**Annex 3**

Competition "Composition of a wind farm service operation vessel

technical documentation"

**NON-DISCLOSURE AGREEMENT**

This non-disclosure agreement (the **Agreemen**t) has been concluded on the date of last signature by the following parties:

1. **TS Shipping OÜ**, registry code 11163254, address Harju maakond, Tallinn, Sadama tn 25/2, 10111, Estonia, represented by management board member Vahur Ausmees (“**Disclosing Party**”)

and

1. [...], registry code [...], address […], represented by […] acting under […] (“**Receiving Party**”).

Hereinafter individually referred to as a “**Party**” and together as the “**Parties**”

**WHEREAS**

1. The Disclosing Party is the organiser of a competition, the object of the competition is **wind farm service operation vessel (CSOV) technical documentation** in accordance with the conditions and specifications set out in the competition notice, competition documents (CD) and its annexes.
2. The Receiving Party has an interest and a reasonable prospect of participating effectively in the competition and is willing to construct the object of the competition under the terms and procedure of the competition.
3. The Parties agree that in order to cooperate and exchange information in the competition, the Disclosing Party may need to disclose Confidential Information (as defined below) to the Receiving Party or such information may become disclosed to the Receiving Party in any other way;
4. The Parties agree that the disclosure of Confidential Information and possession and use of that information needs to be regulated.

The Parties have agreed on the following terms and conditions:

1. Confidential Information
	1. For the purpose of this Agreement the confidential, proprietary and trade secret information (“**Confidential Information**”) means any and all information disclosed by the Disclosing Party to the Receiving Party in connection with the competition in oral, written, electronic or other form including, without limitation, (i) any information that bears a “confidential”, “proprietary”, “secret” or similar legend; (ii) technical, commercial and legal information; (iii) information on marketing, customers, financial status, business plans and product development of the Disclosing Party or other legal entities that are owned or controlled by the Disclosing Party, or of their customers or partners; (iv) business and trade secrets, regardless of the same being protected by copyright, patent, trademark or otherwise; (v) discussions relating to the abovementioned information whether such discussions occur prior to, concurrent with, or following disclosure of the information.
	2. Confidential Information shall not be deemed to include such information that (i) is public or generally available at the time of disclosure; (ii) has become public or generally available after the time of disclosure other than by breach of the obligations hereof of the Receiving Party; (iii) has verifiably been in the possession of the Receiving Party at the time of disclosure; (iv) has verifiably been received by the Receiving Party from a third party without restraints as to the disclosure thereof; or (iv) has verifiably been developed by the Receiving Party independently and without resort to Confidential Information.
2. Obligations of Confidentiality
	1. The Receiving Party shall maintain the confidentiality of the Confidential Information of the Disclosing Party with at least the same degree of care that it uses to protect its own confidential and proprietary information, but not less than a reasonable degree of care under the circumstances. The Receiving Party shall not disclose the Confidential Information to any employees or to any third parties except to Receiving Party’s employees or lawyers who have a need to know and who agree to abide by nondisclosure terms at least as comprehensive as those set forth herein (“**Permitted Persons**”), provided that the Receiving Party shall be liable for breach by any such employee as well as the prospective party/parties to the joint tender. Any and all disclosures other than to the Permitted Persons require a prior written consent of the Disclosing Party.
	2. The Receiving Party shall not make any copies of the Confidential Information received from the Disclosing Party except as necessary for the Permitted Persons. Any copies, which are made, shall be identified as belonging to the Disclosing Party and marked “confidential”, “proprietary”, “secret” or with a similar legend.
	3. The Disclosing Party has no obligation to disclose Confidential Information to the Receiving Party. The Disclosing Party may at any time cease giving Confidential Information to the Receiving Party without any liability. The Receiving Party shall return documents and material that contain the Confidential Information promptly and in any case within 7 (seven) days after the request of the Disclosing Party. The documents and material that contain the Confidential Information shall be destroyed if it is not possible to return them (e.g. in case of electronic documents). The foregoing obligations shall not apply to electronic copies made in the course of routine back-up procedures, or to the retention of documents and material for archival purposes on the basis of mandatory provisions of applicable laws.
	4. These obligations shall not prevent the disclosure of Confidential Information, which is required under mandatory provisions of applicable laws, regulations, court order, judicial or other government order, provided that the Receiving Party shall give the Disclosing Party reasonable notice prior to such disclosure (unless such notice is not allowed under mandatory law).
3. Title, no licence, no warranty
	1. Title to or the right to possess Confidential Information as between the Parties will remain in the Disclosing Party. Confidential Information and rights related thereto shall be deemed the exclusive property of the Disclosing Party. Unless otherwise expressly agreed, no right whatsoever thereto is acquired by the Receiving Party.
4. Term of the Agreement
	1. When duly signed by both Parties, this Agreement shall be effective as of the latest date of signatures. The obligations of confidentiality set forth in this Agreement shall bind the Parties until the date that is 5 (five) years from the date of last signature. Termination of this Agreement shall neither affect the Receiving Party’s obligation to keep confidential and not to disclose to any person any Confidential Information nor any other obligations incurred, or rights arisen before termination.
5. Liability
	1. The Receiving Party acknowledges that Disclosing Party may be irreparably injured by a breach of the confidentiality obligations under this Agreement, and that the Disclosing Party shall be entitled to damages in the event of a breach of this Agreement, in addition to any other remedies available by applicable laws.
	2. If the Receiving Party is in breach of his obligations under this Agreement, then such defaulting Receiving Party shall within five (5) working days from the Disclosing Party’s written demand pay to the Disclosing Party EUR ten thousand (10 000) as contractual penalty per each such breach. In addition, the Receiving Party shall indemnify, defend and hold the Disclosing Party harmless against any damages the Disclosing Party may incur as a result of such breach in excess of the amount of such contractual penalty.
6. Governing Law and Settlement of Disputes
	1. This Agreement shall be governed by the substantive laws of Estonia without reference to conflict of laws principles, if any.
	2. Any and all disputes, which the Parties fail to settle by amicable negotiations, arising out of or relating to this Agreement, shall be finally settled in Harju County Court, Tallinn, Estonia.
7. Miscellaneous
	1. Each Party shall bear its own fees, costs and expenses incurred in carrying out, or otherwise in relation to, this Agreement.
	2. Should any provision of this Agreement be declared unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law. The Parties shall attempt through negotiation in good faith to replace the unenforceable provision with such provisions that correspond as closely as possible to the original intention of the Parties.
	3. Any notices required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate Party by personal delivery or by certified mail.

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| **TS Shipping OÜ** |  | **[…]** |
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| Vahur AusmeesMember of management board |  | […]Member of the management board […]Authorized person under power of attorney |