**C O N F I D E N T I A L I T Y A G R E E M E N T**

In [place], today [dd.mm.yyyy], the present confidentiality agreement [hereinafter the “**Agreement**”] is executed by and between:

**1.** **KONSTANTINOS G. STASINOPOULOS NEUROPSYCHIATRIC CLINICS S.A.** Under Special Administration pursuant to the Law 4307/2014 due to decision No 5439/2019 of Single Member Court of First Instance of Thessaloniki, a company incorporated, under the laws of Hellenic Republic, with the registered seat at Thessaloniki, with tax identification number (T.I.N.) 094342976, duly represented for the signature of the present agreement by the Special Administrator of it, Christodoulos Seferis (hereinafter referred to as the **“special administrator”**), hereinafter referred to, for the needs of the present agreement, as the **«Company»,**

**and**

**2.** [**Company registered name**], a [Greek S.A.], having its registered seat at [full

address], with VAT number [•] (Tax Authority of •), duly represented in this Agreement by [•], [Managing Director or Chief Executive Officer], [hereinafter referred to, for the needs of the present agreement, acting as the “**Prospective Investor”]**.

[hereinafter jointly referred to as the “**Parties**”]

***PREAMBLE:***

* *The Special Administrator will publish either one call or multiple calls for expression of interest, according to Art. 73 of Law 4307/2014 concerning the sale of the totality of assets of the Company. The Prospective Investor expresses interest in exploring the possibility of purchasing the assets of the Company [hereinafter referred to as the* ***“Proposed Transaction”****]*
* *In this frame, the Parties jointly accept and acknowledge that it is necessary to provide the Prospective Investor with confidential information, as described herewith, for the purposes of the financial evaluation and assessment of the Proposed Transaction.*

Now, in view of the above, the Company and the Prospective Investor agree, the latter in own name, as well as in the name of its employees, agents, subcontractors, and associates, as follows:

**Article 1 – Definition of Confidential Information**

* 1. For the purposes of the present, the term “**Confidential Information**” shall mean any and all proprietary information belonging to the Company or the Special Administrator (whether or not designated as confidential) , disclosed or made available in any way whatsoever, in written or in oral form, directly or indirectly, in a hard copy or in an electronic form (including information on CDs, hard drives, computer tapes, USB sticks, data rooms or other electronic storage media).

**Article 2 – Obligation of Confidentiality and Non-Disclosure of Confidential Information**

**2.1** The Prospective Investor and their employees or associates undertake the obligation to treat any Confidential Information strictly confidential and not to disclose the least part of such information in any way whatsoever and for whatever cause, bearing liability for any faulty action or omission, even if the latter resulted from negligence on behalf of itself or its employees or associates.

**2.2** Furthermore, in the event of a breach of any of the provisions of the present agreement by the Prospective Investor, the latter shall be liable to the Company for an immediately due and payable penalty of EUR 100,000 which is considered by the Parties as fair and reasonable The Prospective Investor explicitly and without prejudice waives its right to contest the penalty clause or to seek for reduction of it for any reason or cause.

**Article 3 – Obligations of the Prospective Investor**

**3.1** The Prospective Investor acknowledge and explicitly accept that it acquires no right relating to Confidential Information, which is and remains the exclusive property of the Company or/and the Special Administrator, other than the right to use it according to the provisions of this Agreement.

**3.2** The Prospective Investor may disclose Confidential Information solely to its employees (directors, executive officers, officers and consultants) and only if this information is absolutely necessary and essential for the execution of the assigned task. The Prospective Investor undertakes the obligation to ensure that the persons to which Confidential Information are disclosed, according to the above, are bound by and comply with the terms of this Agreement, by concluding with them confidentiality agreements which must contain the terms agreed herewith.

**3.3** The Prospective Investor explicitly and without prejudice acknowledge and accept that the use or duplication of Confidential Information by any unauthorized person or legal entity whatsoever constitutes a material breach of this Agreement, as well as unfair competition.

