

NON-DISCLOSURE AGREEMENT
(the "**Agreement**")

Among

Stadtreinigung Dresden GmbH
Pfotenhauerstraße 46
01307 Dresden
(in the following referred to as "**SDR**")

And

[**XYZ**] (in the following referred to as "**XYZ**")

Preamble

SDR and [_____] (jointly referred to as the "**Parties**", and each of them separately referred to as the "**Party**") desire to enter into discussions for the purpose of evaluating a potential transaction, (the "**Transaction**"). In connection therewith, either Party (the "**Provider**") may provide to the other (the "**Recipient**"), or the Recipient might otherwise obtain through the Provider, information that is deemed confidential and competitively sensitive to the Provider, including, without limitation: capital, marketing or business plans; privileged documents, budgets and strategies; customer/client lists and records; marketing studies; financial information; projections; cost estimates; cost and pricing practices; personnel records; trade secrets; minutes; data; technical designs; drawings; specifications; techniques; test results; engineering reports; program code; research; documents; electronic transmissions; analyses; compilations and studies, or copies of extracts thereof, whether recorded or unrecorded (in whatever medium) possessed by Provider or used in Provider's business (collectively, the "**Confidential Information**")

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Article 1: Use of Confidential Information

The Recipient shall keep a record of each location of the Confidential Information. If the Recipient determines that it does not wish to participate in the Transaction, it will promptly inform the Provider and, upon request, shall return to the Provider all of the Confidential Information which has been provided by, or obtained through the Provider without retaining copies thereof. In such event, all other documents constituting Confidential Information will be destroyed.

Article 2: Non-Confidential Information

The Parties acknowledge and agree that this Agreement shall not apply to any Confidential Information which: (i) now or hereafter properly becomes generally available to the public other than as a result of disclosure in breach of this Agreement or of any other agreement of confidentiality with the Provider; (ii) is required to be disclosed in compliance with any applicable law, under order of a court of competent jurisdiction or other similar requirement of a governmental agency, so long as the party required to disclose the information provides the other party with prior written notice of any required disclosure pursuant to such law, order or requirement; (iii) or is disclosed with the prior written approval of an authorized officer of the Provider.

Article 3: Non-disclosure / Protective Measures

- (1) The "Confidential Information" will be kept confidential by the Recipient pursuant to the terms of this Agreement and will not be disclosed by the Recipient except as provided herein. Upon receipt of Confidential Information hereunder, the Recipient shall disclose such Confidential Information only to those of its directors, officers, employees, agents or professional advisors who have a need to know in connection with the Transaction and who are informed of the confidential nature of the Confidential Information and who agree to be bound by the terms this Agreement (the "**Representatives**"). If requested by the Provider, the Recipient shall inform the Provider of the identity of each person to whom disclosure has been made. The Recipient will make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to anyone other than as permitted hereby.
- (2) The Recipient shall be responsible for any breach of this Agreement by its Representatives (including its Representatives who, subsequent to the first date of disclosure of Confidential Information hereunder, become former Representatives) and shall take all necessary measures to restrain its Representatives (and former Representatives) from unauthorized disclosure or use of Confidential Information.
- (3) The Recipient shall notify the Provider immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Recipient or its Representatives, or any other breach of this Agreement by the Recipient or its Representatives, and will cooperate with efforts by the Provider to help the Provider regain possession of Confidential Information and prevent its unauthorized use.
- (4) The Recipient will not, subject to the exceptions described in Article 2 above, use any Confidential Information for any purpose other than in connection with the Transaction.

Article 4: Compelled Disclosure of Confidential Information

If Recipient is requested to disclose any Confidential Information, Recipient will promptly notify Provider to permit Provider to seek a protective order or take other appropriate action. Recipient will also cooperate in Provider's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be

afforded the Confidential Information. If, in the absence of a protective order, Recipient, in the written opinion of Recipient's counsel addressed to Provider, is compelled as a matter of law to disclose Confidential Information, Recipient may disclose to the party compelling the disclosure only the part of the Confidential Information that is required by law to be disclosed (in which case, prior to such disclosure, Recipient will advise and consult Provider and its counsel as to such disclosure and the nature and wording of such disclosure) and Recipient will use its reasonable best efforts to obtain confidential treatment therefore.

Article 5: Term

This Agreement may be terminated by either Party on providing thirty (30) days written notice to the other; provided that the Parties shall maintain the confidentiality of any Confidential Information disclosed to it hereunder in accordance with this Agreement for a period of two (2) years from such termination.

Article 6: Remedies

Both Parties acknowledge that the Confidential Information to be disclosed hereunder is of unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Provider that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both Parties hereby agree that the Provider shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The Provider shall be entitled to recover costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and expenses.

Article 7: Obligation to return

(1) The Recipient shall be obliged upon the completion or termination of the discussions regarding a potential business between the Parties, or at any time upon the Provider's written request, to

- (i) return to the Provider , or at the Recipient's option,
- (ii) to destroy and to confirm the destruction

of all items of Confidential Information (including all copies thereof) of the Disclosing Party.

(2) Notwithstanding the return or destruction of Confidential Information, the Recipient will continue to be bound by the terms and obligations of this Agreement.

Article 8: No Binding Agreement for Transaction

Nothing in this Agreement shall impose any legal obligation upon either party to consummate a transaction, to enter into any discussion or negotiations with respect thereto, or take any other action not expressly agreed herein.

Article 9: No Warranty for Confidential Information

The Recipient acknowledges that the Provider has neither made any representations nor given any warranties as to the accuracy or completeness of the Confidential Information for the Recipient's purposes. The Recipient agrees that the Provider shall not by virtue of this Agreement have any liability or responsibility for errors or omissions in, or any decisions made by the Recipient in reliance on, any Confidential Information disclosed under this Agreement.

Article 10: Penalty

In the event of culpable violations of the confidentiality or information security obligations, the Client may demand a contractual penalty of an appropriate amount, up to a maximum of EUR 10,000 per violation. The assertion of a further damage is reserved; a forfeited contractual penalty will be offset against this.

Article 11: General Provisions

- (1) No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof.
- (2) This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof and may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both Parties. All prior or contemporaneous agreements or understandings between the Parties relating to the subject matter hereof, whether oral or written, are superseded by and merged into this Agreement. This Agreement may be executed in two original counterparts, each party keeping one original, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- (3) In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect. The invalid provision shall be replaced as soon as possible by another provision that comes closest to the economic content of the legally ineffective provision. Any alterations or supplements must be agreed in writing.
- (4) This agreement shall be subject to [German] law and/or EU law. Jurisdiction for any disputes arising out of this agreement shall be the court in the place in which SDR has its registered office.

The Parties hereto, by duly authorized representatives, have executed in two counterparts this Agreement as of:

[MONTH][DAY], 2025.

[SDR]

[FULL NAME]

[FULL NAME]	[FULL NAME]
[FUNCTION]	[FUNCTION]
[FULL NAME]	
[FUNCTION]	