

FlexUp Non-Disclosure Agreement – General Conditions (NDA-GC)

Published by FlexUp on 3rd July 2026

Preamble

The present FlexUp Non-Disclosure Agreement – General Conditions ("**NDA-GC**") sets out the general terms governing all non-disclosure and protection of Confidential Information between the Parties. It applies uniformly worldwide, ensuring consistency, legal certainty, and modularity across jurisdictions.

The NDA-GC is incorporated by reference into each Non-Disclosure Agreement – Special Conditions ("**NDA-SC**"), which identifies the Parties, specifies the applicable documents, and defines the parameters of the confidential relationship, whether unilateral or mutual.

All templates and documents composing the Contract are published and maintained by FlexUp and distributed under the [FlexUp Licence](#).

Article 1. Composition of the Contract

- 1.1 The Contract includes the following documents, listed in descending order of priority:
 - a) the FlexUp Non-Disclosure Agreement – Special Conditions ("**NDA-SC**"), which identifies the Parties and the specific parameters of the Agreement,
 - b) one or more FlexUp Non-Disclosure Agreement – Additional Conditions ("**NDA-AC**"), if applicable, which supplement or adapt the Agreement to the relevant context or jurisdiction,
 - c) the FlexUp Non-Disclosure Agreement – General Conditions ("**NDA-GC**"), the present document,
 - d) the FlexUp General Conditions ("**FlexUp-GC**"), which applies to all FlexUp contracts that refer to it.
- 1.2 The Contract is composed of the documents listed in 1.1 that are expressly designated as applicable in the NDA-SC, together with any additional documents expressly incorporated therein. The applicable documents form an inseparable contractual whole and are collectively referred to as the "**Agreement**".
- 1.3 The NDA-GC is to be read together with the FlexUp-GC, which sets out the general terms applicable to all Agreements under the FlexUp contractual framework.
- 1.4 In the event of any inconsistency between these documents, the order of priority set out in 1.1 shall apply.
- 1.5 The documents composing the General Conditions are incorporated by reference and are not required to be appended to the Agreement.
- 1.6 For each document composing the General Conditions, the applicable version is the latest version published on the FlexUp website (www.flexup.org) as of the date of signature of the NDA-SC, subject to the update mechanisms described in the General Conditions.

Article 2. Definitions

In this Contract, capitalised words are defined terms, whose definitions are given in this Article or, if not here, elsewhere in the documents composing the Contract or in the FlexUp Glossary (available on www.flexup.org/glossary).

- 2.1 "**Scope**" means the subject matter and activities in connection with which Confidential Information is disclosed between the Parties, as further specified in the applicable NDA-SC, including without limitation any discussion, negotiation, evaluation, transaction, partnership, commercial collaboration, or performance of any agreement between the Parties.

- 2.2 **"Confidential Information"** means any information or material disclosed by or on behalf of the Disclosing Party or its Representatives to the Recipient or its Representatives, in connection with the Scope, whether before or after the signature of this Contract, that:
- a) is designated as confidential or proprietary at the time of disclosure; or
 - b) would reasonably be understood to be confidential given its nature or the circumstances of its disclosure,
- regardless of the form or medium of disclosure, including tangible documents, electronic files, visual presentations, oral communications, or observation at any facility.
- Without limitation, Confidential Information may include business plans, strategies, financial data, technical specifications, product or service information, manufacturing or operational processes, marketing and distribution activities, client and contact lists, pricing, intellectual property and know-how, personnel and compensation information, regulatory or compliance data, and any other non-public information relating to the Disclosing Party's business or activities.
- 2.3 **"Disclosing Party"** means the Party that discloses Confidential Information under this Contract. Where the Contract is mutual, either Party may be the Disclosing Party with respect to its own Confidential Information.
- 2.4 **"Recipient"** means the Party that receives Confidential Information under this Contract. Where the Contract is mutual, either Party may be the Recipient with respect to the other Party's Confidential Information.
- 2.5 **"Representative"** means any director, officer, employee, agent, contractor, or advisor including without limitation lawyers, accountants, consultants, bankers, and financial advisors, of a Party or any of its affiliates.
- 2.6 **"Contact"** means any specifically identified person or entity introduced by the Disclosing Party to the Recipient in the course of discussions under this Contract and in connection with the Scope.

Article 3. Object of the Contract

- 3.1 The purpose of this Contract is to establish the rights and obligations of the Parties governing the disclosure, use, and protection of Confidential Information exchanged in connection with the Scope, as defined in the NDA-SC, including the conditions for access, sharing, return, and destruction of Confidential Information upon expiry or termination of this Contract.
- 3.2 This Contract may be configured as unilateral or mutual, as specified in the applicable NDA-SC. In a unilateral configuration, one Party acts exclusively as Disclosing Party and the other exclusively as Recipient. In a mutual configuration, each Party may, in respect of any specific disclosure, act as Disclosing Party with respect to its own Confidential Information and as Recipient with respect to the other Party's Confidential Information. The obligations of this Contract then apply symmetrically and independently to each Party in each capacity, such that a breach by one Party in its capacity as Recipient shall not affect or limit that Party's rights in its capacity as Disclosing Party.

Article 4. Confidentiality Obligations

- 4.1 **Obligations of Recipient.** The following obligations apply to Recipient. Where the Contract is mutual, each Party is bound by these obligations independently in its capacity as Recipient with respect to the other Party's Confidential Information. Recipient undertakes, on behalf of itself and its Representatives, and remains responsible for any breach of this Contract by any of them, to:
- a) exercise at least reasonable care to preserve the confidentiality of the Confidential Information, and in any event not less than the care it applies to protect its own confidential information of a similar nature;

- b) use the Confidential Information solely for the purposes of the Scope;
 - c) disclose the Confidential Information only to the minimum number of Representatives who have a strict need to know due to the Scope, provided that such Representatives are informed of its confidential nature before disclosure and are bound by confidentiality obligations no less protective than those set out in this Contract;
 - d) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;
 - e) not attempt to obtain any intellectual property rights from the Confidential Information, including by filing patents, trademarks, or copyrights, or by publishing articles or other works based on the Confidential Information; and
 - f) implement and maintain appropriate technical and organisational measures designed to protect Confidential Information against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or unauthorised access to, such Confidential Information, and notify the Disclosing Party without undue delay after becoming aware of any actual or reasonably suspected security incident affecting Confidential Information received under this Contract and, where such incident involves personal data, within the timeframe required by applicable data protection laws.
- 4.2 **Exclusions.** The obligations in 4.1 do not apply to information that Recipient can demonstrate, by written evidence, that:
- a) has fallen into the public domain before or after its disclosure, through no act or omission of Recipient or its Representatives;
 - b) was already in Recipient's possession at the time of disclosure, without any obligation of confidentiality;
 - c) was obtained from a third party without breach of any confidentiality obligation by that third party or by Recipient; or
 - d) was independently developed by Recipient by persons who have not had access to the Confidential Information and without use of or reference to such information.
- 4.3 **Compelled disclosure.** If either Party or any of its Representatives are required by law, regulation, or court order to disclose any Confidential Information received under this Contract, that Party shall, to the extent permitted by law:
- a) notify the Disclosing Party as soon as legally permitted and, where possible, before any disclosure takes place;
 - b) cooperate reasonably with the Disclosing Party in seeking a protective order or other appropriate relief; and
 - c) disclose only the minimum portion of the Confidential Information that is legally required and, where available, use reasonable efforts to obtain confidential treatment for the disclosed information.

Article 5. Relations Between Parties

- 5.1 Nothing in this Contract grants either Party any licence, patent right, copyright, trademark, or other intellectual property right of any kind over the other Party's Confidential Information.
- 5.2 Nothing in this Contract obliges either Party to enter into any transaction or further relationship in connection with the Scope. Each Party reserves the right, in its sole discretion, to discontinue discussions at any time without liability.
- 5.3 No disclosure of Confidential Information, and no document or communication provided to Recipient in the course of the discussions, shall constitute an offer to enter into a contract or to incorporate or

participate in any joint venture or other business arrangement. Any business relationship between the Parties shall be governed by a separate contract.

- 5.4 The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. The Disclosing Party shall not be liable to Recipient for any reliance on the Confidential Information, except in case of fraud or wilful misconduct.

