations**.** This Agreement enters into force when all parties have signed this Agreement and can be terminated by either party with immediate effect by giving a written notice to the other party. Upon termination, the receiving party shall stop making use of the Confidential Information. The obligations of the parties to this Agreement under this Agreement shall survive and shall continue to apply during five (5) years following expiration or termination of this Agreement for any reason whatsoever.
4. Successors and Assigns**.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.
5. Severability**.** If any provision of this Agreement shall be held to be illegal, invalid, void or unenforceable under Applicable Laws, the legality, validity and enforceability of the remainder of this Agreement shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected.
6. **Governing Law and Dispute Resolution**. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Republic of Latvia. If the parties are unable to reach an agreement by negotiation, then any dispute, disagreement or claim arising from this Agreement shall be finally resolved in the courts of the Republic of Latvia.
7. Remedies**.** In the event that the Recipient breaches its commitments under the Agreement, the Recipient shall compensate all direct damages to RB Rail. The Parties also agree that the Recipient’s obligations set forth in the Agreement are necessary and reasonable in order to protect RB Rail’s interests and its business. RB Rail and the Recipients each expressly agree that due to the unique nature of the Confidential Information, compensation of direct damages solely might be inadequate to compensate RB Rail for any breach by the Recipients of their covenants and agreements set forth in this Agreement. Accordingly, the Parties agree and acknowledge that any

such violation or threatened violation shall cause irreparable injury to the RB Rail and that, in addition to any other remedies that may be available, in law, in equity or otherwise, RB Rail shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Recipients, without the necessity of posting a bond or other security or proving actual damages.

1. Amendment and Waiver**.** Any term of this Agreement may be amended with the written consent of RB Rail and the Recipient. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

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| **For RB Rail:** | **For the Recipient:** |
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