

NDA

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THE BELOW SIGNATORIES

Intesia Germany GmbH, represented by Managing Director Claus Vogt, with its registered office at Otto-Lilienthal-Straße 24, 71034 Böblingen, Germany

and

[Company] represented by [Responsible Person] – [Street and house number] – [Postcode City] [Country]
referred to individually as “Party” and collectively as “the Parties”

PREAMBLE

- A. Intesia is a group of companies (the “Intesia Group”), a group operating across Europe in the field of consultancy and facility management, and is responsible, amongst other activities, for the procurement of materials and services for the benefit of the Intesia Group;
- B. The company operates in the field of facility management;
- C. Intesia and the Company wish to exchange confidential written and oral information that is not publicly available to other companies, whether from Intesia or from the Company (the “Purpose”);
- D. For this Purpose, the Parties intend to disclose Confidential Information (as defined below) to one another;
- E. This Mutual Confidentiality and Non-Disclosure Agreement sets forth the terms and conditions under which the Parties will treat Confidential Information (the “Agreement”).

HAVE AGREED THE FOLLOWING

1. DEFINITIONS

“Agreement” means this Mutual Confidentiality and Non-Disclosure Agreement.

“Confidential Information” means (i) the fact that the Parties are considering entering into a business relationship, the purpose thereof, and all related enquiries, investigations and discussions, and (ii) information and knowledge (whether in written form or not) constituting non-public, commercially sensitive information relating to the Disclosing Party and its business, including, but not limited to, management information, financial information, know-how, (current or future) products, suppliers, clients, employees, costs, margins,

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Management Board:
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turnover and market, budgets, products, human resources and business development plans and strategies, sales and pricing information (including margins and costs), and IP rights.

“Disclosing Party”: a Party that discloses Confidential Information to the Recipient.

“Purpose” as described in Preamble C.

“Recipient” means a Party that receives Confidential Information from the Disclosing Party.

2. USE OF CONFIDENTIAL INFORMATION AND NON-DISCLOSURE

2.1 The Recipient hereby acknowledges that Confidential Information is the property of the Disclosing Party and constitutes the sole property of the Disclosing Party between the Parties.

2.2 Nothing in this Agreement or its implementation shall oblige either Party to enter into a business relationship and/or any contract.

2.3 The Recipient agrees and acknowledges that, at the time of disclosure of the Confidential Information, the Disclosing Party has not made, and will not make, any assurance or guarantee as to the accuracy or completeness of the Confidential Information. The Disclosing Party shall not be liable to the Recipient for the Recipient’s use of the Confidential Information, to the extent permitted by this Agreement.

2.4 With regard to all Confidential Information, regardless of when it was disclosed (i.e. including Confidential Information received prior to the signing of this Non-Disclosure Agreement), the Recipient undertakes, on its own behalf and on behalf of its subsidiaries:

- i. to treat and safeguard all Confidential Information as strictly confidential and to take all reasonable precautions to prevent unauthorised disclosure of Confidential Information, exercising at least the same degree of care as it would use to protect its own Confidential Information, and in no event less than a high degree of care;
- ii. to use the Confidential Information solely for the intended Purpose;
- iii. not to disclose or disseminate Confidential Information to third parties in any manner;
- iv. not to use the Confidential Information for any purpose other than the intended Purpose and, in particular, not to use Confidential Information for operational or commercial purposes or in any manner detrimental to the Disclosing Party;
- v. not to copy or alter Confidential Information, except to the extent reasonably necessary for the intended Purpose;
- vi. not to remove, alter or damage any proprietary or confidential designations or markings on Confidential Information and to ensure that such designations or markings are retained on copies or reproductions of the Confidential Information;
- vii. not to disclose any Confidential Information via search engines or public internet connections, or to use Confidential Information in public AI systems; and
- viii. to notify the Disclosing Party immediately in writing if any breach of this Agreement comes to light.

2.5 The Recipient agrees not to disclose any Confidential Information to directors, management personnel, employees, subsidiaries, affiliated companies, representatives, subcontractors, consultants or other intermediaries, unless:

- ix. such disclosure is reasonably necessary for the Purpose (need-to-know) and enables the Recipient to determine whether to enter into a business relationship with the Disclosing Party;
- x. prior to disclosure, the Recipient and the relevant representative shall enter into a written agreement obliging the relevant representative to maintain the confidentiality of the Confidential Information under terms that are at least as protective as those provided for in this Agreement;
- xi. the Recipient shall be liable to the Disclosing Party for the acts and activities of its representatives as if such acts or activities had been carried out by the Recipient itself;
- xii. the Recipient shall inform each of its representatives of its obligation to maintain the confidentiality of such Confidential Information.

