

## **Non-Disclosure-Agreement**

Between

Arthur Bicalho Lana Corrê Fernandes

Ouro Preto Street, 1410

30170041, Belo Horizonte

Brazil

(hereinafter referred to as "**Candidate**")

and

payever GmbH  
Rödingsmarkt 20  
20459 Hamburg  
Germany

(hereinafter referred to as "**payever**")

### **1 Object of this NDA**

- 1.1 The Candidate will be participating in a trial work regarding the evaluation for a future employment with payever.
- 1.2 Any information and documents collected during such trial work shall be used exclusively for the purpose of performing this trial work and documenting the results.

### **2 Confidential Information**

- 2.1 Confidential information under this NDA includes, but is not limited to, any non-public
  - information,
  - documents,
  - conversations,
  - computer programs or parts of them,
  - tools and any kind of documents and documentations

that payever purposely discloses, transfers or otherwise makes accessible to the Candidate or which the Candidate can access and take note of in the context of performing the trial work payever which are



- confidential according to this NDA,
- designated as confidential or which,
- given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

These are especially, but not limited to,

- information regarding the company
- product developments,
- product designs,
- specifications,
- information of costs, prices and salaries,
- names of customers, partners, employees or other candidates,
- financial and economic circumstances,
- marketing strategies and methods of operation as well as
- intellectual property and any other know-how.

- 2.2 The confidential information will remain exclusive property of payever. The disclosure of any confidential information will not imply or constitute the grant or transfer of any rights (such as patents, copyrights, trademarks, trade secrets or other intellectual property) to the Candidate.

### **3 Non-Confidential Information**

Confidential information excludes information which

- is or becomes publicly available without breach of the provisions to this NDA,
- can be shown by documentation to have been known to the Candidate at the time of receipt by payever and/or before this NDA becomes effective,
- is disclosed to the Candidate by a third party who did not acquire or disclose the information by a wrongful or tortious act,
- which are to be disclosed within scope of a judicial or administrative procedure, or
- can be shown by documentation to have been independently developed by the Candidate without any reference to any Confidential Information.

### **4 Use of Confidential Information**

- 4.1 The Candidate may use confidential information only for the purpose of conducting the trial work. The Candidate shall not use or exploit such information for his/her own benefit or for the benefit of a third party without payever's prior written consent. The Candidate shall not disclose confidential information to a third party without payever's prior written consent.

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4.2 The Candidate will immediately notify payever upon discovery of any unauthorised use or disclosure of confidential information or any other breaches of provisions of this NDA.

4.3 The parties acknowledge that the breach of business and trade secrets pursuant under sections 17 and 18 of the German Competition Law Act regarding unduly competition (*Gesetz gegen den unlauteren Wettbewerb "UWG"*) is a criminal offence punishable by imprisonment of up to five years.

## **5 Obligation to return and destroy**

5.1 Upon termination of the trial work, the Candidate is obliged to return immediately and without request anything he/she has received from payever for the purpose of the trial work. This includes especially

- documents and media carrying confidential information and
- any other property of payever.

5.2 The Candidate is obliged upon termination of the contractual relationship to properly destroy all documents and media carrying confidential information which is not to be returned.

## **6 Disclosure to Governmental Entities**

6.1 The Candidate is entitled to disclose confidential information

- to the extent to which he/she is obliged to under statutory law, regulations or stock exchange rules binding the Candidate,
- in relation to tax and other public authorities, to the extent stipulated by statute, court or administrative authorities.

6.2 In the events listed under section 6.1 of this NDA the Candidate is obliged to

- disclose only such information as required by the governmental entity, public authority, court or administrative authority and
- use commercially reasonable efforts to obtain confidential treatment for any confidential information disclosed.

## **7 Duration and Scope**

This NDA will be in effect immediately at receipt of a signed copy of this NDA by payever. The Candidate will treat confidential information as defined under this NDA as long as they are considered confidential information.



## 8 Final Provisions

- 8.1 This NDA shall be governed by German law except for its conflict of law provisions and the provisions on the Uniform Law on the International Sale of Goods (CISG).
- 8.2 Exclusive legal venue for all disputes under or in connection with this NDA shall be Hamburg.
- 8.3 Amendments, modifications or changes to this NDA shall only be valid if they are made by email or in writing, this shall also apply to alterations of this clause 8.3.
- 8.4 Should any provision of NDA be or become in wholly or partially invalid or unenforceable or should clauses be missing this shall not affect the validity of the remaining provisions. The invalid, unenforceable or missing provision shall be replaced by a valid and/or enforceable provision which the parties reasonably would have agreed on at conclusion of this NDA if they had been aware of the invalid, unenforceable or missing provision, taking into account the economic purposes of this NDA.

Bel Horizonte, 22/03/2023

\_\_\_\_\_  
Location/Date

ARTHUR BICALHO LANA CORRÊ FERNANDES

\_\_\_\_\_  
Signature of the Candidate

Arthur Bicalho Lana Corrê Fernandes

\_\_\_\_\_  
Name of the Candidate