

CONFIDENTIALITY DECLARATION

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF THIS CONFIDENTIALITY DECLARATION ("**CONFIDENTIALITY DECLARATION**") BEFORE FINALIZING YOUR REGISTRATION TO FLOWABLE'S PARTNER PORTAL. THE USE OF FLOWABLE'S PARTNER PORTAL, THE CONTENT PUBLISHED ON FLOWABLE'S PARTNER PORTAL AND THE EXCHANGES WITH FLOWABLE ARE SUBJECT TO CONFIDENTIALITY. IF YOU DO NOT AGREE WITH THE CONFIDENTIALITY DECLARATION, DO NOT REGISTER ON FLOWABLE'S PARTNER PORTAL. COMPLETING YOUR PARTNER ACCOUNT INDICATES THAT YOU ACCEPT THIS CONFIDENTIALITY DECLARATION.

BY ACCEPTING, YOU WILL BE BOUND BY AND BECOME PARTY TO THE CONFIDENTIALITY DECLARATION.

This Confidentiality Declaration is entered into by and between **Flowable AG**, Seilerstrasse 8, 3011 Bern, Switzerland (CHE-105.136.021) ("**Flowable**") and You ("**Partner**").

Flowable and Partner are hereinafter each also referred to as "**Party**" or together as "**Parties**". The Confidentiality Declaration shall come into effect on the date of acceptance by you ("**Effective Date**") and shall be binding for the Parties and their worldwide affiliates.

1. **Subject.** The Parties are entering into the Confidentiality Declaration to govern the disclosure and exchange of confidential information in view of a potential Flowable partner business relationship and during the subsequent partner business relationship ("**Purpose**"). The Confidentiality Declaration imposes no obligation to proceed with any business transaction.
2. **Confidential Information.** Confidential Information is all information of any nature whatsoever, in whatever form or medium, that one Party ("**Discloser**") has been disclosing to or otherwise has been coming into possession of the other Party ("**Recipient**") whether directly or indirectly as a result of the relationship between the Parties. Confidential Information does not need to be specifically identified as "confidential" in order to be classified as confidential and is also considered confidential if by its nature a reasonable person should assume it to be confidential. Confidential Information does not include information, which was: (i) already known to Recipient without restriction before receipt from Discloser; (ii) lawfully obtained by Recipient from a third party who was not under an obligation of confidentiality; (iii) in the public domain without any fault of Recipient; (iv) independently developed by Recipient.
3. **Use.** The Parties may use Confidential Information only for the Purpose.
4. **Confidentiality Undertakings.** Recipient's employees, directors and third parties authorized to fulfill contractual obligations on its behalf, who are bound by confidentiality agreements at least as protective as the Confidentiality Declaration, shall treat Confidential Information in a strictly confidential manner and use it only for the Purpose.
5. **Authorized Disclosure.** The Parties agree to restrict access to Confidential Information to those employees, directors and authorized third parties who need to know such information for the fulfillment of the Purpose adhering to a strict *need-to-know* principle. Where Recipient is ordered by a court or an official authority to disclose Confidential Information, Recipient shall notify Discloser immediately in an appropriate form unless prohibited by the applicable law. On Discloser's request and at Discloser's cost Recipient shall cooperate with Discloser in taking protective action against the official order and/or in taking appropriate joint measures to preserve, in the best possible manner, Confidential Information's non-disclosure.
6. **Ownership.** All rights, title and interest in and to Confidential Information and the therein contained intellectual property rights shall remain with Discloser. Nothing herein shall be construed as conferring upon Recipient any license, right, title or interest to any intellectual property right of Discloser.
7. **No Warranties.** Confidential Information is disclosed or obtained "as is", without any representations or warranties whatsoever.
8. **Maintenance.** Recipient shall take all reasonable measures to protect the confidentiality of Confidential Information and take all reasonable data security actions in accordance with good industry practice to protect Confidential Information from unintended access, use or disclosure. Recipient shall not alter, modify, disassemble, reverse engineer or decompile Confidential Information.
9. **Return / Deletion.** Recipient shall promptly, in any event within five (5) business days upon written request, delete permanently and securely or return to Discloser any Confidential Information.
10. **Breach Notification and Remedies.** Recipient shall notify Discloser immediately in writing in the event of any unauthorized access, use or disclosure of Confidential Information. Recipient acknowledges that a breach of confidentiality may cause serious and/or irreparable damage to Discloser. Without prejudice

to any other rights or remedies available, Discloser is entitled to seek equitable or interim relief regarding any threatened or actual violation of the Confidentiality Declaration.

11. **Term.** The Confidentiality Declaration shall come into effect on the Effective Date and shall remain valid until terminated by one Party giving the other Party at least thirty (30) days written notice. The confidentiality obligations under the Confidentiality Declaration shall survive for a period of five (5) years after the expiry or termination of the Confidentiality Declaration for whatever reason.
12. **No Transfer.** Neither Party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party.
13. **Miscellaneous.** The Confidentiality Declaration is the parties' entire agreement on this matter, superseding any prior agreements. The Confidentiality Declaration does not create any agency or partnership relationship. All notices pursuant to and amendments to the Confidentiality Declaration shall be in writing and validly signed by authorized representatives of both Parties.
14. **Applicable Law and Jurisdiction.** The Confidentiality Declaration is governed by Swiss law. Any dispute in relation with the Confidentiality Declaration shall be submitted to the exclusive jurisdiction of the competent courts of the Canton of Bern, Switzerland.