



MUTUAL CONFIDENTIALITY AGREEMENT

The Parties intend to cooperate within the scope of the Intended Purpose set out below. In this context, the parties will exchange Confidential Information. This Confidential Information must be treated confidentially, even if no cooperation between the parties should occur. For this purpose, the parties conclude this Non-Disclosure Agreement with the key points summarized below.

Key Points of the Confidentiality Agreement	
Intended Purpose	Review/evaluation of the use of Party 1's compliance services by Party 2
Confidentiality Period	5 years

The parties agree to treat Confidential Information confidentially in accordance with this Confidentiality Agreement.

Party 1	
Company or organization details	Compliance.One GmbH Ledererstraße 19, 80331 Munich, Germany
Name and function of the authorized signatory	
Date, signature	

Party 2	
Company or organization details	
Name and function of the authorized signatory	
Date, signature	



1. What is Confidential Information?

1.1 Confidential information is information that

- by a party to this Agreement (**Disclosing Party**) or on behalf of a Disclosing Party by its representatives or its Affiliates,
- to the other party to this Agreement (**Receiving Party**), its Affiliates or Authorized Recipients, and
- in connection with the intended purpose

be disclosed.

1.2 **Affiliate** means any entity that directly or indirectly controls, is controlled by, is under common control with, or is otherwise in the same group of entities as a party to this Agreement.

1.3 **Authorized Recipient** means any Affiliate of the Receiving Party and the officers, employees, members, agents, consultants, sales representatives, sales representatives and subcontractors of the Receiving Party or its Affiliates.

1.4 **No Confidential Information** is information for which the Receiving Party can prove that

- the information has not become publicly known through a breach of this agreement,
- the information is known to the Receiving Party or its Authorized Recipients at the time of disclosure,
- the Receiving Party or its Authorized Recipients have lawfully obtained the information from a third party, unless it was obtained through a breach of a confidentiality agreement,
- the information was independently discovered/developed by the Receiving Party,
- the information has been expressly designated as non-confidential by the Disclosing Party,
- the Disclosing Party has expressly authorized the Receiving Party to disclose/forward the information in advance in writing or in text form;
- the Receiving Party is obliged to disclose due to a legal provision or official order, whereby in this case the Receiving Party - to the extent permissible - must inform the Disclosing Party in advance in writing or in text form of the intended disclosure and take the legally permissible and necessary precautions to keep the scope of the disclosure as small as possible;
- the information is lawfully used for a report to an internal or external reporting office in accordance with the provisions of the German Whistleblower Protection Act (HinSchG) or a comparable law for the protection of whistleblowers or insofar as disclosure of information is permitted under the HinSchG or a comparable law for the protection of whistleblowers;
- a case of Section 5 of the Trade Secrets Protection Act (GeschGehG) exists, namely if the disclosure is made to protect a legitimate interest, in particular (i) to exercise the right to freedom of expression and freedom of information, including respect for the freedom and plurality of the media; (ii) for the detection of an unlawful act or of professional or other misconduct, where the obtaining, use or disclosure is likely to protect the general public interest; and/or (iii) in the context of disclosure by employees to employee representatives, where this is necessary to enable the employee representatives to perform their duties.

2. With Whom Can the Confidential Information be Shared?

2.1 The Receiving Party may disclose the Confidential Information to its Authorized Recipients, but only to the extent that they

- need to know the Confidential Information for the Intended Purpose and use it only for the Intended Purpose, and
- have undertaken to treat the Confidential Information confidentially and to restrict its use to the same extent as the Receiving Party has done. This obligation may also include corresponding specific obligations under the German Social Security Code, banking secrecy, telecommunications secrecy and/or other regulations, in particular, for example, the violation of private secrets (Section 203 of the German Criminal Code), insofar as these are



required due to the nature of the Confidential Information.

- 2.2** The Receiving Party shall be liable for its own breaches of this Agreement and for any act or omission of an Authorized Recipient which, if the Authorized Recipient were a party to this Agreement, would constitute a breach of this Agreement.

3. What Obligations Does the Receiving Party Have?

3.1 The Receiving Party

- may only use the Confidential Information for the intended purpose,
- must keep the Confidential Information secure and confidential and only disclose it to the extent permitted by this Agreement,
- must notify the Disclosing Party immediately if it becomes aware of a breach of this Agreement, and
- shall, within thirty days of request by the Disclosing Party, take reasonable steps to destroy or delete all Confidential Information in its possession, provided that the Receiving Party may retain copies of Confidential Information,
 - provided that the Confidential Information is securely stored in archiving/backup systems and the Confidential Information is automatically deleted after defined periods of time as part of a corresponding deletion concept in accordance with a deletion routine,
 - to comply with legal or regulatory requirements, or
 - to the extent that their retention is required by law.

3.2 The Receiving Party undertakes to comply with any relevant data protection regulations.

3.3 The Receiving Party shall take appropriate technical and organizational measures to protect the Confidential Information against unauthorized access.

4. How Long Do these Obligations Apply?

4.1 The Receiving Party's obligations with respect to Confidential Information shall commence on the date on which the Confidential Information is disclosed and shall continue until the end of the Confidentiality Period.

4.2 Either party may terminate this Agreement upon thirty days' notice; however, termination shall not affect the parties' obligations with respect to Confidential Information disclosed prior to termination, which shall remain in effect until the expiration of the Confidentiality Period.

5. Intellectual Property

The Receiving Party shall not acquire any ownership or usage rights of any kind to the Confidential Information - except for use for the intended purpose. All intellectual property rights shall remain with the Disclosing Party.

6. Final Provisions

6.1 The law of the Federal Republic of Germany shall apply.

6.2 Should individual provisions of this agreement be or become invalid, this shall not affect the validity of the remaining provisions.

6.3 Amendments and additions to this agreement must be made in writing. This also applies to any amendment to this written form clause itself.