

Non-Disclosure Agreement

(mutual NDA)

Convenience translation. This English version is provided for convenience only. The German original («Vertraulichkeitsvereinbarung», Version 2.0, dated 01.06.2026) is legally binding and prevails in case of any discrepancy.

Binadoo AG

Turmstrasse 28

CH-6312 Steinhausen ZG

Switzerland

– hereinafter "Binadoo" (Contractor) –

– hereinafter the "Client" –

Binadoo and the Client are individually referred to as a "Party" and jointly as the "Parties". With respect to information disclosed by it, a Party is the "Disclosing Party"; with respect to information received by it, a Party is the "Receiving Party".

Preamble

The Client is evaluating or intends to engage Binadoo for consulting, conception, implementation, hosting, training, support or further development services relating to business processes and the business software Odoo. The initiation, evaluation, preparation, execution and further development of this cooperation is referred to as the "Permitted Purpose". For this purpose, the Parties may exchange Confidential Information.

1. Confidential Information

1.1 Definition.

"Confidential Information" means all information not publicly available that is disclosed or made accessible, directly or indirectly, in connection with the Permitted Purpose, irrespective of its form or medium. This covers information designated as confidential as well as information whose confidential character follows from its nature or the circumstances. It includes in particular business, financial, contractual, organisational and technical information, customer, supplier and employee information, prices and calculations, processes, IT architectures, security concepts, access credentials, software, source code, configurations, data models, interfaces, documentation, and any analyses and documents derived therefrom.

1.2 Exceptions.

Confidential Information does not include information for which the Receiving Party can demonstrate that it (a) was already publicly known, (b) became publicly known without breach of this Agreement, (c) was lawfully known to it beforehand without any confidentiality obligation, (d) was lawfully communicated to it by

an authorised third party, (e) was developed independently and without use of Confidential Information, or (f) was released by the Disclosing Party in text form.

1.3 Compelled disclosure.

Disclosure required by law, court order or public authority is permitted. To the extent legally permissible, the Receiving Party shall inform the Disclosing Party in advance and without delay, limit the disclosure to the extent strictly required, and use reasonable efforts to obtain confidential treatment. Any further assistance shall be provided to a reasonable extent against reimbursement of external costs.

2. Confidentiality, Purpose Limitation and Protection

2.1 Obligations.

The Receiving Party shall treat Confidential Information as strictly confidential, use it exclusively for the Permitted Purpose and reproduce it only to the extent required for that purpose. It shall protect the information with at least the same degree of care as it applies to its own information of comparable importance, and in any event with appropriate technical and organisational measures.

2.2 Access and security.

Access shall be restricted on a need-to-know basis. Access credentials and authorisations shall be adequately protected and revoked or adjusted once the need for access ceases. Security measures of the Disclosing Party may only be modified or circumvented to the extent expressly agreed for the Permitted Purpose.

2.3 No transfer of rights.

The disclosure of Confidential Information transfers no ownership, usage, licence or intellectual property rights. All rights remain with the respective entitled Party.

2.4 Breach.

In the event of a threatened or actual breach, the affected Party may demand immediate cessation and remediation. Further statutory and contractual claims remain reserved.

3. Permitted Recipients and Personal Data

3.1 Permitted recipients.

The Receiving Party may make Confidential Information accessible to employees, corporate bodies, professional advisers, affiliated companies, subcontractors, external specialists, and software, hosting, cloud, infrastructure, support and other service providers, to the extent required for the Permitted Purpose. Affiliated companies are companies that directly or indirectly control a Party, are controlled by it, or are under common control.

3.2 Confidentiality undertakings.

The Receiving Party shall ensure that permitted recipients are subject to statutory, professional or contractual confidentiality obligations providing at least equivalent protection. It is responsible for their conduct as for its own, unless otherwise provided in another effective agreement.

3.3 Other third parties.

Disclosure to other third parties requires the prior consent of the Disclosing Party in text form.

3.4 Personal data.

Where personal data is processed, the applicable data protection provisions and the data processing agreement ("DPA") concluded between the Parties apply. In case of conflict, the DPA prevails over this Agreement with respect to data protection matters.

