

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

DATE, Tauragė

UAB “Vitlaima”, legal entity code 179337987, VAT payer code LT793379811, with registered office at Ližių str. 1A, Ližiai, LT-72364 Tauragė district, represented by the Director Justas Bučnis, acting in accordance with the company’s Articles of Association, (hereinafter – the **Customer**),

and

UAB “COMPANY NAME”, legal entity code XXX, VAT payer code XXX, with registered office at XXX, represented by the Director NAME SURNAME, acting in accordance with the company’s Articles of Association, (hereinafter – the **Carrier**),

hereinafter collectively referred to as the **Parties**, and each individually – **Party**, have entered into the following Confidentiality and Non-Competition Agreement, hereinafter referred to as the **Agreement**.

1. Object of the Agreement

1.1. The Parties hereby confirm the Carrier’s obligation to comply with the Customer's procedures for the use of trade secrets, confidential information and non-competition, and discuss the Carrier's liability for non-compliance.

1.2. Confidential information in the context of this Agreement (hereinafter – **Confidential Information**) means information which has come to the Carrier’s knowledge in the course of providing freight services to the Customer, which is the property of the Customer, the Customer’s clients, or any other third party, and which has value because it is not known to, and is not freely available to, third parties, including, without limitation, any information about, the services provided, the working conditions of existing or potential clients, the payment system, the use of information and communication technologies, the personal data policy, the terms of this Agreement, as well as any other data relating to the Customer’s business and information which the Customer considers to be confidential, whether or not such information is expressly included in the list of confidential information

1.3. Competitive actions – any actions of the Carrier aimed at creating contact (direct and indirect) with any entity directly related to the Customer's business relationship. These actions may be carried out both directly and indirectly by advertising the services of the Carrier in any way with a view to concluding direct as well as indirect contracts with the Customer's client

or any other entity mentioned in the documentation for the transportation to be carried out, or otherwise coming to its attention during the performance of the contract.

2. Non-competition obligation

2.1. The Carrier, by accepting each Order placed by the Customer, always agrees that its actions shall be subject to the non-competition requirement and confirms that the non-competition requirement is in full conformity with the purposes and intention of the Carrier.

2.2. The Carrier undertakes and confirms that it will not enter into any contract, or seek direct or indirect contact, with any entity which may adversely affect the Customer's business interests and which may be associated with the prohibitions set out in the non-competition requirement. In the event of any doubt as to a possible breach of the non-compete obligation, the Carrier must contact the Customer in writing for written confirmation of further action.

2.3. The Carrier confirms that it will in all cases refuse to enter into contracts with the Customer's clients if this would violate this non-competition requirement, even if the client itself requests the conclusion of a contract.

2.4. The Carrier in breach of the non-competition requirement shall be liable to pay to the Customer the penalty provided for in Clause 4 of this Agreement. In the event of failure to pay the penalty on time, the Carrier undertakes to pay default interest of 0.2 per cent on the total amount of the penalty for each day of delay until the date on which the obligations have been fully met.

3. Confidential information

3.1. The following items are strictly confidential and are defined by the term “confidential information”:

- 3.1.1. any information relating to the Goods being transported which the Customer communicates to the Company orally or in writing for the proper performance of a Contract;
- 3.1.2. type of parcels;
- 3.1.3. also any information, specifications, data, know-how, manufacturing methods, processes and similar information of an industrial, technical, financial or commercial nature, whether or not in written form, and all items (including any claims, studies and/or other documents);
- 3.1.4. any accounting data, financial condition of the Customer or its Clients, other than aggregated information provided to public authorities in the form of financial statements;

