

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “**Agreement**”) is made as of [REDACTED], 20 [REDACTED] (the “**Effective Date**”) by and between Kubermatic GmbH (“**Kubermatic**”), having a principal place of business Willy-Brandt-Straße 23, 20457 Hamburg, Germany, and [REDACTED] having a principal place of business at [REDACTED] (“**Company**”).

In consideration of mutual covenants herein contained, the parties hereto agree as follows:

1. Definitions

- 1.1 "Confidential Information" shall mean all information that is disclosed by Disclosing Party to Receiving Party in connection with Subject Purpose, and (i) which is marked "confidential" at the time of disclosure thereof if disclosed in tangible form, or (ii) which is designated at the time of disclosure thereof as confidential and summarized in writing of the confidential nature of such disclosed information within thirty (30) days after the disclosure, if disclosed in intangible form.
- 1.2 "Subject Purpose" shall mean cooperation in context of Kubernetes projects.
- 1.3 "Disclosing Party" shall mean the party disclosing its Confidential Information to Receiving Party and "Receiving Party" shall mean the party receiving Disclosing Party's Confidential Information.

2. Secrecy

Each party may, at its discretion, disclose Confidential Information to the other party for Subject Purpose. Receiving Party shall keep in confidence, and shall not disclose to any third party, Confidential Information, and Receiving Party shall not use Confidential Information except for Subject Purpose. Receiving Party shall (i) limit the use of and access to Confidential Information to its employees who need to know Confidential Information for Subject Purpose, and (ii) cause such employees to comply with the same obligations set forth in this Agreement. The obligations set forth in this Agreement shall be 2 years from receipt of Confidential Information from the Disclosing Party.

3. Exceptions

Notwithstanding anything to the contrary contained herein, the obligations provided in Section 2 above shall not apply to any information; (a) which is at any time in the public knowledge otherwise than through act or failure to act on the part of Receiving Party; (b) which was known to Receiving Party before its receipt of the same from Disclosing Party, without obligations of confidentiality; (c) which is at any time rightfully received by Receiving Party from any third party without obligations of confidentiality; (d) which is at any time developed by Receiving Party independently of Confidential Information received from Disclosing Party; or (e) which is at any time provided to any third party by Disclosing Party without obligations of confidentiality.

Furthermore, in the case of Receiving Party's disclosure of Confidential Information to governmental authorities or other third parties in accordance with governmental requirements or court orders, such disclosure shall not be deemed breach of this Agreement, provided, however, that prior to any such disclosure Receiving Party shall (i) assert the privileged and confidential nature of Confidential Information against the third party seeking disclosure; (ii) promptly notify Disclosing Party in writing of any such requirement or order to disclose; and (iii) cooperate fully with Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of Confidential Information.

4. Return of Materials

Receiving Party agrees to return or destroy, upon Disclosing Party's request, all written and other tangible materials which contain any Confidential Information received from Disclosing Party, including all extracts and copies thereof; provided, however, that Receiving Party may retain one (1) copy of all such Confidential Information for archival purpose, only as the record of Confidential Information received.

5. No License

Nothing contained in this Agreement shall be construed as granting or conferring any rights, by license or otherwise, expressly or implied.

6. Injunctive Relief

Each party understands that any violation of this Agreement would subject the Disclosing Party to irreparable injury. Therefore, in addition to any remedies otherwise available, the Disclosing Party shall be entitled to injunctive relief or equitable relief as well as monetary damages as may be deemed proper or necessary by a court of competent jurisdiction.

7. Governing Law

This Agreement shall be governed by and construed in all respects in accordance with the laws of Germany.

8. Costs for Litigation

Should litigation arise concerning this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees and court costs in addition to any other relief which may be awarded by a court of competent jurisdiction.

IN WITNESS WHEREOF, both parties have caused this Agreement to be executed in duplicate by their duly authorized representatives

Kubermatic GmbH

[Insert Name of Company]

By: _____

By: _____

Name: (Print) _____

Name: (Print) _____

Title: _____

Title: _____

Date: _____

Date: _____