**3.4** The Prospective Investor undertakes the obligation to adopt and implement all requisite processes and measures in order to effectively prevent any unauthorized use or disclosure of Confidential Information to any third party.

**3.5** The Prospective Investor undertakes the obligation to keep a folder/document with the data of all persons who have access to Confidential Information (either in hard copy or in electronic form), as well as with the exact location of each document or electronic file or storage medium (including CDs, USB sticks ect.), which contains Confidential Information. The Company or/and the Special Liquidator have the right to demand access to the said folder/document and the Prospective Investor undertakes the obligation to give all relevant information to the Company or/and the Special Administrator upon its first demand.

**Article 4 - Duration of the Agreement**

**4.1** This Agreement and its said obligations shall remain in force two (2) years from the date of its signature or until the completion of the public tender by the Special Administrator.

**Article 5 – Communications, Consents and Approvals**

**5.1** The Prospective Investor, including its employees and associates, undertake to address all communications on issues relating to this Agreement, exclusively and solely to the following executive officers of the Special Administrator:

* [name, address, phone and fax number]
* ….

**5.2** The Prospective Investor is precluded from employing directly or indirectly, under employment or freelance status whatsoever, a person which is working with or employed by the Company or the Special Liquidator, notwithstanding its status, without the Special Liquidator’s or the Company’s prior written consent.

**Article 6 – General Obligations**

**6.1** The Company and the Special Administrator, bear no responsibility for the truth, accuracy, adequacy of the Confidential Information, which are disclosed to the Prospective Investor in any way whatsoever.

**6.2** The disclosure of Confidential Information to the Prospective Investor in any way whatsoever, cannot be deemed a proposal or offer on behalf of the Company or the Special Administrator to sign a contract, nor is it binding for the Company, in any way whatsoever, for signing a contract of sale.

**Article 7 – Return of Confidential Information**

**7.1** Upon Company’s or Special Administrator’s request, after conclusion of the contract pertaining to the Proposed Transaction or in any other time, the Prospective Investor shall:

1. promptly return to the Company all Confidential Information, which were disclosed or delivered to the Prospective Investor, as well as all other files containing Confidential Information and any copies thereof (including partial copies), which the Prospective Investor may have in its possession;
2. destroy all copies of any note, analysis, estimation, study or any other document whatsoever containing or reflecting Confidential Information and
3. delete and render permanently irrevocable all electronic documents or folders, containing or reflecting Confidential Information.

The above shall remain valid unless the Prospective Investor is subject to the obligation to maintain a record of the said documentation, according to the applicable laws and rules, professional standards or/and internal audit and compliance processes.

**7.2** The Prospective Investor shall complete the aforesaid processes and provide the Company with a written assurance attesting the actions taken in compliance with the above provision of the Agreement, within fifteen (15) working days from the disclosure of its aforesaid obligations in any way whatsoever, by the Company or the Special Administrator.

**Article 8 – Final Provisions**

**8.1** Any amendment, completion or annulment of the terms of this Agreement may take place and be proved only in writing, excluding any other means of evidence including oath.

**8.2** Each provision of this Agreement shall be construed as independent and severable from the remainder of the Agreement, and in the event that any part of this Agreement is deemed void or voidable, the rest of the Agreement shall not be affected thereby.

**8.3** Failure or delay in exercising any right whatsoever or filing a legal remedy or appeal, as described under this present Agreement, shall not be construed as a waiver of any such right, remedy or appeal. Additionally, no waiver of rights stemming from a breach of any of the provisions of this Agreement shall be construed as a waiver of rights stemming from any succeeding breach of the same or any other provision.

**8.4** This Agreement is governed by Greek Law and in case of any dispute the Courts of Athens shall have exclusive jurisdiction.

**8.5** All notices regarding this Agreement shall be sent by registered mail to the address given on the first page of this Agreement.

In evidence of all the above, this present Agreement is executed in two (2) originals and each party received one (1) original.

**COMPANY** **PROSPECTIVE INVESTOR**

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By: By:

Date: