

Non-disclosure agreement

1 Objective of this Agreement

- (1) The Parties will provide services for each other or for customers or business partners of the Parties. In this connection, it cannot be ruled out that the Parties will receive knowledge of personal data or information on business and trade secrets or other confidential information belonging to the respective other Party.
- (2) With this Agreement, the Parties are obliged to comply with the legal provisions concerning the handling of personal data and information on business and trade secrets, as well as with the provisions within the framework of this Non-Disclosure Agreement.
- (3) If necessary, the Parties will conclude supplementary agreements. This particularly applies to supplementary agreements that may be required by the applicable data protection regulations for the protection of personal data.

2 Definition of Confidential Information

In terms of this Agreement, confidential information is regarded as all information which one of the Parties has received from the respective other Party in written form, in text form, verbally, electronically, or in the form of information that is represented in digital format. The carrier medium on which the confidential information is represented is immaterial here. This particularly include

- any and all contents of this Non-Disclosure Agreement,
- personal data according to Art. 4 No. 1 of the General Data Protection Regulation (GDPR),
- information on offers, prices, customers, cooperation partners, contractual partners, personnel,
- economic information,
- scientific information,
- information on products, goods or services which the respective other Party manufactures or which are manufactured for the respective other Party,
- information on research and development,
- information on industrial property rights,
- information on copyright and
- information marked as "confidential", "secret" or similar.

3 General Obligation to Maintain Secrecy

- (1) The Parties are obliged to treat as confidential all confidential information in terms of section 2 of this Agreement and shall not disclose or make it accessible to third parties without the consent of the respective other Party. The consent of the respective other Party must be given in text form.
- (2) The Parties may only use confidential information if this is necessary to perform their services for the respective other Party.

- (3) The Parties are authorised to disclose confidential information to their staff if this is absolutely necessary for the purpose for which the confidential information is provided, and if these members of staff are in turn obliged to maintain secrecy in the same way as what is laid down in this Agreement. The Parties shall present copies of the respective Non-Disclosure Agreements with their staff on request.
- (4) The Parties are prohibited from obtaining information belonging to the respective other Party by way of reverse engineering. Here “reverse engineering” includes all actions with the goal of obtaining confidential information, including observation, testing, examination, dismantling or – where applicable – reassembly. If such actions are necessary to perform the contractually agreed services for the respective other Party, the results are nevertheless to be kept secret and treated as confidential.

4 Exceptions to the Obligation to Maintain Secrecy

The confidentiality obligation does not apply or no longer applies to information of one of the Parties where the respective other Party can prove that

- the respective other Party already knew the information at the time it was disclosed by the Party,
- the respective other Party obtained the information legally from a third party after its disclosure by the Party without an obligation to confidentiality being breached, or
- the information was already common knowledge at the time it was disclosed or becomes common knowledge after its disclosure, or
- the respective other Party is obliged to disclose it based on legal provision or official order. In this case, the respective other Party is to inform the Party – as far as this is admissible – of the intended disclosure in text form beforehand and to take the legally admissible precautions necessary to restrict the extent of the disclosure as far as possible. Furthermore, in the course of the disclosure, the respective other Party will indicate that the confidential information consists of trade secrets – if this is the case – and work towards the provisions of sections 16 et seqq. of the German Act on the Protection of Trade Secrets (GeschGehG) being applied.

5 Involvement of Third Parties

- (1) It is only admissible for a Party to involve third parties that process personal data in connection with the performance of services for the Party if this takes place in accordance with the provisions of Art. 28 GDPR.
- (2) The respective other Party is to be notified of the involvement of third parties by a Party beforehand in text form.
- (3) The Party involving third parties is to bind these third parties in turn to comply with all of the obligations mentioned in this Agreement by written contract.
- (4) When involving third parties, the Parties shall only make information accessible to them that is required in order to perform the services that have been commissioned.

6 Protective measures and reference to section 23 of the German Act on the Protection of Trade Secrets

- (1) To ensure that the confidential information is kept secret, the Parties are obliged
 - to keep the confidential information safe to protect it against theft and unauthorised access;
 - not to use, reproduce, process or store the confidential information on any computer or electronic information system in a manner that allows access by unauthorised third parties;
 - to notify the respective other Party immediately after learning of any actual or impending unauthorised use or any actual or impending unauthorised disclosure of confidential information, and to take all appropriate measures to prevent or terminate such use or disclosure – with the other Party's assistance if need be;
- (2) The Parties are aware that violations of trade secrets constitute punishable offences according to section 23 of the German Act on the Protection of Trade Secrets.

