


# Non-Disclosure Agreement

## Proalpha Group

 Proalpha Group



Contract number (optional)

Date

Company

Contact

Street / No.

Postcode / City

Telephone

from:

# Non-Disclosure Agreement

## Proalpha Group



### 1. Preamble

This Non-Disclosure Agreement, including all provisions contained herein, applies to all companies and affiliates of the Proalpha Group GmbH Group. References to a "Party" or "Parties" in this Agreement therefore also include such affiliated companies, to the extent that they act within the scope of the purposes specified in this Agreement.

### 2. Purpose of Disclosing Confidential Information

The Parties intend to exchange non-public and/or legally protected information. The purpose of this exchange is, depending on the individual case, to initiate a new business relationship and/or to carry out and/or modify an existing business relationship. To protect the confidentiality of the information exchange taking place, the Parties enter into this Non-Disclosure Agreement.

### 3. Confidential Information

(1) Confidential information includes all non-public information as well as all trade secrets disclosed by the disclosing Party to the receiving Party for the purposes defined in Section 1 above, regardless of the form in which the respective information is made available or whether it is expressly marked as confidential (hereinafter referred to as "Confidential Information"). Confidential Information of the disclosing Party particularly includes its trade secrets, such as know-how, unpublished information about business plans and non-public information about product planning, technical developments, unpublished financial figures, customer, supplier, or employee data, production data, research results, inventions, methods and procedures, company-specific business processes, designs, specifications, source code of computer programs, and all other information, data, and documents that are generally considered confidential or are legally protected.

(2) The following shall not be deemed Confidential Information under this Non-Disclosure Agreement: a. Information that is already publicly known or demonstrably already known to the receiving Party before this Agreement comes into force. b. Information that the receiving Party has lawfully obtained from a third party. c. Information independently developed by the receiving Party. d. Information that the receiving Party has been released from the confidentiality obligation in writing by the disclosing Party.

### 4. Handling of Confidential Information

(1) The Parties mutually agree to keep the other Party's Confidential Information secret and protect it from unauthorized access by third parties.

(2) For the purposes of this Agreement, employees of the respective receiving Party or employees of affiliated companies of the respective receiving Party are not considered third parties, provided such employees need access to the Confidential Information. The prerequisite for such access rights is that these employees have been appropriately instructed and have provided a written commitment to confidentiality.

(3) The receiving Party is entitled to disclose the disclosing Party's Confidential Information to its tax advisors, auditors, and lawyers to the extent necessary for the respective advisory and auditing tasks.

(4) If the receiving Party is required to disclose Confidential Information by court order or binding official decision, the disclosing Party must be informed immediately by the receiving Party. This obligation to notify arises as soon as the receiving Party becomes aware of the initiation of such proceedings. In such proceedings, the receiving Party shall seek to ensure that the court or official decision is limited to the minimum necessary extent.

### 5. Rights of Use

The use of Confidential Information is restricted to the purposes defined in Section 4 above and requires the prior written consent of the disclosing Party. Disclosure of the information does not grant any rights to the information itself.

### 6. Obligation to Return

Confidential Information must be returned immediately upon the disclosing Party's first request. Any copies must be deleted from all storage media within the technical possibilities, and the completion of these actions must be confirmed in writing to the disclosing Party upon request. Exceptions apply to copies of Confidential Information that the receiving Party is legally required to retain due to statutory retention periods. These copies must be deleted completely and without request no later than 30 calendar days after the expiry of the retention period. Upon the disclosing Party's request, deletion must be confirmed in writing.

### 7. Liability

The Parties shall be liable to each other for any damages arising from breaches of obligations under this Non-Disclosure Agreement in accordance with statutory provisions. In the case of slight negligence, the Parties shall only be liable if an obligation is breached, the fulfillment of which is essential for the performance of this Agreement and on whose observance the Party

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## Proalpha Group



relying on the breach regularly trusts. In such cases of slight negligence, liability is limited to the foreseeable damage typical for the contract at the time of conclusion of this Agreement.

### 8. Term of the Agreement

- (1) This Non-Disclosure Agreement is concluded for a period of 3 years. Upon expiry of the agreed term, this Agreement shall automatically terminate without the need for a separate notice of termination.
- (2) Termination of this Non-Disclosure Agreement, for whatever reason, does not affect the mutual rights and obligations of the Parties concerning the confidentiality of Confidential Information disclosed during the term of this Agreement. After the end of the business relationship between the Parties, the rights and obligations relating to confidentiality, as set out in this Agreement, shall continue for a period of 2 years post-contractually.
- (3) If this Non-Disclosure Agreement is concluded at a later stage, after the Parties have already exchanged Confidential Information in anticipation of this Agreement, the provisions of this Agreement shall also apply to the pre-contractual information exchanged.

### 9. Protection of Personal Data

The Parties shall only grant access to personal data of the respective other Party to employees of their own company and employees of affiliated companies if these employees have previously been obligated to handle personal data in compliance with applicable data protection laws.

### 10. Final Provisions

- (1) Any side agreements must be in writing to be valid. The form requirements agreed here also apply to the waiver of the written form requirement.
- (2) Should individual provisions of this Non-Disclosure Agreement be or become invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision, a valid provision that comes closest to the purpose of the invalid provision shall be deemed agreed. This shall apply accordingly in the case of any gaps in the provisions.
- (3) This Non-Disclosure Agreement shall be governed by the substantive law of the country where the selected company has its registered office, excluding any conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive jurisdiction for all disputes arising out of or in connection with this Non-Disclosure agreement shall, to the extent permitted by law, be the location of the registered office of the selected company.

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Place / Date

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Place / Date

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Signature(s)

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Name(s)

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Signature(s)

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Name(s)