

**LETTER OF COMPROMISE OF CONFIDENTIALITY
FOR INTERNATIONAL TENDER
Ref. TSA0080095**

**“FOR THE CONTRACTING OF CONSULTANT SERVICES AND TECHNICAL SUPERVISION OF THE
WORKS IN THE FINAL STAGE OF THE PROJECT FOR THE COMPLETION OF THE MODERNISATION
OF ARCHAEOLOGICAL SITES OF THE HISTORICAL HERITAGE OF EGYPT”**

At, on ... (day).....(month) 2025

D....., with Identification Card
nº..... who enjoys enough power to represent the Company, acting in the name and on
behalf of with Tax ID nº,
registered at the following address:....., hereinafter
referred to as “the COMPANY”,

subscribes this COMPROMISE OF CONFIDENTIALITY, according to the following

TERMS AND CONDITIONS

FIRST - Confidential Information

The following is considered confidential information:

1.1. Any type of information or material of whatever nature, owned by or in the possession of TRAGSA, which in any form or medium, is communicated to the COMPANY. Such information or material will be considered as Confidential Information and will be treated in accordance with the provisions of this document.

1.2. Copies, reproductions or information generated from the Confidential Information shall also be treated as Confidential Information.

SECOND.- Subjective scope of application

These terms and conditions are binding on the COMPANY, and bind its respective legal successors, including any legal entity resulting from merger, acquisition, or any other restructuring, or related or associated entities. It also binds the employees of the COMPANY, or any person, natural or legal, linked to them, who may have access to the Confidential Information.

THIRD - Good Faith

All Confidential Information shall be provided by TRAGSA in good faith. Likewise, the access provided by TRAGSA to the Confidential Information shall not imply, in any case, the assignment or licence of any right, of neither patent, trademark, model, design, registration, or intellectual or industrial property right.

FOURTH - Duration

The obligations established in this document shall enter into force on the date of signature and shall remain in force indefinitely.

At the end of the tender, in case the COMPANY has not been awarded with the contract, it must return the Confidential Information received in any type of support, undertaking to destroy the copies and reproductions that remain in its possession.

FIFTH.- Obligations with respect to Confidential Information

By virtue of this document, the COMPANY undertakes to:

a) To accept, keep and safeguard, separately from any other information, the Confidential Information that TRAGSA has delivered to it, undertaking not to provide it, in whole or in part, to any third party, nor to supply it, disclose it, assign it, or use it under any circumstances, whether for its own benefit and/or for the execution of actions other than those for which it has been supplied, and which constitute the object of the contract that binds it to TRAGSA.

Therefore, it is expressly forbidden any transmission to third parties of the Confidential Information, or any other use other than that established in the previous paragraph and, in particular, it is forbidden the use of the Confidential Information by the COMPANY, for the collaboration, advice or execution in favour of a third party of projects of similar characteristics to those executed jointly under the project for which the Confidential Information is provided.

b) To use control procedures with respect to the Confidential Information.

Accordingly, the COMPANY will not make copies of the Confidential Information, except as strictly necessary for the performance of its obligations and, within the scope of this document, with the prior written consent of TRAGSA. The COMPANY undertakes to store and file the Confidential Information and copies thereof in a safe and appropriate place.

c) In the event that, under the provisions of paragraph b) of this clause, TRAGSA consents in writing to the transfer of Confidential Information, the COMPANY must sign a confidentiality agreement with the third party assignee of the information under the same terms established in this document.

d) To provide the Confidential Information, as defined in this resolution, only to those workers who need to know it in order to fulfil the object of the project, informing them of the confidential nature

of the information in the terms established in this resolution, and adopting the necessary measures to avoid its disclosure, including the signing of a confidentiality document with the aforementioned workers in the same terms established in this document.

e) Not to transfer the obligations arising from this resolution, in whole or in part, to third parties.

SIXTH - Failure to comply with the duty of confidentiality.

The non-compliance by the COMPANY of the obligations contained in the present resolution will oblige them to compensate for the damages caused.

SEVENTH - Resolution of conflicts. Jurisdiction

For any matter relating to the interpretation or fulfilment of this compromise, the COMPANY expressly submits to the jurisdiction of the civil courts and tribunals of the City of Madrid (Spain), expressly waiving any other jurisdiction to which they may be entitled.

In witness of the foregoing, the COMPANY subscribes this Compromise of Confidentiality, at the place and on the date set out hereinabove.

In (place)

On (day) of (month) of (year)

For THE COMPANY (*duly signed and stamped*)

Mr/MS.

On behalf of

Signature and stamp: