

## Non- Disclosure/Confidentiality Declaration-Agreement

In (place) , today ..... 2022

the company under the registered name “.....”, with registered seat in ..... at (number) (street)....., PC ....., Tax ID Number ..... /Tax Office..... duly represented for the purposes hereof by ..... (hereinafter referred as the “**Company**”)

**declares and warrants**

to the company under the trade name “**Stavros Niarchos Foundation Cultural Center Single Member S.A**” with registered seat in Kallithea, Syggrou Av. 364, Tax ID Number 998092132, Tax Office FAE Piraeus (hereinafter the “**SNFCC**”), the following:

1. The SNFCC has published on its website on 11.01.2022 an open request for submission of proposals by prospective partners who wish to take over the operation of Food and Beverage (F&B) units at Stavros Niarchos Foundation Cultural Center (hereinafter the “**Invitation**”).
2. The Company which is active in the field of Food & Beverages services, is interested in cooperating with SNFCC for the provision of Food & Beverages services at the Stavros Niarchos Foundation Cultural Center and for this purpose (hereinafter the “**Purpose**”) intends to address to the SNFCC a proposal / offer.
3. In the context of the above Purpose, the Company acknowledges and accepts that it may have access to SNFCC' s Confidential Information, as defined below.
4. “**Confidential Information**” means any information and material, document, element and any data, technical or not (including but not limited to, copyrights, architectural drawings, financial reports, descriptions of any kind of SNFCC spaces, infrastructure and equipment, the Invitation along with the accompanying documents) and in general any technical, business, legal and financial information on the SNFCC that may be disclosed by the SNFCC to the Company, in any form whatsoever (including, but not limited to, disclosure made in writing, orally or by electronic means or otherwise). In case of doubt, any information disclosed to the Company is deemed as Confidential Information. It is explicitly clarified that the confidentiality obligations according to this declaration-agreement shall not apply to any information which (a) is in the public domain at the time of disclosure; or (b) was known to the Company prior to disclosure by SNFCC.
5. All the Confidential Information received by the Company shall not be used for any purpose other than the Purpose. The Company shall keep the Confidential Information secure and in such a way, so as to prevent unauthorized access by any third party and shall restrict access to the Confidential Information received from the SNFCC. The Company shall treat the Confidential Information as strictly confidential and shall not disclose it to third parties or use it for any purpose, except as permitted herein below. In case the Company will be obliged by the law to disclose the Confidential Information, it must notify SNFCC at least 15 days in advance.
6. The Company shall restrict the access to Confidential Information only to those persons who are under its direct control and who, with the knowledge and consent of SNFCC, cooperate with the Company in the context of the Purpose and which are already subject to an obligation of confidentiality at least as restrictive as that under this declaration-agreement.
7. All Confidential Information, including copies in all forms, shall remain property of the SNFCC. The Company acknowledges that it has no proprietary rights whatsoever in the Confidential Information. The Company undertakes the obligation to return to SNFCC immediately, upon written request the Confidential Information, including copies in all forms, and will delete the Confidential Information stored on any magnetic or optical disk or memory.

**8.** If the Company does not comply with the above obligations, it accepts the responsibilities and consequences arising from the applicable law and shall compensate SNFCC for any actual or consequential damage that may be suffered by the SNFCC.

**9.** The signing of this declaration-agreement does not oblige the Company to submit to the SNFCC a proposal / financial offer in the context of the Invitation. In any case, it is explicitly clarified that the signing of this declaration-agreement does not create any obligation to the SNFCC to enter into any agreement with the Company or to cooperate with the Company.

**10.** The commitments regarding the confidentiality contained herein will remain in force in perpetuity.

**FOR THE COMPANY**

Name: .....