- 3.1.5. Customer's lists of clients, suppliers, partners, terms of sale and purchase, contracts, sales prices, cost of products and services, sales methods, discounts applied;
 - 3.1.6. information on plans to participate in tenders, tendering proposals and any procurement-related material of the Customer that is not publicly available;
 - 3.1.7. any commercial intentions and contacts with both existing and potential Clients or partners;
 - 3.1.8. any other information that has actual or potential commercial value because it is not known to Third Parties.
- 3.2. The Carrier understands and acknowledges that all confidential information is the property of the Customer.
- 3.3. The Carrier and its staff undertake:
- 3.3.1. to refrain from disclosing any confidential information which they may acquire in the performance of this Agreement;
 - 3.3.2. to use confidential information communicated to them by the Customer for the sole purpose of performing this Agreement, in strict compliance with the need-to-know clause;
 - 3.3.3. to take all precautions to keep this confidential information confidential;
 - 3.3.4. to destroy all documents containing information which the Customer considers to be confidential, or to return them to the Carrier at the latter's request or at the end of the Agreement.
- 3.4. The Carrier, its employees undertake to observe the following obligations of confidentiality throughout the term of this Agreement and for a period of 2 (two) years after termination of the Agreement.

4. Obligations of the Carrier

- 4.1. The Carrier undertakes not to disclose, transmit or otherwise transfer, by any means of communication or media available at the date of the Agreement or to be developed during the term of the Agreement, the Confidential Information to any Third Party for the duration of the cooperation with the Customer and for a period of two years after the termination of the freight forwarding agreement. In the event that the Carrier is in doubt as to whether the information in its possession is Confidential Information, it shall immediately contact the Customer for clarification as to whether such information is Confidential Information within the meaning of this Agreement. Until the Carrier receives confirmation from the Customer that such information is not Confidential Information, the Carrier shall keep such information as Confidential Information in accordance with this Agreement.
- 4.2. The Carrier undertakes to take all necessary measures to preserve the Confidential Information and ensure its security, including but not limited to:
- 4.2.1. protecting Confidential Information;

4.2.2. storing and protecting the Confidential Information in such a way as to prevent third parties from accessing it without the Customer's knowledge.

4.3. The Carrier undertakes to return to the Customer, at the Customer's instruction, without delay and/or in the event of termination of the cooperation relationship with the Customer, all (all copies, translations, originals, etc.) of any and all Confidential Information in its possession which it has received from the Customer, whether in written documents, on digital media, in any other means of expression available at the time, or simply as otherwise known by the Carrier.

4.4. The Carrier shall be liable to compensate the Customer, its Clients or other entities for direct and indirect damages caused by the Carrier's failure to perform or improper performance of its obligations under this Agreement. Damages shall be deemed to be the costs incurred in the creation, development, use of the secret and the loss of revenue, as well as any penalties paid by the Customer to its Clients or other Third Parties. The Parties agree that the Customer's minimum damages in the event of each breach shall be deemed to be **EUR 10,000 (ten thousand Euros 00 cents)**.

5. Final provisions

5.1. Any contradiction of law or invalidity of any of the provisions of this Agreement in the future shall not affect the validity and application of the remaining provisions of the Agreement as between the Parties to the Agreement.

5.2. By signing this Agreement, the Carrier declares that the provisions of this Agreement and its legal consequences are fully clear to the Carrier, that the Carrier signs this Agreement freely, that the Carrier is aware of the importance of compliance with this Agreement for the Customer's economic-commercial activities and competitive advantage, and that the Carrier is aware of its personal liability for breach of this Agreement.

5.3. This Agreement may not be amended, supplemented or terminated except by written agreement of both Parties. The Parties undertake to keep the provisions of this Agreement confidential for an indefinite period of time, except in cases provided by law.

5.4. This Agreement is drawn up in two (2) copies, each of which shall have equal legal force, one (1) for each of the Parties.

5.5. This Agreement shall enter into force on the date of its signature. The Parties agree that all obligations and arrangements contained in this Agreement shall remain in full force and effect during the period of co-operation and for a period of two years after termination of the freight forwarding agreement.

Carrier:

UAB "**COMPANY NAME**"

Director



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NAME SURNAME

Signature

A.V.

Date of signature: _____