*/Translation from Lithuanian/*

# CONFIDENTIALITY CONTRACT

**The Joint-stock company Lietuvos paštas**, legal entity code 121215587, registered office address J. Balčikonio g. 3, Vilnius (hereinafter referred to as the "Buyer"), represented by Director of Business and Technology Development Division Ruslano Prokofjevo, operating under Order No. DGĮ-2024/177 of 28 May 2024,

and **Copenhagen Economics A/S,** legal entity code 25262441, registered office address Langebrogade 3C, 1411 Copenhagen K (hereinafter referred to as the "Supplier"), represented by Managing Partner Henrik B. Okholm, acting in accordance with the Legal entity’s regulations.

The Buyer and the Supplier may be referred to collectively as the "Parties" and each individually as a "Party",

Considering that:

* the Parties entered into the Strategy Development Services Procurement Contract under which the Supplier undertakes tp provide the Buyer with Strategy Development Services (hereinafter referred to as the "Services Contract");
* the Supplier's performance of the Services Contract will result in the disclosure and/or access to data of importance to the Buyer and its business, which constitutes confidential information;
* the unauthorised disclosure of such confidential information to third parties may cause damage to the Buyer and/or its business interests,

have agreed and entered into this Confidentiality Contract (hereinafter referred to as the "Contract "):

# CONCEPT OF CONFIDENTIAL INFORMATION

* 1. Confidential information:
     1. any information expressed in any form (written, oral, electronic, visual and/or other) that the Buyer transmits or that is disclosed to the Supplier, constituting the Buyer’s commercial and/or technological secret , including commercial experience, information related to the Buyer’s 's commercial technologies, the Buyer’s business model, “know how” and/or other information having commercial value, the confidentiality of which the Buyer seeks to preserve, including but not limited to information related to the Buyer's operating procedures, human, intellectual and material resources, contracts, partners, all contrahents, business projects, negotiations with partners, operational and/or business policies, and customers. Confidential information shall include information relating to the number of the Buyer’s customers, the composition of customers, their personal data, procedures for the provision of services, pricing of services, the Buyer’s financial and accounting data, information on information systems (schemes, drawings, technologies, equipment manufacturers/models/versions, software manufacturers/models/versions, security systems, processes, any information contained in information systems/databases, source codes), technologies used in the Buyer's activities, systems, , the principles of operation of the business management system, the evaluation algorithms used by the system, the performance of obligations to the Buyer, any data about the Buyer's customers that the Buyer transferred or otherwise made known to the Supplier, the prices offered and applied by the Parties to each other, any other information related to the Buyer and the Buyer's subsidiaries;
     2. all databases, analyses, notes, explanations, other documents prepared by the Buyer or third parties engaged by it, which contain the information referred to in Clause 1.1.1 of the Contract or which are prepared on the basis of this information; ;
     3. any documents created by the Buyer and transferred to the Supplier in any form (written, electronic and/or other) (both in paper or electronic form) which are not covered by clauses 1.1.1. and/or 1.1.2 of the Contract.
     4. information regarding the specifics of the cooperation between the Parties, as well as any correspondence between the Parties related to cooperation under the Service Contract, this Contract, the Service Contracts, this Contract, the terms and conditions thereof, the Annexes, and/or copies thereof, and any other information communicated in connection with the performance of these Contracts.
  2. If the Supplier is in doubt as to whether certain information provided by the Buyer or otherwise obtained by it related to the Buyer is confidential, the Supplier must treat such information as confidential in accordance with the procedures set out in this Contract, unless the Buyer confirms in writing otherwise. Confidential information shall not be deemed to be publicly available information.

# OBJECT OF THE CONTRACT

* 1. In accordance with the Contract, the Buyer shall seek to protect the information disclosed to the Supplier and to agree on the conditions for the protection of confidential information, its list and procedure
  2. The Supplier undertakes to use any information which the Buyer has provided, provides or will provide to the Supplier, irrespective of the content of the information, the purpose of its provision, , time and other circumstances, only in accordance with the terms and conditions of this Contract and to keep it in complete secrecy. .
  3. Confidential information belongs exclusively to the Buyer and its provision will not grant the Supplier receiving the confidential information and/or its related parties any rights to such confidential information.
  4. Confidential Information will be protected not only by this Contract but also by all other possible legal and technical measures to protect confidential information.

