Istrana sp. z o.o.

Non-disclosure Agreement and Disclosed Data

A necessary condition for proceeding with the tender procedure is to properly complete, sign and return a non-disclosure agreement to the following e-mail address:

office@istrana.pl under the e-mail subject heading of ‘NDA Istrana T5 offshore wind terminal project’

the correctness and completeness of the submission of the non-disclosure agreement document will be evidenced by the tenderer's fulfilment of all of the following conditions below:

• the need to send back the signed NDA in advance to proceed with the tender process (including the opportunity to submit tender queries and to access the disclosed data) under penalty of nonparticipation in the tender process;

• the need for the NDA to be signed with a qualified electronic signature by representatives of the tender who have the authority to represent the tender (required to attach a copy of the national court register or powers of attorney)

• the need to send the NDA in english;

in the same e-mail of the retuning NDA, the tenderer must state a maximum of two members from the tenderer’s team stating the following:

1. full name
2. company
3. position/role in company
4. email address

once the NDA has been returned successfully, the named members of the tenderer’s team will then be invited to access the disclosed data via an ftp site where they are free to download the contents

Istrana sp. z o.o.

CONFIDENTIALITY AGREEMENT

Interpretation – further definitions are at the end of this Agreement

Discloser/ Recipient, Party or Istrana	**Name**	**Istrana sp. z o.o.**
	Registered Number	Entered in the Register of Entrepreneurs of the National Court Register under KRS No. 0000973278, with a share capital of PLN 1,500,000.00, NIP 252-29-09-008
	Country of Incorporation	Poland
	Address	Kontenerowa Str. 7, 80-601 Gdańsk
Discloser/ Recipient, Party or …… …… ……	**Name**	……
	Registered Number	Entered in the Register of Entrepreneurs of the National Court Register maintained by District Court ……, …… …… ……
	Country of Incorporation	……
	Address	……
	Email	……
Express Purpose		Submitting an Offer for Construction Works of T5 Terminal
Date of Agreement		_____

BACKGROUND

In connection with discussions between the Parties, with respect to the Express Purpose, each Party (as to information disclosed by it, the "Discloser") agreed to provide the other Party (as to information received by it, the "Recipient" with certain confidential and proprietary information. In consideration of both Parties having agreed to disclose Confidential Information to each other on behalf of itself, Related Parties, Representatives and Professional Advisers the Parties agree with and undertake on the terms of this Agreement.

1. CONFIDENTIALITY

1.1 Treatment of Confidential Information

The Recipient must, and must ensure that its Related Parties, Representatives and Professional Advisers must:

(a) keep the Confidential Information strictly private and confidential and, subject to the terms of this Agreement, not directly or indirectly disclose or publish the Confidential Information, without the consent of the Discloser;

(b) not do anything to cause or constitute a breach of any applicable insider trading or market abuse laws or regulations (or their equivalent) in relation to the Confidential Information;

(c) maintain reasonably effective security measures to safeguard all Confidential Information from unauthorised access, use, copying, disclosure, damage or destruction;

(d) notify the Discloser of any breach or suspected breach of this Agreement or any infringement or suspected infringement of confidentiality in connection with the Confidential Information by the Recipient or any person to whom the Recipient has disclosed the Confidential Information, as soon as it becomes aware of it;

(e) comply with any reasonable request from the Discloser in respect of the Confidential Information, including a request to prevent or restrain a breach or suspected breach of this Agreement or any infringement or suspected infringement of the Discloser's rights by the Recipient or any person to whom the Recipient has disclosed the Confidential Information, whether by court proceedings or otherwise; and

(f) not reproduce in any form any part of a document which contains, is based on or utilises the Confidential Information, other than for the Express Purpose, without the prior written consent of the Discloser.

1.2 Advice to the Discloser

If either Party determines that it does not wish to proceed further with a transaction in relation to the Express Purpose, it must promptly advise the other Party in writing of that fact and comply with the provisions of clause 4.

1.3 Ownership of Confidential Information

All Confidential Information disclosed to the Recipient remains the property of the Discloser (or the relevant Discloser Party).

2. PERMITTED USE AND DISCLOSURE

2.1 Use for Express Purpose

The Recipient, Related Parties, Representatives and Professional Advisers may only use the Confidential Information for the Express Purpose.

2.2 Incorporation of Confidential Information in documents

The Recipient, Related Parties, Representatives and Professional Advisers (but in relation to Related Parties and Professional Advisers required to execute a separate confidentiality agreement under clause 2.3(c), only after execution of such agreement) may prepare documents which contain, are based on or utilise part or all of the Confidential Information only for the Express Purpose.

