

NON-DISCLOSURE AGREEMENT (NDA)

This confidentiality agreement (the "**Agreement**") is entered into between ("**Partner**") and, (the "**Company**"). Partner and the Company shall be referred to individually as the "Party" and collectively as the "Parties".

For the purposes of this Agreement, the following definitions shall apply:

- "**Disclosing Party**" means any Party when, within the terms of this Agreement, it is the one sending or disclosing the Confidential Information of the other Party.
- "**Receiving Party**" means any Party where, within the terms of this Agreement, it is the Party receiving Confidential Information to the other Party.

The Parties **declare**:

- I. That they wish to enter into discussions to assess possible ways of collaboration.
- II. That, in the course of their discussions, the Receiving Party shall have access to certain sensitive and confidential materials and information owned by the Disclosing Party (the "**Confidential Information**").
- III. In view of the foregoing, the Parties have decided to enter into this confidentiality agreement (the "**Agreement**"), which sets forth the basic terms and procedures to be followed by the Receiving Party in handling the Confidential Information of the Disclosing Party.

The Parties agree that this Agreement shall be governed by the law applicable for this purpose and, in particular, by the following **provisions**:

1. Scope of Confidential Information

1.1. Confidential Information shall be deemed to be, by way of example and without limitation, any information of a technical, financial, commercial or any other nature, which may be disclosed orally, in writing or by any other means or medium, including development and implementation procedures, *software*, source code, object code, algorithms, design tools, databases, know-how, business organisation, business plans, reports, studies, financial information, documentation, inventions, technologies, prices, sales and, in general, sales and marketing information, object code, algorithms, design tools, databases, *know-how*, business organisation, business plans, reports, studies, financial information, documentation, inventions, technologies, pricing, sales and, in general, all information relating to the Disclosing Party's products and services, suppliers, partners, employees and clients.

1.2. Confidential Information shall not be considered to be that which:

- a) at the time of disclosure it was in the public domain or became known to the Receiving Party because it was communicated to it by a third party without breach of any obligation of confidentiality;
- b) after being disclosed to the Receiving Party it becomes public domain without breach of any obligation of confidentiality; or
- c) is independently developed by the Receiving Party.

2. Confidentiality commitments

2.1. Both Parties undertake to maintain, for the time provided for in this Agreement, in the strictest confidence and not to disclose the Confidential Information to any third party (regardless of whether it is a natural or legal person), except with the prior express written authorisation of the Disclosing Party.

2.2. The Receiving Party may only provide Confidential Information to those employees or collaborators who have a need to know it in order to ensure the proper conduct of business discussions.

2.3. The Receiving Party shall ensure that each of its employees or collaborators with access to Confidential Information is informed of its confidential nature and submits, in writing, to confidentiality obligations at least as strict as those contained in this Agreement. The Receiving Party shall be liable for any breach of the confidentiality obligations imposed in this Agreement by its employees or collaborators or by any other third party who has had access to the Confidential Information from the Receiving Party.



- 2.4.** If the Receiving Party becomes aware or suspects that any of the persons who have accessed the Confidential Information has disclosed the same or otherwise breached the terms of this Agreement, it shall notify the Disclosing Party immediately. Such communication shall in no event relieve the Receiving Party of the liability provided for in the preceding paragraph.
- 2.5.** The Receiving Party shall protect the Confidential Information with the utmost diligence and with at least the same standard of care as it would use to protect its own Confidential Information (provided that such standard is at least that reasonably required).
- 2.6.** The Receiving Party shall be responsible for the safekeeping of the Confidential Information to which it has access and shall take reasonable measures to prevent its possible loss, theft or misappropriation, as well as its unauthorised disclosure.
- 2.7.** The Receiving Party shall use the information provided only within the framework and for the purposes of the trade negotiations between the Parties.
- 2.8.** The Receiving Party shall not make copies, summaries or transcripts of the Confidential Information unless strictly necessary. Any copies, summaries or transcripts made shall also have the status of Confidential Information.

3. Requests for information from the authorities

- 3.1.** Without prejudice to the preceding clause, the Receiving Party shall be authorised to disclose the Confidential Information of the Disclosing Party when required to do so by an administrative or judicial authority, provided that:
 - a)** The Receiving Party is legally obliged to comply with such a request.
 - b)** The Receiving Party promptly communicates it to the Disclosing Party (unless such communication is legally prohibited).
 - c)** The Receiving Party limits the disclosure to legally enforceable Confidential Information.

4. Intellectual Property

- 4.1.** Both Parties understand and accept that intellectual and industrial property rights may exist in the Confidential Information and other assets of the Disclosing Party. By way of example, the Disclosing Party's logos, trademarks (including slogans) and names, its inventions (patents, utility models, industrial designs, etc.), its *know-how*, its technical documentation, all its websites and applications, all its technological solutions, etc. are protected by intellectual and industrial property rights, regardless of whether they are registered or not.
- 4.2.** The fact that the Disclosing Party provides the Receiving Party with access to Confidential Information does not confer on the Receiving Party any right or licence to the Confidential Information.
- 4.3.** Both Parties are aware that a breach of this clause could result not only in a violation of the terms of the Agreement, but also in a breach of intellectual property, industrial, unfair competition and other applicable regulations.

