MUTUAL NON-DISCLOSURE AGREEMENT

UAB Kitron and **Supplier** are hereinafter referred to as "Party" or jointly "Parties".
Whereas the Parties may have exchanged and are about to exchange confidential information and wish to restrict the use and disclosures of such information, the Parties hereby agree as follows:

1 §   In this Agreement, "Confidential Information" shall have the following meaning(s), among other things: (i) all discussions relating to the business relationship or eventual business relationship between the parties ("Business Relationship"), (ii) all know-how, information or technical data or any part of them relating to the other Party's present or future products, specifications, designs, plans, drawings, data, samples, prototypes, contracts, employees, customers, consultants or visitors, or (iii) other technical, financial, legal or business information whatsoever.

2 §   The Parties agree to use the Confidential Information for the purposes of the Business Relationship only and agree not to disclose, use, or authorize anyone under their control or direction to disclose to any third party any Confidential Information. The Parties agree to use at least the same degree of care in protecting the Confidential Information as they do with their own information of like sensitivity and importance and to use their best efforts to assure that their employees, consultants and other such persons or entities that may come into contact with the Confidential Information shall protect the Confidential Information accordingly. This Article shall not apply to information that;

a)   is at the time of disclosure in the public domain or later becomes part of the public domain by other means than unauthorized disclosure or is common knowledge in the industry;

b)   was known to and in the possession of a Party without a breach of any contract or law prior to disclosure by the other Party;

c)   is disclosed to a Party by a third party who acquired it by other means than breach of confidentiality and had the right to disclose that information;

d)   can be proven to have been independently developed by a Party.

The Parties shall immediately return to the other Party or destroy all of the Confidential Information at a written request by the other Party and, upon request, exercise reasonable efforts to return all Confidential Information received from the other Party in tangible form.

3§   This Agreement shall be governed by and construed in accordance with the laws of Lithuania excluding its choice of law provisions.

Disputes arising from this Agreement are to be settled by arbitration. The Arbitration shall be held in Vilnius and the language of the proceedings shall be English, unless the Parties unanimously otherwise agree.

This Non-Disclosure Agreement has been executed in two (2) identical originals, which are signed after approval by the Parties on the date first set forth below each Party has received one original bearing the signatures of the duly authorized representatives of both Parties.