NON-DISCLOSURE AGREEMENT (‘NDA’) **Between Cloud Infrastructure Services Providers in Europe ASBL (CISPE) and the Declaring Company (the “Parties”). For the purpose of this NDA, CISPE (Avenue Louise 87, 1050 Brussels, Belgium) is represented by Mr. Francisco Mingorance, Secretary General.**

Parties agree to be bound by the obligations set out in this Nondisclosure Agreement for the benefit of both parties in connection with the declaration of cloud computing services under the CISPE (GDPR) Code of Conduct. CISPE may receive information about Company's operations and businesses and Company may receive information about CISPE. In consideration of the receipt of such information, both parties agree as follows:

1. **Confidential Information.** “Confidential Information” means all non-public information relating to both parties disclosed to each other in connection with any information CISPE initiatives for a better competing European cloud market or company’s operations and businesses that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential by both parties.
2. **Exclusions.** Confidential Information excludes information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to both parties at the time of its receipt from the other party, (iii) is disclosed to both parties from any third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by any of the parties without reference to any Confidential Information.
3. **Use of Confidential Information.** Both parties may use Confidential Information only in relation to potential future cooperation. Except as provided in this Agreement, any party will not disclose Confidential Information to anyone without prior written consent of the other party. Both parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.
4. **Personnel.** Both parties will restrict the possession, knowledge and use of Confidential Information to each of its employees, agents and subcontractors who (i) has a need to know the Confidential Information, and (ii) is legally obligated to protect the Confidential Information to the same or greater degree as required under this Agreement. Both parties will ensure that its employees, agents, subcontractors and affiliates comply with this Agreement.
5. **Disclosures to Governmental Entities.** Both parties may disclose Confidential Information as required to comply with orders of governmental entities with jurisdiction over it, if any party (i) gives to the other party prior written notice sufficient to allow the other party to seek a protective order or other remedy (except to the extent that party’s compliance would cause it to violate an order of the governmental entity or other legal requirement), (ii) discloses only such information as is required by the governmental entity, and (iii) uses all reasonable endeavours to obtain confidential treatment for any Confidential Information so disclosed.
6. **Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of both parties. Disclosure of Confidential Information of any party will not constitute an express or implied grant to the other party of any rights to or under any party’s patents, copyrights, trade secrets, trademarks or other intellectual property rights. Both parties will not use any trade name, trademark, logo or any other proprietary rights of the other party in any manner without prior written authorization of such use by an authorized representative of the other party.
7. **Notice of Unauthorized Use.** Each party will notify the other party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Both parties will cooperate with each other in every reasonable way to help the affected party regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.
8. **Return of Confidential Information.** Both parties will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following other party’s written request.
9. **Injunctive Relief.** Both parties acknowledge that a breach of its obligations under this Agreement could cause irreparable harm to the other party as to which monetary damages may be difficult to ascertain or an inadequate remedy. Both parties agree that the other party will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.
10. **Scope; Termination.** This Agreement covers Confidential Information received by both parties prior and subsequent to the date hereof. This Agreement is effective as of the date Confidential Information is first received and will continue for 3 years, after which it automatically renews unless either party terminates this Agreement by providing at least 90 days prior written notice to the other party, provided, that both parties obligations with respect to Confidential Information will survive for 5 years following termination of this Agreement, and Sections 6, 9, 10, and 11 will survive indefinitely and the confidentiality obligations of this Agreement will continue to apply to the Confidential Information for as long as the information continues to constitute a trade secret or does not otherwise fall within an exclusion described in Section 2.
11. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended, modified, or waived only with the mutual written consent of the parties. Both parties may not assign this Agreement without other party’s written consent. If a provision of this Agreement is held invalid under applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect. This Agreement will be governed by the laws of Belgium, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the courts of Belgium, and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts. All notices hereunder will be in writing and will be sent by overnight courier, confirmed facsimile transmission or certified mail. Notices to both parties will be delivered to the addresses set forth above. This Agreement may be executed in counterparts each of which will be deemed an original, but all of which together will constitute one and the same agreement. The parties may sign and deliver this Agreement by facsimile or email transmission.

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