4. Security Incidents

The Receiving Party shall inform the Disclosing Party without delay of any actual or suspected loss, unauthorised access, unauthorised disclosure or other misuse of Confidential Information. It shall take appropriate measures to contain, investigate and remedy the incident and shall support the Disclosing Party to a reasonable extent. For incidents involving personal data, the DPA and applicable data protection law apply in addition.

5. Return and Deletion

Upon request of the Disclosing Party or after the end of the cooperation, the Receiving Party shall return, delete or destroy the Confidential Information to the extent it is no longer required for the Permitted Purpose. Excepted is information that must be retained due to statutory or regulatory obligations, for the defence of legal claims, or as a narrowly restricted archive copy, as well as data in automated backup systems from which selective deletion is not possible or only possible with disproportionate effort. Such information may not be used operationally, remains confidential and will be removed in the ordinary deletion or overwrite cycle.

6. Know-how, Warranty and Cooperation

6.1 General know-how.

The Parties may continue to use general professional knowledge, experience, skills, methods and non-client-specific concepts, provided that no specifically identifiable Confidential Information, customer data, personal data, trade secrets or protected work results of the other Party are used or disclosed in doing so.

6.2 No warranty.

Unless expressly agreed otherwise, Confidential Information is provided without warranty as to accuracy, completeness, currency or fitness for a particular purpose. Each Party reviews the information on its own responsibility.

6.3 No obligation to contract or disclose.

This Agreement does not oblige either Party to disclose further information, to continue negotiations, to place or accept an order, or to conclude any further contract.

7. Announcement of the Cooperation and References

The existence of this Agreement as well as the initiation and execution of the cooperation are confidential. The public use of the other Party's name, company, trademark, logo, project description or project results for reference, advertising or communication purposes requires that Party's prior consent in text form, unless expressly agreed otherwise in a project-specific agreement. Permitted disclosures pursuant to Sections 1.3 and 3 remain reserved.

8. Term

8.1 Entry into force and retroactive effect.

This Agreement enters into force upon signature by both Parties and also applies to Confidential Information exchanged in connection with the Permitted Purpose during the twelve months preceding signature.

8.2 General term.

The confidentiality and purpose-limitation obligations apply during the initiation and execution of the cooperation and for five years after its termination or after the last exchange of Confidential Information, whichever occurs later.

8.3 Information protected for longer.

Trade secrets, access credentials, security information, source code, non-public system architectures, and information that must be protected for longer by law or due to a confidentiality obligation owed to third parties remain protected for as long as they are confidential and worthy of protection. In the case of a third-party obligation, the Disclosing Party shall indicate the extended protection period. For personal data, the law and the DPA apply.

9. Relationship to DPA, GTC and Individual Agreements

This Agreement governs the confidentiality and purpose-bound use of information. For personal data, the DPA prevails; project-specific individual agreements prevail to the extent they govern the same subject matter more specifically. In all other respects, this Agreement prevails over the General Terms and Conditions ("GTC") with regard to confidentiality matters. The limitations and exclusions of liability effectively agreed between the Parties, in particular those of Binadoo's GTC, also apply to claims arising from or in connection with this Agreement. Where no liability provision has been effectively agreed, the statutory provisions apply.

10. Final Provisions

10.1 Text form and signing.

Amendments, supplements, consents and notices under this Agreement require text form. Text form is satisfied in particular by e-mail, electronic signature or the exchange of signed PDF copies. This Agreement may be signed in several counterparts; all counterparts together constitute one document.

10.2 Severability.

Should any provision be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions remains unaffected. The Parties shall replace the affected provision with a permissible provision that comes as close as possible to its economic purpose.

10.3 Governing law and place of jurisdiction.

This Agreement is governed by substantive Swiss law, excluding its conflict-of-laws provisions. The exclusive place of jurisdiction is Zug, Switzerland. Mandatory statutory places of jurisdiction remain reserved.

Signatures

Binadoo AG

Place: _____
Date: _____
Name: _____
Function: _____

Signature

[Client company]

Place: _____
Date: _____
Name: _____
Function: _____

Signature