Article 6. Return or Destruction of Confidential Information

- 6.1 All Confidential Information disclosed under this Contract, in whatever form or medium, shall remain the property of the Disclosing Party that disclosed it. Any analyses, compilations, summaries, notes, or other materials prepared by Recipient based on that Confidential Information shall, to the extent they contain or reflect Confidential Information, remain subject to this Contract.
- 6.2 Upon written request by the Disclosing Party, or upon expiry or termination of this Contract, Recipient shall, within 15 (fifteen) business days, cease using the relevant Confidential Information and, subject to Article 6.3:
- a) return to the Disclosing Party all Confidential Information in tangible or electronic form in Recipient's possession or control; or
 - b) permanently destroy all such materials in Recipient's possession or control and confirm destruction In Writing to the Disclosing Party.
- 6.3 **Retained Copies.** Recipient may retain copies of Confidential Information to the extent required by applicable law, regulation, court order, professional retention rules, bona fide internal compliance requirements, or automated computer back-up, disaster recovery, security, journaling, or archival systems, provided that:
- a) any retained Confidential Information remains subject to the terms of this Contract for as long as it is retained;
 - b) Recipient shall not access or use retained Confidential Information except to the extent required for the purpose justifying its retention or as otherwise permitted under this Contract; and
 - c) where Confidential Information is retained only in routine back-up or archival systems, Recipient shall not be required to isolate, delete, or destroy such copies until deletion occurs in the ordinary course of those systems.

For clarity, Recipient's legal files, internal compliance records, and electronically stored records created in the ordinary course that contain or reflect Confidential Information may be retained to the limited extent permitted under Article 6.3 and shall continue to be treated as Confidential Information under this Contract.

Article 7. Data Protection

- 7.1 Each Party shall comply with applicable data protection laws in connection with any personal data processed under or in connection with this Contract. Unless otherwise expressly agreed In Writing in the NDA-SC or in a separate data processing agreement, each Party acts as an independent controller of the personal data it receives or accesses under this Contract and shall independently determine the purposes and means of its processing.
- 7.2 Each Party shall ensure that any disclosure of personal data under this Contract is limited to what is necessary for the Scope, is supported by an appropriate legal basis, and is accompanied by any notices required by applicable data protection laws. Disclosing Party remains responsible for the lawfulness of its disclosure of personal data to Recipient.
- 7.3 Each Party shall implement and maintain appropriate technical and organisational measures designed to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised

disclosure of, or access to, personal data, taking into account the nature of the personal data and the risks presented by the processing.

- 7.4 Without prejudice to the security incident notification obligation in Article 4.1(f), if a Party becomes aware of a personal data breach, within the meaning of applicable data protection law, affecting personal data received from the other Party under this Contract, it shall notify the other Party without undue delay and provide reasonably available information necessary for the other Party to comply with its own legal obligations, to the extent the breach is relevant to the other Party.
- 7.5 Neither Party shall transfer personal data received under this Contract to a third country or international organisation unless an adequate level of protection is ensured in accordance with applicable data protection laws. Where such transfer requires a transfer mechanism or supplementary measures, the transferring Party shall ensure that an appropriate mechanism is in place before the transfer occurs.
- 7.6 Each Party shall reasonably cooperate with the other Party, at the other Party's cost to the extent legally permitted, in relation to requests from data subjects, regulators, or courts concerning personal data shared under this Contract, to the extent such cooperation is necessary for the other Party to comply with applicable data protection laws.

Article 8. Restrictive Covenants.

- 8.1 The Special Conditions may provide for the activation of any and all of the optional Restrictive Covenants established in the FlexUp-GC, with their activation level determined in the applicable Special Conditions.

Article 9. Survival

Without prejudice to the articles "Effects of Cessation" and "Survival" of the FlexUp-GC, the following provisions shall survive the Cessation of this Contract in accordance with their respective terms:

- a) **Article 4 - Confidentiality Obligations**;, for 5 (five) years from each disclosure of the relevant Confidential Information, except that any trade secrets shall remain protected for so long as they retain trade secret status under applicable law;
- b) **Article 6 - Return or Destruction of Confidential Information**, until fully performed;
- c) **Article 6.3 - Retained Copies**: for so long as any Confidential Information is retained under that Article;
- d) **Article 7 - Data Protection**: For as long as legally required; and
- e) **Article 7 - Restrictive Covenants**: if activated, for the period specified in the applicable Special Conditions.