7 Contractual penalty and liability

- (1) In the case of an attributable breach of the provisions of this Agreement, the injured Party can demand payment of an appropriate contractual penalty from the respective other Party. The amount of this contractual penalty may be determined by the injured Party with the exercise of reasonable discretion and will be reviewed by the competent court in the case of dispute. Any claims to compensation for damages exceeding this remain unaffected. A contractual penalty that has been paid is to be credited against potential claims to compensation for damages, whereby the contractual penalty constitutes the minimum amount of damages.
- (2) Without prejudice to the contractual penalty agreed, the following applies: The Parties are obliged to reimburse the respective other Party for all proven damages and expenses incurred as a result of an at least negligent breach of this Non-Disclosure Agreement. A negligent breach of this Non-Disclosure Agreement occurs if a Party is able to prove that confidential information of one of the Parties reached third parties. The respective other Party has the right to provide evidence to the contrary.
- (3) Both Parties are equally liable for their staff and performing agents as well as their vicarious agents. The right to produce exonerating evidence according to section 831(1) 2nd sentence of the German Civil Code (BGB) is excluded. They are therefore fully liable for third parties commissioned by them.
- (4) This obligation also extends to a culpable breach of this Non-Disclosure Agreement by persons that have been granted or facilitated access to the information by one of the Parties. However, this only applies if these persons have not deliberately gained access to this information themselves.

8 No granting or transfers of rights, and no liability for defects

- (1) The content of this Agreement cannot be construed as the granting or transfer of any rights for the benefit of the respective other Party by way of licence or in any other way with respect to any patent rights, copyrights, business and trade secrets or any other industrial property rights, and nor does this Agreement grant any rights to the respective other Party with regard to the confidential information, with the exception of the use of the confidential information as regulated in this Agreement. Nor are the Parties obliged to make confidential information available to the respective other Party.

- (2) Unless this is specifically agreed between the Parties, the Parties do not assume any liability for defects with regard to the correctness, completeness or usability of the confidential information that is passed on except where the Party transmitting the confidential information in the specific case is acting deliberately or with gross negligence.

9 Term and Termination of the Agreement

- (1) This Agreement becomes effective upon signing by both Parties. It ends automatically after all other contractual relationships that may exist between the Parties have ended, or after three (3) years, whichever occurs later. It can be terminated in writing by each of the Parties without giving reasons, observing a notice period of 6 months to the end of the month.
- (2) The obligations to maintain secrecy and the legal data protection obligations arising from this Agreement continue to apply for a period of five (5) years after termination of this Agreement for all Parties.
- (3) Upon written request, or after termination of this Agreement at the latest, the Parties will return all information received from the respective other Party or destroy it at the direction of that Party.
- (4) Confidential information located on data carriers used by the Parties is to be erased by the respective Party after termination of this Agreement such that any recovery of the data is rendered impossible according to the best available technology.
- (5) Confidential information located on other data carriers (e.g. cloud services) is to be erased by the respective Party after termination of this Agreement using all the possibilities available.
- (6) The Parties can require the respective other Party to provide suitable proof of the erasure according to paragraphs 3 to 5.
- (7) Applicable legal obligations to preserve records only bar the obligations according to subsections 3 to 6 if they are compulsory. All retention rights of the Party obligated to return, destroy or erase information (for whatever legal reason) are excluded. If complete erasure is impossible for technical reasons (e.g. in the case of automatically generated back-up copies), the Parties remain under the obligation to keep the confidential information secret and are not authorised to use the confidential information.

10 Final provisions

- (1) Should individual provisions of this Agreement be wholly or partly void, this does not affect the effectiveness of the remaining contractual agreements. The Parties undertake to replace the invalid provision with an effective provision that most closely approximates the economic purpose of the provision which is null and void.
- (2) Amendments and supplements to this Agreement must be made in writing. The same applies to changes to this written form requirement itself.
- (3) The laws of the Federal Republic of Germany shall apply.
- (4) The place of jurisdiction for all disputes arising from the contractual relationship is Hamburg.

Status of the confidentiality agreement: Oktober 24, 2025