3. EXCEPTIONS

Confidential Information does not include information which:

- i. is or becomes publicly known at the time of disclosure by the Disclosing Party through no fault or act of the Recipient;
- ii. is already known to the Recipient and was not subject to any confidentiality obligation prior to disclosure;
- iii. was received by the Recipient from a third party in circumstances where the Recipient had no reason to believe that there had been a breach of a confidentiality agreement;
- iv. was developed by the Recipient independently and without use of the Disclosing Party;
- v. is permitted to be disclosed by the Disclosing Party, and the Disclosing Party has granted the Recipient written authorisation to do so.

In the event that the Recipient receives a request or is otherwise (allegedly) obliged to disclose all or part of the Confidential Information pursuant to a mandatory law, regulation, rule or requirement of a supervisory or governmental authority to which the Recipient is subject, or an irrevocable court order to which the Recipient is bound, the Recipient shall take all reasonable steps, if and to the extent permitted by law, to notify the Disclosing Party immediately in writing of such a request or (alleged) requirement without delay, in order to give the Disclosing Party the opportunity to object to or limit such request or (alleged) requirement, and the Recipient shall provide the Disclosing Party (including its representatives and legal advisers) with all reasonable assistance in its efforts to resist or limit such request or (alleged) requirement. If the Disclosing Party decides to waive the provisions of this section or otherwise fails to successfully resist such a disclosure request or (alleged) demand, the Recipient may disclose the Confidential Information only to the extent that it is legally obliged to do so following consultation with competent legal counsel.

4. RECORDING AND RETURN OF CONFIDENTIAL INFORMATION

The Recipient shall maintain a record of all Confidential Information made available to it, as well as the location of such Confidential Information. Confidential Information and all authorised copies shall be returned

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immediately upon request. The Recipient shall not make copies, permit the making of copies, or otherwise reproduce, store or remove Confidential Information from the location where it is held without the prior written consent of the Disclosing Party.

If the Disclosing Party requests the return of Confidential Information, the Recipient shall return such Confidential Information immediately. To the extent that Confidential Information consists of analyses, compilations, studies or other material prepared by the Recipient, the Recipient shall destroy all such Confidential Information or arrange for its destruction.

5. DURATION AND TERMINATION OF THE CONTRACT

5.1 This Agreement shall remain in force for a period of three (3) years. Either Party may terminate this Agreement in writing by giving four (4) weeks' notice. However, the termination of this Agreement shall not affect the rights and obligations of the Parties with regard to Confidential Information already disclosed.

5.2 The Confidential Information disclosed under this Agreement shall be treated as confidential for a period of five (5) years following its initial disclosure.

6. OWNERSHIP OF CONFIDENTIAL INFORMATION

The Confidential Information and all copies thereof (in whatever form) are and shall remain the property of the Disclosing Party and the exclusive property of the Disclosing Party. With the exception of a limited right to the extent necessary to fulfil the Purpose solely for the benefit of the Disclosing Party, the Disclosing Party does not grant, either implicitly or explicitly, any licence to the Recipient or any other party, nor does it transfer any rights to the Confidential Information under copyright, trade secret, trademark or any other intellectual property right.

7. LEGAL REMEDIES

If the Recipient or any of its representatives breaches any of the obligations under this Agreement, the Recipient shall be liable to the Disclosing Party for all demonstrable direct damages, losses and costs incurred by the Disclosing Party in connection with this Agreement as a result of such breach, provided that such liability is justified. Furthermore, the Recipient acknowledges and agrees that, given the nature of the Confidential Information, monetary damages alone may not constitute an adequate remedy for a breach of any provision of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to seek equitable relief from any court of competent jurisdiction (including, but not limited to, injunctive relief and specific performance) in respect of any threatened or actual breach of any provision of this Agreement.

8. TRANSFER OF RIGHTS AND OBLIGATIONS

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The rights and obligations under this contract may not be transferred to third parties without the prior written consent of the other Party.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 This contract is governed by German law and shall be interpreted accordingly.

9.2 Any disputes, conflicts or claims arising out of or in connection with this contract, or arising from its breach, termination or invalidity, shall be settled exclusively by the responsible court in Stuttgart.

Place

Dated

Company:

Acceptance:

Signature

PRINTED NAME