

Confidentiality Agreement (Form NDA – EVoly Tender)

between

NaturKultur e.V.
Hinterm Horn 5, 27711 Osterholz-Scharmbeck, Germany
(hereinafter: “Contracting Entity”)

and

[Company name, legal form, registered office, address]
(hereinafter: “Tenderer”)

— together the “Parties” —

1. Subject Matter

The Tenderer intends to participate in the selection procedure for the conclusion of an IT contract for the development of the “EVoly platform”. In the course of this procedure, the Tenderer may receive or gain access to confidential information of NaturKultur e.V. or of third parties.

2. Definition of Confidential Information

For the purpose of this Agreement, “**Confidential Information**” means all written, electronic, oral, or other information disclosed in connection with the EVoly tender procedure. In particular, the following documents and their contents are considered confidential:

- **EVoly Design Guidelines**
- **EVoly Technical Specifications**
- **Hosting Environment Specifications for EVoly Deployment**
- **User Roles and Responsibilities in EVoly Platform**

In addition, all contractual drafts, negotiation contents, financial, organizational or technical information of NaturKultur e.V. provided in the tender process are considered Confidential Information.

Information is not confidential if it:

- (a) was already lawfully known to the Tenderer before disclosure;
- (b) is or becomes public knowledge without breach of this Agreement;
- (c) is rightfully obtained from a third party without restriction;
- (d) is independently developed without use of the Confidential Information.

3. Obligations of the Tenderer

The Tenderer undertakes:

- (a) to keep all Confidential Information strictly confidential and not disclose it to third parties;
- (b) to use the Confidential Information solely for the purpose of preparing and submitting a tender;
- (c) to restrict access to Confidential Information only to those employees, agents, or subcontractors who need such access for the tender, provided they are bound by equivalent confidentiality obligations;
- (d) to protect Confidential Information with the same degree of care as it applies to its own confidential information, but at least with reasonable care.

4. Duration

This Agreement enters into force upon signature.

The confidentiality obligations remain in effect for a period of **five (5) years** after the end of the tender procedure, regardless of whether the Tenderer is awarded the contract.

5. Return and Deletion

Upon request of NaturKultur or upon completion of the tender procedure, the Tenderer shall promptly return or irreversibly delete all Confidential Information (including copies), unless retention is required by law.

6. No Rights Granted

This Agreement does not grant the Tenderer any rights of use, license, or ownership to the Confidential Information, except as expressly provided for participation in the tender.

7. Miscellaneous

- This Agreement does not establish any obligation for NaturKultur to award a contract.
- German law applies. Place of jurisdiction is Bremen, Germany, provided the Tenderer is a merchant within the meaning of the German Commercial Code (HGB).
- Amendments or supplements to this Agreement must be in writing.

8. Signatures

For NaturKultur e.V.
Darko Mitevski
President



Place/Date: 30.08.2025

For the Tenderer
Name / Function
Company Stamp / Signature