

DATE:, 202..

This Non-Circumvention and Non-Disclosure Agreement (NCNDA) is applicable for the purposes of hotel sales in Greece.

WHEREAS the undersigned parties wish to enter into this Agreement to define specific parameters of their future legal obligations and are bound by an obligation of confidentiality regarding their sources and contacts. This obligation is in accordance with the International Chamber of Commerce (I.C.C. 500) Convention.

WHEREAS the undersigned parties wish to establish a business relationship that will operate for the mutual and common benefit of the contracting parties, including their subsidiaries, shareholders, partners, associates, business partners, and other affiliated entities (hereinafter referred to as "Affiliates").

THEREFORE, in consideration of the mutual promises, representations, and agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually and voluntarily agree as follows:

TERMS AND CONDITIONS:

01. The parties and/or their Affiliates, of any nature, shall not solicit or accept business activities from sources made available through the contracting parties, nor shall they approach, solicit, or engage in any transaction with such sources without the explicit permission of the party that made the sources available. The parties shall maintain full confidentiality regarding each other's business and/or their Affiliates and shall disclose information only as expressly permitted by the party that made the source available.

02. The parties shall not circumvent one another in any way and shall not attempt to circumvent any party or anyone involved in the transaction they wish to undertake.

03. The parties shall not disclose any contact revealed by any party to third parties, nor shall they engage in direct or indirect offers, negotiations, or

ACCEPTED AND SIGNED WITHOUT CHANGE

transactions with such contacts without the consent of the party that provided the contacts.

04. In the event of circumvention by any of the contracting parties, either directly or indirectly, the circumvented party shall be entitled to legal monetary compensation equal to the maximum profit it would have made from the transaction, as well as all expenses, including legal fees.

05. All considerations, benefits, participations, commissions, and/or export profits obtained because of the parties' contributions shall be distributed as agreed between the parties. Such payments shall be made on the due date unless otherwise agreed.

06. This Agreement shall remain valid for five (5) years from the date of signing for all transactions between the parties. Renewal shall be agreed upon by the signatories. The Agreement becomes effective immediately upon signing by all parties.

07. Any disputes, claims, or disagreements arising from this Agreement or its breach that cannot be resolved between the parties shall be settled through arbitration in accordance with the rules of the International Chamber of Commerce (ICC). Arbitration shall take place in Zurich, Switzerland, under Swiss law unless otherwise agreed.

08. This Agreement shall be legally binding upon the parties, their heirs, executors, and successors, for:

- a) Damages due to circumvention,
- b) Losses arising from breach, and
- c) Costs incurred in enforcing legal rights under this Agreement.

09. The signing of this Agreement via fax or email is considered valid and binding.

10. The parties acknowledge that they have read and understood the terms of this Agreement and agree to them unconditionally.

11. The purpose of this document is to establish an internationally recognized Non-Circumvention and Non-Disclosure Agreement.

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SIGNATORIES:

FIRST PARTY:

SECOND PARTY:

THIRD PARTY:

Electronic signatures are valid and considered binding.

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