# RIGHTS AND OBLIGATIONS OF THE SUPPLIER

* 1. The Supplier undertakes to use confidential information received or learned from the Buyer only for the purpose set out in Clause 2.2 of the Contract.
  2. The Supplier shall be entitled to disclose confidential information or parts thereof only:
     1. to those employees of the Supplier who must have access to confidential information for the purpose of performing the Contract;
     2. upon receipt of the Buyer’s prior written consent, to third parties engaged by the Supplier if they need access to confidential information for the purpose of performing the Contract;
     3. to the relevant state authorities, officials, and other persons to whom such information must be disclosed in accordance with the mandatory provisions of the laws of the Republic of Lithuania (only that part of the information which is required to be disclosed at the lawful request of such persons). In such case, the Supplier, upon receiving a request to disclose confidential information entrusted to it by the Buyer, must immediately inform the Buyer thereof in writing.
  3. The Supplier must inform persons to whom confidential information is lawfully disclosed that the information is confidential and ensure that any person who will directly or indirectly work with confidential information, become familiar with it and/or have the opportunity to receive or become familiar with it, complies with the terms and conditions of this Contract, protects confidential information, does not disclose confidential information to third parties who are not entitled to receive it and does not use it for personal purposes, and undertakes in writing to treat confidential information in the manner provided for in the Contract and is jointly and severally liable with the Supplier for any breach of their obligations.
  4. The Supplier undertakes to implement technical and organizational measures to protect confidential information received or made known to ensure the security of such information, so that persons who are not entitled to receive or know such information do not have the opportunity and conditions to receive or know such information.
  5. The Supplier must immediately notify the Buyer if it becomes aware or has reasonable grounds to suspect that confidential information may be or has been disclosed to persons not entitled to receive or know it and must make every effort to prevent such violations, eliminate the consequences of violations, and apply legal liability or any other lawful measures to the violations. and remedy any such breach and to bring the offenders to legal proceedings or any other lawful remedy.
  6. The Supplier must keep confidential information in strict confidence, not discuss, transmit or otherwise disclose it to any third party, except as provided for in this Contract, not make any copies, transcripts, extracts and/or other records of confidential information, except if necessary for the performance of the Services Contract, keep confidential information I carefully, in a reliable and well-protected place, not carry it or act in a way that could cause it to disappear, be lost or otherwise become beyond the Supplier's control, and take other measures necessary to prevent the unlawful reproduction, use and/or disclosure of confidential information.
  7. The Supplier undertakes to ensure that, neither during the validity term of the Services Contract nor after its termination, confidential information in any form whatsoever, and any copies thereof, shall not be made available to persons not entitled to receive it.
  8. Within 20 (twenty) working days after the information was received from the Buyer and it is no longer used for the purposes set out in the Contract, the Supplier must destroy and/or completely delete, or oblige the person to whom the confidential information was disclosed to destroy or completely delete, all documents containing confidential information, without leaving any copies of the information on any media. The Supplier must immediately provide the Buyer with written confirmation of the fulfilment of the requirements set out in this clause of the Agreement. If requested by the Buyer, within five (5) working days the Supplier must, , return all material media of confidential information in its possession to the Buyer and ensure that all other persons to whom such information was transferred, return the material media of confidential information in its possession.

# RESPONSIBILITY

* 1. If it appears that the Supplier fails to perform or improperly performs its obligations under this Contract, the Buyer shall be entitled to demand immediate compensation for direct and indirect losses caused by such violation and within 20 days from the date of discovery of such violation to receive from the Supplier, , a fine of EUR 10, 000 (ten thousand euros) for each violation which shall be deemed to be the minimum loss of the Buyer. The Parties agree that the minimum amount of losses agreed between the Parties is not excessive and is reasonable amount, taking into account the scope of the Parties' obligations and the consequences of the Supplier's failure to properly perform its obligations to the Buyer, and does not violate the balance of interests of the Parties. In the event of a breach of the Contract, the Supplier shall also compensate the other Party for direct and indirect losses incurred as a result of the breach of the Contract to the extent that they are not covered by the amount of the fine.

# FINAL PROVISIONS

* 1. This Contract shall enter into force on the date of entry into force of the Service Contract and shall remain in force for 5 (five) years after the expiry of the Service Contract. The Contract shall be valid and shall apply to both confidential information that the Buyer has transferred and/or otherwise disclosed to the Supplier prior to the entry into force of this Contract and confidential information that the Buyer has disclosed and/or otherwise transferred to the Supplier after the entry into force of this Contract.
  2. If the Parties enter into other contracts after the entry into force of this Contract, this Contract shall also apply to the relationship between the Parties that arose before the conclusion of that contract, during the validity of the Contract and after its termination, unless otherwise provided in that contract (the term “Service Contract” used in the text of the Contract also includes the other contracts of the Parties referred to in this preamble clause of the Contract).
  3. The provisions of the Contract shall not apply to information that is not considered confidential.
  4. The Contract may be amended or supplemented by a written agreement between the Parties.
  5. The Contract shall be governed by the law of the Republic of Lithuania.
  6. None of the Parties shall have the right to transfer their rights and obligations under the Contract, or any part thereof to any third party without the written consent of the other Party.
  7. The Contract shall be concluded in two (2) copies, , having equal legal force, one for each Party. When signing the Contract with qualified electronic signatures, (1) one copy of the Contract shall be concluded.
  8. Disputes between the Parties shall be resolved through negotiations. IIf an amicable agreement cannot be reached, the dispute between the Parties shall be resolved in accordance with the laws of the Republic of Lithuania in a court located in Vilnius city.