



# Non-Disclosure Agreement

- hereinafter „Agreement“ -

between

**T-Systems International GmbH**

Hahnstraße

60528 Frankfurt am Main

(hereinafter „Telekom“)

and

(hereinafter „Partner“)

- hereinafter individually "Party" or collectively "Parties" -.

The Parties intend to exchange information within the scope of product Open Telekom Cloud

(hereinafter the „Purpose“) which include but are not limited to confidential information.

In light of the foregoing and in order to protect such confidential information, the Parties agree as follows:



**1 Confidential Information**

The term „Confidential Information“ in this Agreement means business secrets within the meaning of Section 2 no. 1 of the German Business Secret Protection Act (GeschGehG) as well as any and all information such as commercial, technical, business data, or any other data of confidential nature, which one Party discloses to the other Party in connection with the Purpose. This also includes information where the confidential or secret nature is merely apparent from the circumstances.

**2 Confidentiality Obligations**

Each Party shall use the Confidential Information disclosed to it by the other Party only within the scope of the Purpose of the Agreement and shall protect it from disclosure to third parties or publication with at least the care customary in commercial transactions. The Parties are prohibited from obtaining Confidential Information themselves or through third parties by means of reverse engineering without consent. Reverse engineering shall include all actions, including observation, testing, examination and disassembly and, if necessary, reassembly, with the aim of obtaining Confidential Information. Mandatory statutory provisions remain unaffected.

Confidential Information of the disclosing Party may only be disclosed to corporate bodies, employees of the receiving Party and its affiliated companies within the meaning of Sections 15 et seq. German Stock Corporation Act (AktG), as well as to authorized representatives, consultants and possible subcontractors for whom the disclosure of such Confidential Information is required within the scope of the Purpose of the Agreement (need-to-know principle) and who are bound to confidentiality either by employment contract or on the basis of a statutory duty of confidentiality or in another way in accordance with the rules of this Agreement. Disclosure to competitors of the disclosing Party is prohibited. The disclosing Party shall be liable in the event of a breach of this Agreement by the recipient as for its own breach.

The confidentiality obligations shall end five (5) years after the end of the term of this Non-Disclosure Agreement.

**3 Exemptions from Confidentiality Obligations**

Exempt from the above confidentiality obligation is knowledge and information which (i) is or becomes published or generally accessible, provided this is not based on a breach of this Agreement; (ii) was known to the receiving Party prior to disclosure and without breach of a confidentiality obligation; (iii) was lawfully obtained by the receiving Party from a third party; (iv) was otherwise independently developed or obtained by the receiving Party without use of or reference to the Confidential Information; or (v) is required to be disclosed by law or court order or the disclosure of which is ordered by an authority entitled to do so.

**4 Return of Confidential Information**

At the latest upon termination of this Agreement and upon written request of the disclosing Party, the receiving Party shall immediately hand over or destroy all Confidential Information received and recorded in writing or by other means, including any copies made. This shall not apply to Confidential Information that must be retained in fulfillment of legal obligations, in particular archiving obligations, and to Confidential Information contained in copies of computer records and computer files generated in the course of automatic data backup.

**5 No further rights**

With the exception of the right to use the Confidential Information for the aforementioned Purpose for the term of this Agreement, the disclosure of Confidential Information shall not grant any (usage) rights, licenses or industrial property rights of any kind. All rights to the Confidential Information shall remain with the disclosing Party. The

receiving Party is prohibited from applying for patents or other industrial property rights to the Confidential Information. Use or exploitation in accordance with this Agreement shall not create any rights of prior or further use.

**6 Compliance with data protection**

The Parties undertake to comply with the statutory provisions on data protection.

**7 Exclusion of liability and warranty**

The Confidential Information under this Agreement is provided “as is” without any warranty as to its accuracy, completeness and suitability. Likewise, no warranty is given that the information does not infringe the proprietary rights of third parties. The disclosing Party shall not assume any liability for damages caused by the use of the Confidential Information. Liability due to intent or in other cases of mandatory legal liability shall remain unaffected.

**8 Effective date and term**

This Agreement shall enter into force upon signature by both Parties and shall have a term of two (2) years.

**9 Final provisions**

If individual or several provisions of this Agreement are or become invalid, this shall not affect the validity of the remaining provisions. The Parties are obligated to replace an invalid provision with one that legitimately corresponds or comes as close as possible to the purpose of the invalid provision. The same shall apply in the event of an omission.

The signing, amendments or supplements to this Agreement or its Annexes shall be made in writing. The Parties may replace the written form by an electronic signature in accordance with EU Regulation 910/2014 and the respective local legislation thereto. This shall also apply to the amendment of this written form agreement itself.

This Agreement shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG); the place of jurisdiction shall be Frankfurt am Main, Germany, without prejudice to any mandatory statutory jurisdiction.

Place, Date .....

i.V.....  
(Signature Telekom)

i.V.....  
(Signature Telekom)

Place, Date .....

.....  
(Signature Partner)

.....  
(Signature Partner)