

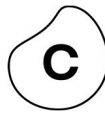
Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (“Agreement”) is by and between the parties listed in the signature block below. Effective as of the date of last signature (“Effective Date”), the parties hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following defined terms shall apply:
 - 1.1 **“Affiliate”**: any entity that directly or indirectly controls, is controlled by, or is under common control with a party, but only for so long as such control exists. **“Control”** means direct or indirect ownership or control of more than 50% of the voting interests.
 - 1.2 **“Confidential Information”**: information disclosed to a party (“**Receiving Party**”) and/or its Affiliates by the other party and/or its Affiliates (“**Disclosing Party**”) whether orally or in writing concerning the business and/or affairs of the Disclosing Party, including but not limited to information relating to Disclosing Party’s operations, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, know-how, designs, trade secrets, software, documents, data and information which, when provided: a) are clearly identified as “Confidential” or “Proprietary” or are marked with a similar legend; b) are identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within a reasonable period of time after disclosure; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure. Confidential Information does not include information that: (i) is independently developed by Receiving Party without reference to the Confidential Information, or (ii) is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (iii) has become generally available to the public without breach of this Agreement by Receiving Party; (iv) at the time of disclosure to Receiving Party was known to such party free of restriction; or (v) Disclosing Party agrees in writing is free of such restrictions.
 - 1.3 **“Purpose”**: exchange of information related to a project or potential business relationship between the parties.
 - 1.4 **“Representatives”**: i) Affiliates of a party and ii) employees, consultants, contractors, attorneys, accountants, and other professional business advisors of a party or a party’s Affiliates, who are subject to obligations of confidentiality consistent with this Agreement. Each party shall be responsible for any breach of the terms of this Agreement by its Representatives.
2. **Use of Confidential Information.** Each party may disclose Confidential Information to the other to be used solely in connection with the Purpose. Any copy (in whole or part) of Confidential Information shall be the property of the Disclosing Party and must contain all confidential or proprietary notices or legends which appear on the original. The Receiving Party shall: (i) protect the Disclosing Party’s Confidential Information with the same level of care it uses to protect its own Confidential Information, which shall not be less than a reasonable standard of care; and (ii) only disclose Confidential Information to a Representative who has a need to know for the Purpose.
3. **Required Disclosures.** Receiving Party may disclose Confidential Information when required by law provided: (i) Receiving Party (where legally permissible) gives the Disclosing Party prompt written notice of the disclosure requirement and (ii) reasonable assistance (at Disclosing Party’s expense) to enable the Disclosing Party to seek a protective order, restriction or other available protection. The Receiving Party shall disclose the Confidential Information only to the extent it is legally required and to the extent possible, require confidential treatment thereof.
4. **Return of Confidential Information.** The Receiving Party shall promptly destroy or return to the Disclosing Party all materials containing any of the Confidential Information upon Disclosing Party’s request. A party’s obligation to return or destroy Confidential Information does not apply to the extent: (i) required by applicable law or regulation, or (ii) contained in archived computer system backup made in accordance with the Receiving Party’s security or disaster recovery procedures, provided in each case that any retained Confidential Information shall remain subject to the confidentiality obligations of this Agreement until returned or destroyed.
5. **Term of Agreement.** The term of this Agreement will commence on the Effective Date and it shall continue thereafter until terminated by either party at their sole discretion by giving thirty (30) days’ prior written notice to the other party. The provisions herein concerning the disclosure, protection and use of Confidential Information shall survive the termination or expiration of this Agreement for a period of five (5) years, provided, however, that trade secrets shall be protected until they are no longer trade secrets under applicable law.
6. **Governing Law.**
 - 6.1 Excluding conflict of laws rules, this Agreement shall be governed by and construed as follows:

Counterparty’s principal place of business	Governing Law	Courts with exclusive jurisdiction
North or South America	New York State	New York City, USA
Japan	Japan	Tokyo, Japan
Germany	Germany	Munich, Germany
Any other jurisdiction	England and Wales	London, UK

6.2 The parties acknowledge that unauthorized disclosure of Confidential Information may cause substantial and irreparable harm for which damages alone may not be sufficient remedy and each party reserves the right to seek appropriate equitable and injunctive relief in addition monetary remedies in the event of actual or threat of unauthorized disclosure. Nothing in this section shall restrict a party’s right to bring an action (including for example a motion for injunctive relief) against the other party in any court of competent jurisdiction.



7. **Miscellaneous.**

7.1 THE RECEIVING PARTY ACKNOWLEDGES THAT THE CONFIDENTIAL INFORMATION IS PROVIDED "AS-IS" WITH NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS OR ACCURACY OF THE CONFIDENTIAL INFORMATION

7.2 Neither party is required to disclose any information to the other and any voluntary disclosure is not intended to create a binding course of business, strategy, commitment, or relationship.

7.3 Nothing in this Agreement shall prohibit or restrict either party's right to develop, make, use, market, license or distribute products or services similar to or competitive with those of the other party, provided it shall not use or make reference to the other party's Confidential Information in doing so.

7.4 If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

7.5 This Agreement constitutes the entire agreement between the parties regarding the Confidential Information and supersedes all prior and contemporaneous agreements, proposals and representations, whether written or oral, concerning the subject matter hereof. This Agreement cannot be altered, amended or modified except in a writing accepted by duly authorized representatives of the parties. Any waiver of a provision of this Agreement shall not be deemed a subsequent waiver of the same or any other provision of this Agreement. No failure or delay by either party in exercising any rights under this Agreement shall be deemed a waiver of that right.

This Agreement may be executed in counterparts, or electronically, each of which are deemed an original, and all of which together constitute one and the same agreement.

Accepted and Agreed:

Celonis Entity: _____

Customer: _____

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date