5. Term

- 5.1.** This Agreement shall enter into force on the day of the last of the signatures at the end of the Agreement and shall remain in force until:
 - a)** The Parties formally terminate their discussions and decide not to proceed with formalisation (or for a period of ten (10) years, in case there is no formal declaration of termination of the discussions, but also no formal contract to develop their collaboration).
 - b)** The Parties shall enter into an agreement for the conduct of their collaboration containing confidentiality obligations that expressly supersede those contained in this Agreement.
 - c)** The Parties shall formally terminate the contract, if any, entered into for the development of their collaboration (if the condition set out in paragraph (b) above has not been fulfilled beforehand).
- 5.2.** Notwithstanding the foregoing, the obligations of confidentiality in respect of Confidential Information shared during the term of this Agreement (and any other obligations the nature of which so requires) shall remain in force and shall bind the Parties indefinitely.

6. Return or destruction of Confidential Information



- 6.1.** Upon termination of this Agreement (or the agreement subsequently entered into by the Parties in furtherance of the collaboration) or earlier, if expressly required by the Disclosing Party, the Receiving Party shall, at the request and at the option of the Disclosing Party, return or destroy all Confidential Information in its possession (including any copies, annotations, summaries, etc.).
- 6.2.** In the event that the Disclosing Party chooses to require the destruction of the Confidential Information, the Receiving Party shall provide, within one (1) month, a certificate attesting to such destruction.

7. Non-competition

- 7.1.** During the term of this Agreement (or the contract, if any, subsequently entered into by the Parties for the development of their collaboration) and until twenty-four (24) months after its termination, the Receiving Party shall not, under any circumstances, design, develop, market or otherwise exploit (for itself or for third parties) products or services that have identical or similar characteristics or functionalities to the products and services offered by the other Party or that, for any other reason, may compete with the products and services of the other Party.

8. Non-compliance

- 8.1.** The Parties acknowledge that a breach of the obligations set out in this Agreement may cause irreparable damage to the other Party, and that damages may be an inadequate and/or insufficient remedy.

Accordingly, both Parties shall have the right, without the need to prove special damage, to seek injunctive relief for the cessation of the conduct that caused the breach, and specific performance of the obligation breached. The Party in breach may, in addition, exercise any other right or remedy available to it under the law or this Agreement.

- 8.2.** The rights and remedies provided in this Agreement are cumulative and do not exclude any right, power or remedy provided by law or any other agreement in addition to this Agreement.

9. Signatories' personal data

- 9.1.** The signatories to this document are informed that the personal data contained in this Agreement and those arising from the relationship between the Parties will be processed by the Parties for the purpose of managing business discussions between the Parties and monitoring compliance with the Agreement. The processing of the signatories' data is legitimized by the existence of a business relationship between the Parties. The data will not be transferred to third parties except in cases where there is a legal obligation. The data provided will be kept for as long as the relationship between the Parties is maintained or for the time necessary to comply with applicable legal obligations. The signatories may exercise, to the extent applicable, the rights of access, rectification or erasure, restriction of processing, objection and portability at the postal addresses listed in the header of this Agreement or at the following e-mail addresses:

- Partner: legal@Partner.com
- Company: legal@blocksign.io

- 9.2.** In addition, data subjects may file a complaint with the Irish Data Protection Authority or the competent supervisory authority.

10. Future events

- 10.1.** For the avoidance of doubt, the Parties declare that:

- a)** This Agreement does not obligate either Party to provide the other Party with access to Confidential Information of any kind.
- b)** The Parties reserve the right, in their sole and absolute discretion, at any time and without cause, to terminate the discussions and negotiations. In any event, the Parties shall always act in good faith and, should they wish to terminate their discussions, they shall notify the other Party in writing.
- c)** This Agreement does not constitute any exclusive obligation on the Parties.

11. Notifications

- 11.1.** Notifications shall be deemed to have been validly made provided that they are sent to one of the following addresses (with acknowledgement of receipt):

Partner:

– E-mail: legal@Partner.com

Company:

– E-mail: legal@blocksign.io

12. Miscellaneous

12.1. The waiver of any right contained in this Agreement shall only be valid if made in writing.

12.2. Similarly, amendments to this Agreement shall be agreed in writing.

12.3. The content of this Agreement shall complement the contract, if any, that the Parties may enter into for the development of their collaboration, unless otherwise expressly agreed by the Parties.

12.4. Each provision of this Agreement is independent. The invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions. The Parties shall negotiate in good faith to replace any provision declared invalid or unenforceable with a provision that is consistent, to the extent possible, with the intent reflected by the Parties in the provision declared invalid or unenforceable.

13. Applicable law and competent jurisdiction

13.1. This Agreement shall be governed by Irish law.

13.2. The Parties agree to submit any dispute related to this Agreement to the Courts and Tribunals of the city of Düsseldorf, expressly waiving any other jurisdiction to which they may be entitled.

Partner

Company
