MUTUAL CONFIDENTIALITY AGREEMENT

DATE _____

PARTIES

Integrum Strategies, SIA (“Integrum”) Registration number: 40203704376 Legal and postal address: “Pētnieki”, Baldones pag., Ķekavas nov., LV-2125 Represented by: Sandra Zilberta, Board Member	**Counterparty** (“Counterparty”) Name: _____ Registration number: _____ Address: _____ Represented by (name, title): _____

Each is a “Party” and together the “Parties”.

1. Purpose. The Parties wish to exchange information to evaluate and, if agreed, carry out an advisory engagement (the “Purpose”).

2. Confidential Information. “Confidential Information” means any non-public information that one Party (the “Discloser”) makes available to the other (the “Recipient”) in connection with the Purpose, in any form, that is marked confidential or that a reasonable person would understand to be confidential. It includes business, operational, supply-chain, security, personnel and strategic information, and the fact that discussions are taking place.

3. Exclusions. Confidential Information does not include information that:

(a) is or becomes public other than through breach of this Agreement;

(b) the Recipient lawfully knew before disclosure;

(c) the Recipient lawfully receives from a third party without restriction; or

(d) the Recipient develops independently without using the Confidential Information.

4. Obligations. The Recipient shall:

(a) use Confidential Information only for the Purpose;

(b) protect it with at least reasonable care;

(c) disclose it only to employees, advisers and subcontractors who need to know it and are bound by equivalent confidentiality obligations; and

(d) make copies only as necessary for the Purpose.

5. Compelled disclosure. If the law, a court or an authority requires disclosure, the Recipient shall, where lawful, notify the Discloser promptly and disclose only what is required.

6. AI tools. The Recipient shall not enter Confidential Information into public AI services or use it to train AI models.

7. Return and deletion. On written request, or when discussions or the engagement end, the Recipient shall return or delete Confidential Information and copies. Copies that the law requires it to keep, or that sit in routine backups, remain subject to this Agreement.

8. Duration. This Agreement applies from the date above. The obligations continue for three (3) years after the end of the discussions or engagement, whichever is later.

9. No licence, no commitment. Confidential Information remains the Discloser's property. No licence is granted, and neither Party is obliged to enter into any engagement. Information is provided without warranty.

10. Remedies. A breach may cause harm that damages alone cannot remedy. The Discloser may seek injunctive relief in addition to any other remedy.

11. Personal data. If personal data are shared, each Party shall process them in accordance with Regulation (EU) 2016/679 (GDPR).

12. Governing law and jurisdiction. This Agreement is governed by the law of the Republic of Latvia. Any dispute arising from or in connection with it shall be submitted to the competent court of the Republic of Latvia.

13. General. This is the entire agreement on its subject. Amendments require written form. Neither Party may assign it without the other's consent. It may be signed electronically and in counterparts.

● SIGNATURES

FOR INTEGRUM STRATEGIES, SIA

Name: Sandra Zilberta

Title: Board Member

DATE

SIGNATURE

FOR THE COUNTERPARTY

NAME

TITLE

DATE

SIGNATURE