2.3 Disclosure

Subject to clauses 2.4 and 2.7, the Recipient may disclose the Confidential Information in connection with the Express Purpose to Related Parties, Representatives and their Professional Advisers who, prior to the disclosure of any Confidential Information:

(a) have a specific need to have access to the Confidential Information for the Express Purpose; and

(b) have been informed by the Recipient that they owe a duty of confidence to the Discloser Party; and

(c) in the case of Related Parties and Professional Advisers (except Professional Advisers who owe a professional duty of confidentiality to the Recipient in connection with the Confidential Information), execute a separate confidentiality agreement in a form substantially similar to this Agreement for the benefit of the Discloser Party.

2.4 Breach by non-parties

The Recipient must ensure that none of the persons to whom the Confidential Information is disclosed in accordance with clause 2.3 of this Agreement does or omits to do anything which, if done or omitted to be done by the Recipient, would constitute a breach of the Recipient's obligations under this Agreement; provided that the Recipient will not be responsible for any person who has executed a Confidentiality Agreement in a form substantially similar to this Agreement with the Discloser in connection with the Express Purpose pursuant to clause 2.3(c).

2.5 Discretion as to disclosure

(a) The Discloser is free and entitled to disclose or make available Confidential Information on such terms and conditions as the Discloser in its absolute discretion sees fit. Further, the Discloser may conduct discussions or negotiations in relation to the Express Purpose at the same time with persons other than the Recipient. The Recipient agrees that nothing in this Agreement imposes any obligation on any Discloser Party to supply Confidential Information or (whether or not any Confidential Information is supplied) enter into or continue any discussions and/or negotiations with the Recipient in respect of the Express Purpose, and the Discloser shall be free at any time and with immediate effect to terminate for any reason all discussions and/or negotiations with the Recipient relating to the Express Purpose.

(b) The Recipient acknowledges that the Discloser Party may become subject to further confidentiality agreements relating to the Confidential Information and that access of the Recipient, Related Parties, Representatives and Professional Advisers to further Confidential

Information may be contingent upon execution and delivery of a supplement to this Agreement that will require the Recipient to maintain confidentiality of that Confidential Information in a manner similar to that required of the Discloser Party.

2.6 No Warranty

(a) Except as otherwise expressly agreed in writing, no representation or warranty, expressed or implied, is or will be made, and no responsibility or liability is or will be accepted by any Discloser Party or any of their respective representatives, agents or advisers, as to, or in relation to, the accuracy or completeness of any Confidential Information made available to the Recipient or the Recipient's Related Parties, Representatives or their respective Professional Advisers and the Recipient is responsible for making its own evaluation of such Confidential Information.

(b) Nothing in this clause 2.6 operates to limit or exclude any liability for fraud.

2.7 Disclosure required by law

The Recipient may disclose Confidential Information which it is required to disclose:

(a) by the laws or regulations of any country with jurisdiction over the affairs of the Recipient; or

(b) by any requirement or order of any court of competent jurisdiction or other competent judicial, governmental or regulatory body, or by the rules of, or notice issued by, any stock exchange or listing authority.

However, to the extent legally permissible and reasonably practicable, before the Recipient makes any disclosure under this clause 2.7, the Recipient must provide the Discloser with prompt written notice of the requirement to disclose Confidential Information to enable the Discloser to seek an appropriate protective order or to take steps to resist or narrow the scope of the requirement to disclose the Confidential Information. If written notice of such requirement is not legally permissible or reasonably practicable prior to such disclosure, then the Recipient must provide the Discloser with written notice at such time as it becomes legally permissible (if at all) or reasonably practicable to do so. When making any disclosure, the Recipient must, so far as reasonably practicable, only disclose the minimum Confidential Information required to comply with the applicable requirement and use reasonable endeavours to ensure that the person receiving the Confidential Information agrees to keep it confidential. Where the disclosure is by way of public announcement the Recipient will agree (so far as reasonably practical and legally permissible) the form of such announcement with the Discloser in advance.

3. LIMITATIONS

The provisions of this Agreement do not extend to any information supplied, directly or indirectly, by the Discloser which:

(a) is in or becomes part of the public domain other than directly or indirectly as a result of a breach of this Agreement or of any other agreement or confidentiality obligation between the Recipient, any Related Parties, Representatives or their respective Professional Advisers and the Discloser Party, if any;

(b) was known to the Recipient at the time of disclosure of the information except as a result of a prior confidential disclosure to the Recipient or any Related Parties, Representatives or

their respective Professional Advisers by or on behalf of the Discloser Party (as can be reasonably demonstrated from the written records of the Recipient); or

(c) is disclosed to the Recipient by any third party who is not known by the Recipient to be acting in breach of a confidentiality obligation owed to the Discloser Party (as can be reasonably demonstrated from the written records of the Recipient).

4. RETURN OF CONFIDENTIAL INFORMATION

4.1 Return or destruction

Subject to clause 4.2, if requested by the Discloser, the Recipient must, and must ensure that any Related Parties, Representatives and Professional Advisers, promptly:

(a) at the direction of the Discloser, return to the Discloser or destroy all documents containing any Confidential Information, all documents referred to in clause 2.2 and any copies of either of those two types of documents; and

(b) to the extent reasonably practicable, remove from electronic storage all Confidential Information, including such information combined with any other information;

and on request by the Discloser, must provide written confirmation that it has complied with its obligations in this clause 4.1.

4.2 Right to retain

Notwithstanding clause 4.1, the Recipient, any Related Parties, Representatives and their respective Professional Advisers may retain any of the Confidential Information each is required to retain by law, rule or regulation, including the rules of an applicable professional body; provided that any such Confidential Information is kept strictly private and confidential in accordance with the terms of this Agreement.

4.3 No release

No act or omission by the Recipient pursuant to clauses 4.1 or 4.2 releases the Recipient, Related Parties, Representatives or their respective Professional Advisers from their obligations under this Agreement. For the avoidance of doubt, any Confidential Information (including any document that contains, is based on or utilises part or all of the Confidential Information) retained by the Recipient, Related Parties, Representatives or Professional Advisers pursuant to clauses 4.1(b) or 4.2, shall remain subject to the terms of this Agreement for so long as such Confidential Information is retained.

5. TERM OF AGREEMENT

The Recipient must observe the obligations of confidentiality expressed in this Agreement for 24 months from the date of this Agreement provided that if the Recipient continues to hold Confidential Information after the expiry of such 24 month period, the Recipient shall continue to be bound by the terms of this Agreement in relation to that Confidential Information. This clause survives termination of this Agreement.

6. SPECIFIC PERFORMANCE

The Recipient acknowledges that monetary damages may not be an adequate remedy for the Discloser Party for breach by the Recipient or any Related Parties, Representatives or Professional Advisers of the Recipient's obligations hereunder and accordingly the Recipient agrees with the Discloser (for its own benefit and the benefit of the Discloser Party) that the Discloser Party shall be entitled to seek specific performance of the Recipient's obligations under this Agreement and to injunctive and other equitable relief in addition to any other remedy to which the Discloser Party may be entitled at law or in equity.

7. MISCELLANEOUS

7.1 Whole Agreement

This Agreement contains all the terms agreed by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, understandings or arrangements between them whether oral or in writing and no representation, undertaking or promise shall have been taken to have been given or be implied from anything said or written in negotiations between the parties prior to the date of this Agreement except as set out in this Agreement.

7.2 Governing law

The construction, validity and performance of this Agreement is governed by the laws of Poland.

7.3 Jurisdiction

Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the Polish courts for the purposes of any proceedings arising under or in connection herewith.

7.4 Amendments

This Agreement may only be amended in writing and by the mutual agreement of the parties.

7.5 No waiver

The failure or delay of a party to exercise its rights will not be a waiver of its rights.

7.6 Assignment

Neither party may assign any of its rights or obligations under this Agreement without the consent of the other party (such consent not to be unreasonably withheld).

7.7 Third Party Rights

(a) The undertakings and acknowledgements given by the Recipient in this Agreement shall additionally be for the benefit of each Discloser Party, each of which may enforce its terms.

(b) Save as set out in paragraph (a), it is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this Agreement is not intended to, and does not, give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.

(c) The parties to this Agreement shall be entitled to agree any amendment, waiver or settlement under or arising from this Agreement, or to terminate it, without the consent of any third party that has a right to enforce this Agreement.

7.8 Severability

If a term or condition in this Agreement is void, voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if part of the wording were deleted or its extent reduced or modified, or if the period or area or nature of any such term or condition were reduced then such term or condition shall apply with such modification as may be necessary to make the same valid and enforceable.

7.9 Personal Data

In connection with the implementation of this Agreement:

a) Istrana sp. z o.o. provides …… *[company name]* …… with the personal data of its representatives or persons performing the Agreement on behalf of Istrana sp. z o.o. Personal data of persons performing the Agreement on behalf of Istrana sp. z o.o. will be used by …… *[company name]* …… in the course of the performance of this Agreement for contact purposes and for Istrana sp. z o.o. to take any other actions and activities necessary to perform the Agreement;
b) …… *[company name]* …… provides Istrana sp. z o.o. with the personal data of its representatives or the personal data of …… *[company name]* …… Personnel or the personal data of persons acting on behalf of subcontractors. Personal data of all persons mentioned in this point will be used by Istrana sp. z o.o. in the course of the implementation of this Agreement for contact purposes and for Istrana sp. z o.o. to take any other actions and activities necessary for the performance of the Agreement.

Personal data from persons of both parties will include: name and surname, job title, telephone numbers (landline, email), e-mail address.

Each Party undertakes, on behalf of the other Party, to inform its representatives about what their personal data, for what purpose and on what legal basis will be processed by the other Party, taking into account the content of this paragraph, and to inform them about their rights. and provide them with other required information referred to in Articles 13 and 14 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27/04/2016. on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC ("GDPR").

The personal data of contact persons will be kept for as long as it is necessary to achieve the purposes referred to in this paragraph, but not longer than for a period of 5 years from the termination or expiry of this Agreement.

Personal data of persons authorized to contact us from …… *[company name]* ……, as well as persons concluding the Agreement on behalf of Istrana sp. z o.o. will be processed by Istrana Sp. z o.o. in accordance with the rules available https://baltichub.com/strefa-klienta/polityka-prywatnosci/. …… *[company name]* …… undertakes to provide this information to persons whose data will be transferred Istrana sp. z o.o.

7.10 Notices

Any notices or other communications contemplated or required under this Agreement shall be in writing and shall be either delivered by hand (including by courier) or sent by facsimile or email transmission at the addresses and/or facsimile numbers provided above. Written notice or other written communication served by fax, email or hand shall be deemed to have been duly given or made as follows:(a) if sent by fax or email at the time of transmission; or (b) in the case of delivery by hand, when delivered, provided that in each case where delivery by fax, email or by hand occurs after 6pm on a day (excluding Saturday) on which banks generally are open in the City of London for the transaction of normal banking business (a "Business Day") or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day. In proving service it shall be sufficient to prove that the envelope containing such notice was properly addressed and delivered to the address shown thereon or that the facsimile transmission was made and a facsimile confirmation report was received, as the case may be.

7.11 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of the counterparts together shall constitute one and the same agreement.

8. DEFINITIONS AND INTERPRETATION

8.1 Definitions

These meanings apply unless the contrary intention appears:

Confidential Information means:

(a) all information of any kind (including, without limitation, the contents of oral communications, documents, information on computer disk, visual presentations or otherwise) provided to the Recipient, Related Parties or Representatives or persons acting on their behalf by or on behalf of a Discloser Party, in connection with the Express Purpose;

(b) the fact that Confidential Information may be or has been provided to the Recipient, its Related Parties, Representatives or their respective Professional Advisers;

(c) the fact that the Recipient, its Related Parties, Representatives or their respective Professional Advisers may be, or have been, participating in, and/or has withdrawn from, discussions with a Discloser Party in relation to the Express Purpose or the substance of any such discussions;

(d) the fact that a Discloser Party may be interested in the transaction contemplated by the Express Purpose or the substance of any such interest; and

(e) the terms of this Agreement (including the identity of the parties),

but excludes any information covered by clause 3.

Control means:

(a) the ability to control the composition of the board of directors or equivalent body whether through ownership of voting capital, by contract or otherwise;

(b) the ownership of a majority of the shares or the right to acquire a majority of the shares; or

(c) the power to exercise a majority of the total voting rights,

and the terms “Controlled by” and “under common Control with” have corresponding meanings.

Controlled Company means, in respect of any company (the “Principal”), any other company which is Controlled by that Principal.

Discloser Party means the Discloser, any Controlled Company of the Discloser, any companies in respect of which the Discloser is a Controlled Company or any company under common Control with the Discloser, and any fund advised or managed by any such company.

Professional Adviser means the professional advisers or consultants engaged by the Recipient or Related Parties of the Recipient to advise them in connection with the Express Purpose.

Related Party means any Controlled Company of the Recipient, any company in respect of which the Recipient is a Controlled Company or any company under common Control with the Recipient.

Representative means any director, officer or employee of the Recipient.

8.2 Interpretation

Unless the contrary intention appears, a reference in this Agreement to:

(a) a document includes any computer program, circuit, circuit layout, drawing, specification, note, plan, material, record, analysis, report and any other means by which Confidential Information may be stored or reproduced;

(b) any thing (including any right) includes a part of that thing;

(c) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;

(d) the word “including” is not a term of limitation;

(e) the singular includes the plural and vice versa;

(f) consent means prior written consent;

(g) an obligation of a party not to do a thing includes an obligation not to permit that thing to be done; and

(h) a person includes individuals, companies, unincorporated associates, partnerships, trusts, government entities and other bodies whether or not having separate legal personality and references to companies shall include companies wherever established or incorporated.

EXECUTED by the parties as an Agreement.

SIGNED for and on behalf of
…….
by its duly authorised representatives:

_____
Signature of authorised representative

_____
…….

_____
Attorney/…….

Date_____2024.

SIGNED for and on behalf of **Istrana sp. z o.o.**
by its duly authorised representatives:

_____
Signature of authorised representative

_____
Charles Baker

_____
CEO

Date_____2024.

_____
Signature of authorised representative

_____
Adam Żołnowski

_____
CFO